

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



**ITEM:** 3.34  
(ID # 26233)

**MEETING DATE:**

Tuesday, December 03, 2024

**FROM :** HOUSING AND WORKFORCE SOLUTIONS

**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve the Subrecipient Grant Agreement for the use of American Rescue Plan Act (ARPA) Funds in the Amount of \$82,852 for the Housing Authority of the County of Riverside to replace a backflow prevention device at the Desert Rose Apartments located in the unincorporated community of Ripley, CA; and Authorize the Chair of the Board to Execute the Subrecipient Grant Agreement; District 4. [\$82,852 – 100% Federal ARPA Funds] (Companion Item MT# 26237) (CEQA Exempt per State CEQA Guidelines Sections 15301 and 15061(b)(3)) (Clerk of the Board to file the Notice of Exemption)(4/5 Vote Required)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities Exemption, and Section 15061(b)(3) General Rule "Common Sense" Exemption;
2. Approve the Obligation of \$82,852 in Fourth District's ARPA Allocation to cover construction costs for the removal and replacement of a backflow prevention device at Desert Rose Apartments;

Continued on page 2

**ACTION:4/5 Vote Required, Policy**

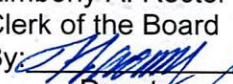
  
Heidi Marshall, Director 10/24/2024

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez seconded by Supervisor Spiegel 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: December 3, 2024  
xc: HWS, Recorder, State Clearinghouse  
(Companion item 10.3)

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:

3. Approve a grant in the amount of \$82,852, utilizing Fourth District's ARPA Allocation to cover construction costs for the removal and replacement of a backflow prevention device at Desert Rose Apartments, located in District 4;
4. Approve the attached Subrecipient Grant Agreement for the Use of American Rescue Plan Act (ARPA) Funds (Subrecipient Agreement);
5. Authorize the Chair of the Board of Supervisors to execute the attached Subrecipient Grant Agreement, to provide a grant in the total amount of \$82,852 subject to approval as to form by County Counsel, on behalf of the County;
6. Authorize the Director of Housing and Workforce Solutions (HWS) or designee, to administer all actions necessary related to the administration of the attached Subrecipient Agreement and as approved as to form by County Counsel; and
7. Direct the Clerk of the Board to file the Notice of Exemption (NOE) with the County Clerk and the State Clearinghouse at the Office of Planning and Research (OPR) within five (5) business days of approval.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$82,852	\$ 0	\$82,852	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% American Rescue Plan Act (ARPA) Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2024/2025	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Housing Authority of the County of Riverside (HACR) owns, operates, and maintains a multifamily residential development known as the Desert Rose Apartments (Property) located in the unincorporated community at 24501 School Road, Ripley, CA, 92225. Originally built on this site in 1986, the project has undergone repair, upgrading and ongoing maintenance over the years. The proposed project will remove the existing backflow prevention device and install a new one to prevent the reverse flow of water or other substances into potable water systems, ensuring the water supply remains uncontaminated and promoting the health, safety, and sanitation of the residents.

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

HACR has applied to the County of Riverside (County) for ARPA funding in the amount of \$82,852 to pay for the construction costs for removing and replacing the new backflow prevention device at this Property. The attached Subrecipient Agreement obligates \$82,852 of the ARPA funds, which County Counsel has reviewed and approved as to form. Staff recommends that the Board approve the Subrecipient Grant Agreement.

This project will be replacing an out-of-date backflow preventer (including meter). A new backflow will be replaced with up-to-code that will show a measurement of water that can be read with a new meter. The project is exempt from CEQA pursuant to Section 15301 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. There will be no expansion of the existing use of the Property, which is currently residential use. Additionally, the project is exempt from CEQA pursuant to Section 15061 as there is no possibility the project will have a significant impact on the environment.

**Impact on Citizens and Businesses**

The project will remove the existing backflow prevention device and install a new one to prevent the reverse flow of water or other substances into potable water systems throughout the entire property. This project is also expected to create temporary construction jobs.

