

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.37
(MT 26364)

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Housing and Workforce Solutions (HWS) regarding the approval of the Subrecipient Grant Agreement for the use of American Rescue Plan Act (ARPA) Funds in the Amount of \$151,149 for the Jack E. Marlowe - Ripley Family Park Renovation Project located at 24699 School Road, Ripley, CA and Authorize Chair of the Board to Execute the Subrecipient Grant Agreement on behalf of the County, District 4, is continued to December 10, 2024 at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

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

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on December 3, 2024, of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: December 3, 2024
Kecia R. Harper, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By:  Deputy

AGENDA NO.
3.37

xc: HWS

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



ITEM: 3.37
(ID # 26364)

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 \$151,149 for the Jack E. Marlowe - Ripley Family Park Renovation Project located at 24699 School Road, Ripley, CA and Authorize Chair of the Board to Execute the Subrecipient Grant Agreement on behalf of the County; District 4. [\$151,149 Total Cost - 100% ARPA funds] (CEQA Exempt per State CEQA Guidelines Section 15301 and 15061(b)(3)) (Companion Item MT#26362)(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 \$151,149 in Fourth District's ARPA Allocation to cover renovation and the two (2) year weekly maintenance costs of Jack E. Marlowe park.
3. Approve a grant in the amount of \$151,149, utilizing Fourth District's ARPA Allocation to cover renovation and the two (2) year weekly maintenance costs to keep the Jack E. Marlowe park area clean and operating efficiently to serve the needs of the community, located in District 4;

Continued on page 2

ACTION:4/5 Vote Required, Policy


Heidi Marshall, Director 10/24/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Approve the attached Subrecipient Grant Agreement for the Use of American Rescue Plan Act (ARPA) Funds (Subrecipient Agreement);
5. Authorize the Chair to execute the attached Subrecipient Grant Agreement to provide a grant in the total amount of \$151,149 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 Grant 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.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$74,949	\$76,200	\$ 151,149	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% AMERICAN RESCUE PLAN ACT (ARPA) FUNDS			Budget Adjustment:	No
			For Fiscal Year:	24/25 – 25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Housing Authority of the County of Riverside (HACR) is a public entity that was formed in 1942 to provide federally subsidized housing and housing assistance to low-income families, within the County of Riverside. HACR is subject to the requirements of Title 24 of the Code of Federal Regulations (“CFR”), Housing Authorities Law (Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.) and HACR’s own procurement policy.

HACR is a committed partner in the community’s effort to revitalize neighborhoods and foster economic development, as well as to provide quality, affordable housing. The proposed project will completely renovate the Jack E. Marlowe Park, located at 24699 School Road, Ripley, within the County of Riverside, State of California. After the renovation of Jack E. Marlowe Project is complete, the contractor will provide landscape maintenance for two (2) years with no increases in maintenance services.

HACR has applied to the County of Riverside (County) for ARPA funding in the amount of \$151,149 to pay for the renovation of the Jack E. Marlowe Park and once complete, the

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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contractor will provide weekly landscape maintenance for two (2) years with no increases in maintenance services. The attached Subrecipient Agreement obligates \$151,149 of the ARPA funds.

County Counsel has reviewed and approved as to form the attached form of Subrecipient Grant Agreement for the Use of ARPA Funds. Staff recommends that the Board approve the form of Subrecipient Grant Agreement.

California Environmental Quality Act (CEQA):

This project will provide a comprehensive renovation of the Jack E. Marlowe Park. The project is exempt from CEQA pursuant to California Code of Regulations, Title 14, 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. The project as proposed is for renovation and continued maintenance. There will be no expansion of the existing use of the project. Additionally, the project is exempt from CEQA pursuant to Section 15061(b)(3) as there is no possibility the project will have a significant impact on the environment.

Impact on Residents and Businesses

Approving this item will have a positive impact on the citizens and businesses of Riverside County. The proposed project is expected to accommodate a wide range of recreation needs based on the surrounding community. Additionally, the newly renovated Jack E. Marlow Project will create a space for all community members to congregate safely and enjoy nature; kids can play under their parent's watchful eye and community members can improve their health with equipment. Jack E. Marlowe Park will have amenities to keep visitors of all ages active and engaged. This improvement will positively impact the overall health of residents and improve the surrounding neighborhood.

SUPPLEMENTAL:

Additional Fiscal Information

On October 19, 2021 (Minute Order 3.5), the Board of Supervisors allocated \$50,000,000 of ARPA funds for the purpose of addressing homelessness through development of affordable housing and providing shelter. The allocation was divided evenly between each Supervisorial District, \$10,000,000 per district (1st ARPA Allocation). The funding allocated by the Board was the State and Local Fiscal Recovery Funds (SLFRF) allocated to the County as part of the American Rescue Plan Act (ARPA) of 2021 (Pub. L 117-2). These ARPA funds are to focus on projects and/or programs that serve as a pathway to create affordable housing with necessary supporting infrastructure to assist low-income communities disproportionately affected by the COVID-19 pandemic.