**Attachments:**

- Subrecipient Grant Agreement for the Use of ARPA Funds
- Notice of Exemption

  
Brianna Lontajo, Principal Management Analyst 11/21/2024

  
Aaron Gettis, Chief of Deputy County Counsel 10/29/2024



FILED / POSTED

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-20250004  
01/02/2025 02:45 PM Fee: \$ 50.00  
Page 1 of 1

Removed: \_\_\_\_\_ By: \_\_\_\_\_ Deputy



**Notice of Exemption**

To:  
Office of Planning and Research  
For U.S Mail:  
P.O. Box 3044  
Sacramento, CA 95812-3044

Street Address:  
1400 Tenth St.  
Sacramento, CA 95814

From: Public  
Agency: County of Riverside department of Housing and Workforce Solutions  
Address: 5555 Arlington Ave  
Riverside, CA 92504  
Contact: Erian Gonzalez, Principal Development Specialist  
Phone: 951-343-5464

County Clerk  
County of: Riverside  
2724 Gateway Drive  
P.O. Box 751  
Address: Riverside, CA 92502-0751

Lead Agency (if different from above):  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_

SUBJECT: Filing of Notice of Exemption in Compliance with California Health and Safety Code Sections 50675.1.1 and 50675.1.2 and State CEQA Guidelines Section 15061 (b)(3) (Common sense exemption).

Project Title: Desert Rose Apartments Backflow Replacement Project

Project Location: 24-501 School Rd, Ripley CA 92225

**Project Description:**

The Housing Authority of the County of Riverside (HACR) owns, operates, and maintains the apartment building known as the Desert Rose Apartments (Property) located at 24501 School Road, Ripley, CA, 92225 an affordable housing project with a farm worker preference. The originally backflow preventer supplies the entire property (86 units) with drinking water which was installed on this site in 1986, the original backflow is out-of-date and not up to code and the meter is not reading properly. A new backflow with meter needs to be installed coded for drinking water. A bid was advertised for the Backflow Project to replace the current backflow. The existing backflow project was awarded to David's Plumbing emerging as the sole bidder for the project.

Project Sponsor: County of Riverside

This is to advise that the County of Riverside Board of Supervisors approved the above project on  Lead agency or  Responsible Agency

11/5/2024 and has made the following determinations regarding the above-described project:  
(tentative date)

Exempt Status: California Health and Safety Code Sections 50675.1.1 and 50675.1.2 and State CEQA Guidelines Section 15061 (b)(3) (Common sense exemption).

Reasons Why Project is Exempt: The proposed project has been evaluated and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to California Health and Safety Code Sections 50675.1.1 and 50675.1.2 and State CEQA Guidelines Section 15061 (b)(3) (Common sense exemption). Notwithstanding any other law, the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) shall not apply to any project, including a phased project, funded pursuant to Section 50675.1.1 if certain requirements described in Section 50675.1.2, if applicable, are satisfied. In addition, the projects are exempt pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common sense exemption) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Therefore, the projects are statutorily exempt from CEQA and exempt under State CEQA Guidelines Section 15061 (b)(3).

Signature:  Title: Erian Gonzalez, Principal Development Specialist  
Date: 10/22/24 Date received for filing: \_\_\_\_\_

**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 entered into on this 5th day of **November 2024**, by and between, the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**, a public entity, corporate and politic, hereinafter referred to as "SUBRECIPIENT." COUNTY and SUBRECIPIENT are collectively referred to herein as “Parties” and individually as a “Party.” This Agreement, for the use of U.S. Department of the Treasury (“U.S. Treasury”) Coronavirus State and Local Fiscal Recovery Funds (“SLRF”) under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter “ARPA” or the “Act”, is made and entered into as of the Effective Date (defined herein).

**RECITALS**

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

**WHEREAS**, state, territorial, local and tribal governments must comply with the Final Rule by April 1, 2022 when the Final Rule takes 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 to cover costs that are necessary expenditures incurred due to the public health emergency of the COVID-19 pandemic;

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

1           **WHEREAS**, on October 4, 2022 (Minute Order 3.44), the Board approved the second  
2 installment allocation of ARPA funds to focus on projects and/or programs that serve as a  
3 pathway to create affordable housing with necessary supporting infrastructure to assist low-  
4 income communities disproportionately affected by the COVID-19 pandemic;

5           **WHEREAS**, SUBRECIPIENT is proposing to utilize ARPA Grant funds to pay a portion  
6 of the costs of the Desert Rose Apartments Backflow Replacement (“Project”). The proposed  
7 project is for the benefit of the apartment complex owned by the SUBRECIPIENT and the  
8 surrounding community;

9           **WHEREAS**, Desert Rose Apartments is comprised of affordable housing restricted to  
10 households at or below 50% of the area median income and the surrounding community is an  
11 underserved low-income community disproportionately impacted by the COVID-19 pandemic.  
12 The community center at the Desert Rose Apartments will be upgraded to better serve the  
13 residents, their children, and the surrounding community. The Project is more specifically  
14 described are attached hereto and incorporated herein as **Exhibit “A”**;

15           **WHEREAS**, the purpose of this Agreement is for COUNTY to provide financial  
16 assistance to SUBRECIPIENT in the maximum grant amount of Eighty-Two Thousand, Eight  
17 Hundred and Fifty-Two Dollars (\$82,852.00) consisting of SLFRF funds, to fund a portion of  
18 the Project’s costs, as more fully described herein;

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

24           **WHEREAS**, the ARPA-assisted activities described herein comply with the Eligible Uses  
25 under ARPA Rules in that they are necessary to assist populations experiencing food and housing  
26 insecurity as a result of impacts due do to the COVID-19 pandemic;  
27  
28

1           **WHEREAS**, SUBRECIPIENT, as a public entity, is eligible under the Act to receive  
2 ARPA funds to provide those services that conform with the Eligible Uses of the Act as  
3 described herein;

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

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

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

9           1.     PURPOSE. SUBRECIPIENT shall carry out the Project described in **Exhibit**  
10 **“A”**, by utilizing the sum of Eighty-Two Thousand Eight Hundred Fifty-Two Dollars  
11 (\$82,852.00) in ARPA Program funds (“ARPA Grant”), as set forth and in the manner provided  
12 in the Scope of Work attached hereto as **Exhibit "A"** and incorporated herein by this reference.  
13 SUBRECIPIENT shall undertake and complete the ARPA activities required herein and at the  
14 time frame as set forth in the Implementation Schedule and Budget Attachment, attached hereto  
15 as **Exhibit “B”** and incorporated herein by this reference. SUBRECIPIENT shall utilize the  
16 ARPA Grant as required herein and pursuant to the Act and ARPA rules and regulations. Any  
17 and all work or services provided hereunder shall be in full conformity with the Act and the  
18 ARPA Rules. Any and all work or services provided hereunder shall be in full conformity with  
19 the Act and any amendments thereto and the federal regulation and guidelines now or  
20 hereinafter enacted pursuant to the Act.

21           2.     TERM. The term of this Agreement shall be for a period commencing on the  
22 Effective Date, and terminating on September 30, 2026, unless sooner terminated as provided  
23 in **Section 5** herein.

24           3.     DISBURSEMENT OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT  
25 the ARPA Grant as specified in **Section 1** above for all approved costs. The SUBRECIPIENT  
26 shall not submit more often than monthly to the ARPA Administrator of COUNTY a certified  
27 statement setting forth in detail the expenditures made for which it is asking reimbursement  
28 along with pertinent supporting documentation. The COUNTY shall promptly review the  
monthly expenditure statement and reimburse the SUBRECIPIENT for the approved costs in

1 accordance with its usual accounting procedures. The COUNTY may require from  
2 SUBRECIPIENT such supporting documentation as may be necessary and appropriate for the  
3 COUNTY to make its determination as to allowable costs. Each disbursement of ARPA Grant  
4 funds shall be made within thirty (30) days after SUBRECIPIENT has submitted its statement  
5 of expenditure.

6 4. RECORDS AND INSPECTIONS. The SUBRECIPIENT shall maintain financial,  
7 programmatic, statistical, client data, and other supporting records of its operations and financial  
8 activities in accordance with the *Uniform Administrative Requirements, Cost Principles, and*  
9 *Audit Requirements for Federal Awards* (2 (CFR) Part 200) and 601(d) of the Social Security  
10 Act.

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

14 Said records shall be retained for a period of less than five (5) years from the date that the  
15 activity or program funded with the ARPA Grant is closed out by the COUNTY. Exceptions to  
16 the five (5) year retention period requirements pursuant to 2 CFR 200.333:

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

19 ii. when the SUBRECIPIENT is notified in writing by the COUNTY, U.S.  
20 Department of Treasury, or other Federal agency to extend the retention period;

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

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

25 v. Reserved;

26 vi. Reserved.