On October 4, 2022 (Minute Order 3.44), the Board of Supervisors allocated an additional \$165,000,000 in ARPA funding (2nd ARPA allocation) as part of the American Rescue Plan Act

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of 2021 (Pub. L 117-2). Of this 2nd ARPA allocation, (referred to as Round 2 Funding) \$33,000,000 was equally distributed to each district.

Funding for this grant will be funded out of the Fourth District's 2nd ARPA allocation. No impact upon the County's General Fund; the County's contribution to the Project will be fully funded with American Rescue Plan Act (ARPA) funds.

Attachments:

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


Brianna Lontajo, Principal Management Analyst 11/27/2024


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



Notice of Exemption

To: Office of Planning and Research <i>For U.S Mail:</i> P.O. Box 3044 Sacramento, CA 95812-3044	<i>Street Address:</i> 1400 Tenth St. Sacramento, CA 95814	From: Public Agency: Address: Contact: Phone:	County of Riverside Department of Housing and Workforce Solutions 5555 Arlington Ave Riverside, CA 92504 Erlan Gonzalez, Principal Development Specialist 951-343-5464
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<input checked="" type="checkbox"/> County Clerk County of: <u>Riverside</u> 2724 Gateway Drive P.O. Box 751 Address: <u>Riverside, CA 92502-0751</u>	Lead Agency (if different from above): Address: _____ Contact: _____ Phone: _____
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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: Jack E. Marlowe Park Renovation Project

Project Location: 24699 School Road, Ripley, CA, 92225

Project Description:

- 1) The Housing Authority of the County of Riverside (HACR) is a committed partner in the community’s effort to revitalize neighborhoods and foster economic development. The proposed project will provide a comprehensive renovation to the Jack E. Marlowe Park, located at 24699 School Road, Ripley, within the County of Riverside, State of California. Once the renovation of Jack E. Marlowe Project is complete, Honor Landscape (contractor) will provide weekly landscape maintenance for an additional two (2) years to maintain the park.

Project Sponsor: County of Riverside

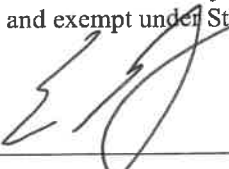
This is to advise that the County of Riverside Board of Supervisors approved the above project on

Lead agency or Responsible Agency

November 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. The proposed projects as described above are made pursuant to Health and Safety Code Section 50675.1.1 and any resulting agreements will be subject to the requirements of the aforementioned Health & Safety Code sections. 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 that there is no possibility that the activity in question may have a significant effect on the environment. This Project includes the application for ARPA funds. Therefore, the projects are statutorily exempt from CEQA and exempt under State CEQA Guidelines Section 15061 (b)(3).

Signature:  Title: Erlan Gonzalez, Principal Development Specialist

Date: 10/30/24 Date received for filing: _____

1
2 **SUBRECIPIENT GRANT AGREEMENT FOR THE USE OF**
3 **AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**
4

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

16 **RECITALS**

17 **WHEREAS**, on March 11, 2021, to address the negative economic impacts of the COVID-
18 19 pandemic, President Joseph R. Biden signed into law the Act, and on January 6, 2022, the
19 U.S. Treasury adopted a Final Rule implementing the "SLFRF";

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

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

25 **WHEREAS**, on October 19, 2021, via Minute Order 3.5, the Board of Supervisors of the
26 County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter
27 capacity, permanent supportive housing units, and affordable housing to help address
28 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 for the
6 Jack E. Marlowe Renovation (“Project”). The proposed project will completely renovate the
7 Jack E. Marlowe Park, located at 24699 School Road, Ripley, within the County of Riverside,
8 State of California. After the renovation of Jack E. Marlowe Project is complete, the contractor
9 will provide landscape maintenance for two (2) years with no increases in maintenance
10 services;

11 **WHEREAS**, Jack E. Marlowe Park is a community park located in unincorporated
12 community of Ripley. The proposed project is expected to accommodate a wide range of
13 recreation needs based on the surrounding community. Additionally, the renovations to Jack E.
14 Marlow Park will create a space for all community members to congregate safely and enjoy
15 nature; kids can play under their parent’s watchful eye and community members can improve
16 their health with equipment, all relaxing environments. Jack E. Marlowe Park will have
17 amenities to keep visitors of all ages active and engaged. This improvement will positively
18 impact the overall health of residents and improve the surrounding neighborhood;

19 **WHEREAS**, the purpose of this Agreement is for COUNTY to provide financial
20 assistance to SUBRECIPIENT in the maximum grant amount of One Hundred Fifty-One
21 Thousand One Hundred and Forty-Nine Dollars (\$151,149.00) consisting of SLFRF funds, to
22 fund a portion of the Project’s costs, as more fully described herein;