27 SUBRECIPIENT shall obtain an external audit in accordance with the Uniform  
28 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2  
CFR Section 200.500). Audits shall usually be performed annually but not less frequently than



1 every two years. Nonprofit institutions and government agencies that expend less than \$750,000  
2 a year in federal awards are exempt from federal audit requirements, but records must be  
3 available for review by appropriate officials of the federal grantor agency or subgranting entity.  
4 The audit report shall be submitted to the COUNTY within 180 days after the end of the  
5 COUNTY'S fiscal year.

6 SUBRECIPIENT shall maintain a separate account for ARPA Grant funds.

7 5. TERMINATION.

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

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

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

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

19 (iii) In the event the funding from the U.S. Department of Treasury,  
20 referred to in the recitals herein, is reduced, terminated or otherwise becomes unavailable.  
21 COUNTY shall provide written notice to SUBRECIPIENT within five (5) days from the date  
22 U.S. Department of Treasury reduces, suspends, or terminates the ARPA funding. This  
23 Agreement shall be either terminated or amended to reflect said reduction in ARGA Grant  
24 funds.

25 c. This Agreement may be terminated and/or funding suspended, in whole or  
26 in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles,  
27 and Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall be based on  
28 the failure of the SUBRECIPIENT to materially comply with either the terms or conditions of  
this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to incur any costs

1 related thereto, or connected with, any area of conflict from which the COUNTY has  
2 determined that suspension of funds is necessary. SUBRECIPIENT acknowledges that failure  
3 to comply with Federal statutes, regulations, or the terms and conditions of this Agreement may  
4 be considered by the COUNTY in evaluating future ARPA and non-ARPA funding applications  
5 submitted by SUBRECIPIENT.

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

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

13 6. RESERVED.

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

20 All disbursements of ARPA Grant funds will be made as follows:

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

26 b. In no event shall COUNTY be held liable for expenses incurred by  
27 SUBRECIPIENT in excess of the ARPA Grant allocation as set forth in **Section 1, PURPOSE,**  
28 above.

c. Reserved.

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

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

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

19           10. RESERVED.

20           11. RESERVED.

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

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

          a. Workers' Compensation:

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

7 b. Commercial General Liability:

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

15 c. Vehicle Liability:

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

22 d. General Insurance Provisions - All lines:

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

28 (ii). The SUBRECIPIENT'S insurance carrier(s) must declare its insurance self-  
insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such  
retentions shall have the prior written consent of the County Risk Manager before the

1 commencement of operations under this Agreement. Upon notification of self-insured retention  
2 unacceptable to the COUNTY, and at the election of the County's Risk Manager,  
3 SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as  
4 respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of  
5 losses and related investigations, claims administration, and defense costs and expenses.

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

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

(v). If, during the term of this Agreement or any extension thereof, there is a

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

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

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

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

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

27 With respect to any action or claim subject to indemnification herein by SUBRECIPIENT,  
28 SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice and  
shall have the right to adjust, settle, or compromise any such action or claim without the prior

1 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise  
2 in no manner whatsoever limits or circumscribes SUBRECIPIENT'S indemnification to  
3 Indemnitees as set forth herein.

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

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

11 15. FEDERAL REQUIREMENTS. SUBRECIPIENT shall comply with the  
12 provisions of the Act and ARPA Rule and any applicable amendments thereto and the federal  
13 regulations and guidelines now or hereafter enacted pursuant to the Act. SUBRECIPIENT shall  
14 abide by the provisions of the COUNTY'S ARPA program policies.

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

19 17. RESERVED.

20 18. COMPLIANCE WITH LAWS, REGULATIONS, NONDISCRIMINATION,  
21 AND EQUAL OPPORTUNITY.

22 By executing this Agreement, SUBRECIPIENT hereby certifies that it will adhere to and comply  
23 with all federal, state and local laws, regulations and ordinances. In particular, SUBRECIPIENT  
24 shall comply with the Act and ARPA Rules and the following as they may be applicable to  
25 SUBRECIPIENT in connection with the ARPA Grant funds:

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

1 religion, sex, or national origin. SUBRECIPIENT shall ensure that all qualified applicants will  
2 receive consideration for employment without regard to race, color, religion, sex or national origin.

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

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

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

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

17 e. The regulations, policies, guidelines and requirements of the Uniform  
18 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2  
19 CFR Part 200) as they relate to the acceptance and use of federal funds under the federally-assigned  
20 program;

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

23 g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended;

24 h. *Rights to Data and Copyrights*: Contractors and consultants agree to comply  
25 with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part  
26 27.404-3, Federal Acquisition Regulations (FAR).

27 i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)  
28



1 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et  
2 seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a  
3 provision that requires the recipient to agree to comply with all applicable standards, orders or  
4 regulations issued pursuant to the *Clean Air Act* (42 U.S.C. 7401 et seq.) and the *Federal Water*  
5 *Pollution Control Act* as amended (33 U.S.C. Section 1251 et seq.). Violations shall be reported  
6 to the Federal awarding agency and the Regional Office of the Environmental Protection Agency  
7 (EPA).

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

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

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

1 k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689):* No  
2 contract award shall be made to parties listed on the government wide exclusions in the System  
3 for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement  
4 Executive Orders (E.O.s) 12549 and 12689, "Debarment and Suspension." SAM Exclusions  
5 contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as  
6 parties declared ineligible under statutory or regulatory authority other than E.O. 12549.  
7 Contractors with awards that exceed the small purchase threshold shall provide the required  
8 certification regarding its exclusion status and that of its principal employees.

9 1. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (Pub.  
10 L. 100-690) requires SUBRECIPIENTS (including individuals) of federal agencies, as a prior  
11 condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each  
12 potential recipient must certify that it will comply with drug-free workplace requirements.

13 m. *Access to Records and Records Retention:* The SUBRECIPIENT or Contractor,  
14 and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or  
15 County officials or authorized representatives access to the work area, as well as all books,  
16 documents, materials, papers, and records of the SUBRECIPIENT or Contractor, and any sub-  
17 consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of  
18 making audits, examinations, excerpts, and transcriptions. The SUBRECIPIENT or Contractor,  
19 and any sub-consultants or sub-contractors, further agree to maintain and keep such books,  
20 documents, materials, papers, and records, on a current basis, recording all transactions pertaining  
21 to this Agreement in a form in accordance with generally acceptable accounting principles. All  
22 such books and records shall be retained for such periods of time as required by law, provided,  
23 however, notwithstanding any shorter periods of retention, all books, records, and supporting detail  
24 shall be retained for a period of at least five (5) years after the expiration of the term of this  
25 Agreement, or final payment is made, whichever is later.

26 n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress  
27  
28

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

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

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

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

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

26 s. *Lead-based paint*. The ARPA-Assisted Units are subject to the lead-based  
27  
28

1 paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning  
2 Prevention Act (42 U.S.C. 4821, et seq.). The lead-based paint provisions of 24 CFR 982.401 (j),  
3 except 24 CFR 982.401 (j)(1)(i), also apply, irrespective of the applicable property standard under  
4 §92.251.

5 t. *Labor.* SUBRECIPIENT shall comply with any applicable labor regulations  
6 and all other State and Federal laws in connection with the construction of the improvements  
7 which comprise the Project, including if applicable, requirements relating to Davis Bacon.  
8 SUBRECIPIENT agrees and acknowledges that it is the responsibility of SUBRECIPIENT to  
9 obtain a legal determination, at SUBRECIPIENTS sole cost and expenses as to whether Davis  
10 Bacon wages must be paid for during the construction of the Project. SUBRECIPIENT agrees to  
11 indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out  
12 of a related to SUBRECIPIENT's failure to comply with any and applicable prevailing wage  
13 requirements.  
14

15 u. *Model Energy Code* published by the Council of American Building Officials.

16 v. *Consultant Activities.* No person providing consultant services in an employer-  
17 employee type relationship shall receive more than a reasonable rate of compensation for personal  
18 services paid with ARPA funds.

19 w. *Uniform Administrative Requirements* of 2 CFR Part 200 as now in effect and  
20 as may be amended from time to time. Federal awards expended as a recipient or a subrecipient,  
21 as defined therein, would be subject to single audit. The payments received for goods or services  
22 provided as a vendor would not be considered Federal awards.

23 x. SUBRECIPIENT shall include written agreements that include all provisions  
24 of **Section 18** if SUBRECIPIENT provides ARPA funds to for-profit owners or developers, non-  
25 profit owners or developers, sub-recipients, homeowners, homebuyers, tenants receiving tenant-  
26 based rental assistance, or contractors.