23 **WHEREAS**, pursuant to 31 CFR Part 35.6, one of the Eligible Uses (as defined under
24 ARPA Rules) of the SLFRF funds a program, service, capital expenditure, or other assistance
25 that is provided to a disproportionately impacted household, population, or community,
26 including: Investments in communities to promote improved health outcomes and public safety
27 such as parks; Facilities and equipment related to the provision of these services to the
28 disproportionately impacted household, population, or community;

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 One Hundred and Fifty-One Thousand One Hundred Forty-Nine
11 Dollars (\$151,149.00) in ARPA Program funds (“ARPA Grant”), as set forth and in the manner
12 provided in the Scope of Work attached hereto as **Exhibit “A”** and incorporated herein by this
13 reference. SUBRECIPIENT shall undertake and complete the ARPA activities required herein
14 and at the time frame as set forth in the Implementation Schedule and Budget Attachment,
15 attached hereto as **Exhibit “B”** and incorporated herein by this reference. SUBRECIPIENT
16 shall utilize the ARPA Grant as required herein and pursuant to the Act and ARPA rules and
17 regulations. Any and all work or services provided hereunder shall be in full conformity with
18 the Act and the ARPA Rules. Any and all work or services provided hereunder shall be in full
19 conformity with the Act and any amendments thereto and the federal regulation and guidelines
20 now or 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 sub-granting 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 Country'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 b. Executive Order 11063, as amended by Executive Order 12259, and
11 implementing regulations at 24 CFR Part 107;

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

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

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

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 l. *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
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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.

20 q. *Contract Work Hours and Safety Standards Act (CWHSA) (30 U.S.C. 3701-*
21 *3708)*: SUBRECIPIENT shall comply with all applicable provisions of the CWHSA.

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

27 s. *Lead-based paint*. The ARPA-Assisted Units are subject to the lead-based
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 SUBRECIPIENT'S 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 u. *Model Energy Code* published by the Council of American Building Officials.

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

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

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

26 y. *Immigration requirements of Federal Register*, Vol. 62, No. 221, Department
27
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 10th St, Suite 300, Riverside, CA 92501
24 Attention: Housing and Workforce Solutions

25 HACR
5555 Arlington Avenue, Riverside, CA 92507
26 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
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21 Remainder of Page Intentionally Blank

22 [Signatures on Following Page]
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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: _____

Dated: _____

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

ATTEST:
Kimberly A. Rector, Clerk of Board

15 By: _____
16 Deputy

By: _____
Deputy

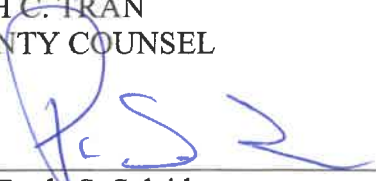
17 Dated: _____

Dated: _____

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

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL

23
24 By: 
25 Amrit P. Dhillon,
Deputy County Counsel

By: 
Paula S. Salcido,
Deputy County Counsel

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Exhibit "A"
Scope of Work

1. The work under this Contract shall be performed at the Jack E. Marlowe 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 Renovation of the Jack E. Marlowe Park.
2. Jack E. Marlowe Park Renovation Project Overview: This Renovation Project will include, but are not limited to, any portion of the following:
 - a. Initial planning and site review: Verify existing conditions related to the existing project at hand at the proposed site; see scope of work for final determination for project completion restoration.
 - b. Prepare a detailed work plan indicating required and recommended milestones, deliverables and submittals, review timeframes, and critical actions or decisions required of HACR. Make modifications and updates to the work plans as requested by HACR staff.
 - c. Coordinate design and landscape/restoration activities with HACR Development staff.
 - d. The design of the Project shall meet all relevant requirements of the applicable jurisdictions, codes, and regulations, such as State Fire Marshall, local Fire Departments, Americans with Disabilities Act ("ADA"), Title 24, and any other applicable laws.
 - e. Once approved, contractor shall complete the construction/renovation of the Project. After renovation is complete, the Contractor will continue weekly maintenance, which will begin within two (2) weeks after renovation, for a total of years (2); totaling twenty-four (24) months.

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

4 **Grantee:** Housing Authority of the County of Riverside
5 **Address:** 5555 Arlington Avenue, Riverside, California
6 **Project Title:** Jack E. Marlowe Renovation Project
7 **Location:** 24699 School Road, Ripley, California 92225

8 **Project Description:**

9 The Housing Authority of the County of Riverside has applied to the County of Riverside
10 (“County”) for ARPA funding in the amount of \$151,149 to pay for the comprehensive renovation,
11 which includes landscape design and construction of Jack E. Marlowe Park and to provided two
12 years of continued maintenance once renovation is complete.

13 **IMPLEMENTATION SCHEDULE**

Milestone	Completion Date
(1) County Approval	November 2024
(2) Financing Commitment	November 2024
(3) Jack E. Marlowe Renovation Project	January 2025
(4) Renovation completion Deadline	January 2025

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18 **BUDGET**

Funding Sources	Amount
Renovation of Jack E. Marlowe Park	\$68,135
10% Contingency	\$6,814
2 years’ weekly maintenance (\$3,175 a month x 12 months)	\$76,200
Total	\$151,149.00