27 y. *Immigration requirements of Federal Register*, Vol. 62, No. 221, Department  
28

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

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

8 19. SUBRECIPIENT MONITORING. SUBRECIPIENT shall comply with all  
9 COUNTY ARPA program subrecipient monitoring requirements as required by the Uniform  
10 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2  
11 CFR Part 200), as amended.

12 20. AFFIRMATIVE ACTION COMPLIANCE. Each subrecipient or subcontractor  
13 with less than fifty (50) employees shall comply with Section 202 of Part II of Executive Order  
14 11246, as amended. SUBRECIPIENT shall insure that subcontractors, if any, falling within the  
15 scope of this provision shall comply in full with the requirements thereof. The equal opportunity  
16 clause contained in section 202 of Executive Order 11246, as amended, is hereby incorporated  
17 into this Agreement by reference.

18 21. PROHIBITION AGAINST CONFLICTS OF INTEREST.

19 a. SUBRECIPIENT and its assigns, employees, agents, consultants, officers  
20 and elected and appointed officials shall become familiar with and shall comply with the ARPA  
21 Conflict of Interest regulations under the ARPA Rules, and the Uniform Administrative  
22 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

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

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

d. Reserved

1 e. Reserved

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

9 g. Reserved.

10 22. RESERVED.

11 23. LOBBYING. SUBRECIPIENT certifies to the best of its knowledge and belief,  
12 that:

13 a. No federally-appropriated funds have been paid or will be paid, by or on  
14 behalf of the undersigned, to any person for influencing or attempting to influence an officer or  
15 employee of any agency, a member of Congress, an officer or employee of Congress, or an  
16 employee of a member of Congress in connection with the awarding of any federal contract, the  
17 making of any federal grant, the making of any federal loan, the entering into of any cooperative  
18 agreement, and the extension, continuation, renewal, amendment, or modification of any federal  
19 contract, grant, loan, or cooperative agreement.

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

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

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

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

8 25. RESERVED.

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

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

22  
23 COUNTY  
3403 10<sup>th</sup> St, Suite 300, Riverside, CA 92501  
24 Attention: Housing and Workforce Solutions

25 HACR  
26 5555 Arlington Avenue, Riverside, CA 92507  
Attention: Deputy Director

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

1           29.   RESERVED.

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

12           31.   RESERVED.

13           32.   RESERVED.

14           33.   RESERVED.

15           34.   JURISDICTION AND VENUE. Any action at law or in equity arising under this  
16 Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining  
17 the validity of any provision of this Agreement shall be filed only in the Superior Court of the  
18 State of California, located in Riverside, California, and the Parties hereto waive any provisions  
19 of law providing for a change of venue to another location.

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

23           36.   WAIVER. Any waiver by COUNTY of any breach of any one or more of the  
24 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach  
25 of the same or of any other term of this Agreement. Failure on the part of COUNTY to require  
26 exact, full and complete compliance with any terms of this Agreement shall not be construed as  
27 in any manner changing the terms or preventing COUNTY from enforcement of the terms of  
28 the Agreement.

          37.   ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits



1 hereto constitutes the entire Agreement of the Parties with respect to its subject matter and  
2 supersedes all prior and contemporaneous representations, proposals, discussions, and  
3 communications, whether oral or in writing. No oral understanding or agreement not  
4 incorporated herein shall be binding on any of the Parties hereto. Each of the attachments and  
5 exhibits attached hereto is incorporated herein by this reference.

6 38. ADMINISTRATION/CONTRACT LIAISON; MINISTERIAL ACTS. The  
7 Director of HWS, or designee(s), and the Executive Director of SUBRECIPIENT, or  
8 designee(s), are authorized to administer this Agreement and take such ministerial actions as  
9 may be necessary or appropriate to implement the terms, provisions, and conditions of this  
10 Agreement as it may be amended from time to time by COUNTY.

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

18 40. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits  
19 attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that  
20 they have the authority to execute this Agreement and warrant and represent that they have the  
21 authority to bind the respective Parties to this Agreement and to the performance of its  
22 obligations hereunder.

23 41. EFFECTIVE DATE. The Effective Date of this Agreement is the date the Parties  
24 sign the Agreement. If the Parties sign the Agreement on more than one date, then the last date  
25 the Agreement is signed by a Party shall be the Effective Date.

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

43. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses  
for the ARPA Grant-funded Project covered under the terms of this Agreement prior to

1 receiving written authorization to proceed from COUNTY.

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

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

9 46. SOURCE OF FEDERAL FUNDING. SUBRECIPIENT acknowledges that the  
10 source of funding pursuant to this Agreement is SLFRF funds (CFDA 14.231), and the Grant  
11 Award Number is: B-18-UC-06-0506.

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

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

18 49. RESERVED.

19  
20  
21 Remainder of Page Intentionally Blank

22 [Signatures on Following Page]  
23  
24  
25  
26  
27  
28

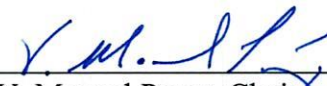
1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of  
2 the day and year set forth below.


3  
4 **SUBRECIPIENT:**

**COUNTY:**

5 HOUSING AUTHORITY OF THE  
6 COUNTY OF RIVERSIDE, a public entity,  
7 corporate and politic

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

8 By:   
9 V. Manuel Perez, Chair  
Board of Commissioners

By:   
Chuck Washington, Chair  
Board of Supervisors

10  
11 Dated: 12/03/2024

Dated: 12/03/2024

12  
13 ATTEST:  
14 Kimberly A. Rector, Clerk of Board

ATTEST:  
Kimberly A. Rector, Clerk of Board

15 By:   
16 Deputy


By:   
Deputy

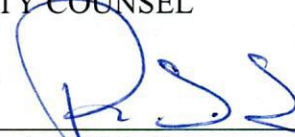
17 Dated: 12/03/2024

Dated: 12/03/2024

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

APPROVED AS TO FORM:  
MINH C. TRAN  
COUNTY COUNSEL

21 By:   
22 Amrit P. Dhillon,  
23 Deputy General Counsel

By:   
Paula S. Salcido,  
Deputy County Counsel

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit "A"**  
**Scope of Work Requirement**

1. The work under this Contract shall be performed at the Desert Rose Apartments located in the unincorporated community of Ripley, County of Riverside, State of California ("Property") and shall include furnishing all labor, material, equipment, tools, supplies, and services and incidentals, and performing all work necessary for the Replacement of the Backflow Preventor and Meter at the Desert Rose Apartments.
2. Desert Rose Apartments Backflow Project Overview: This Backflow Project will include, but are not limited to, any portion of the following:
  - a. Initial planning and site review: Review existing documentation before commencing design, verify existing conditions related to the existing facilities and at the proposed site; verify the accuracy of the record documentation obtained and utilize this information in the preparation of the Backflow Replacement.
  - b. Coordinate design and construction activities with HACR Representative.
  - c. The design of the Project shall meet all relevant requirements of the applicable jurisdictions, codes, and regulations, such as those of the Riverside County Water District, and Transportation Land Management (TLMA), if applicable. State of California Building Codes, Title 24, and any other applicable laws.
  - d. Documents may require phasing depending on the project need.
  - e. Once complete, the contractor will complete the replacement of the Backflow Preventor and the Meter within the agreed upon timeframe.

1  
2  
3 **Exhibit “B”**  
4 **Implementation Schedule and Budget Attachment**

5 **Grantee:** Housing Authority of the County of Riverside  
6 **Address:** 5555 Arlington Avenue, Riverside, California  
7 **Project Title:** Desert Rose Backflow Replacement Project  
8 **Location:** 24-501 School Road, Ripley, California 92225

9 **Project Description:**

10 The Housing Authority of the County of Riverside has applied to the County of Riverside  
11 (“County”) for ARPA funding in the amount of \$82,852.00 to pay for the Backflow Preventor and  
12 Meter Replacement.

13 **IMPLEMENTATION SCHEDULE**

<b>Milestone</b>	<b>Completion Date</b>
(1) County Approval	November 2024
(2) Financing Commitment	November 2024
(3) Desert Rose Apartments Backflow Project	May 2025
(4) Completion Deadline	September 2026

17 **BUDGET**

<b>Funding Sources</b>	<b>Amount</b>
Riverside County ARPA Loan	<b>\$75,320.00</b>
<b>10% Contingency</b>	<b>\$7,532.00</b>
Total	<b>\$82,852.00</b>