

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



ITEM: 3.4
(ID # 25118)

MEETING DATE:
Tuesday, January 07, 2025

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Adopt Resolution No. 2025-16, Approving the County of Riverside's Manufactured Housing Rehabilitation (MHR) Program; Authorizing the Director of Housing and Workforce Solutions, or Designee, to Administer the MHR Program on Behalf of the County of Riverside From Funding Derived from the Grant Received from the State of California Department of Housing and Community Development; and Authorizing the Director of Housing and Workforce Solutions, or Designee, to Procure, Execute, and Administer Grant Agreements in an Amount Not to Exceed \$50,000 for the Completion of Projects Associated with the MHR Program; All Districts. [\$5,000,000 - 100% State MORE Funds] (CEQA Exempt per State CEQA Guidelines Section 15061(b)(3) and/or not a project under CEQA) (Clerk of the Board to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

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

Continued on page 2

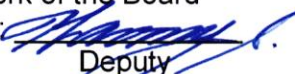
ACTION:Policy


Heidi Marshall, Director 7/9/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Perez and Gutierrez
Nays: None
Absent: Washington
Date: January 7, 2025
xc: HWS, State Clearinghouse, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. 2025-16, Approving the County of Riverside's Manufactured Housing Rehabilitation (MHR) Program; Authorizing the Director of Housing and Workforce Solutions, or Designee, to Administer the MHR Program on Behalf of the County of Riverside From Funding Derived from the Grant Received from the State of California Department of Housing and Community Development; and Authorizing the Director of Housing and Workforce Solutions, or Designee, to Procure, Execute, and Administer Grant Agreements in an Amount Not to Exceed \$50,000 for the Completion of Projects Associated with the MHR Program;
3. Authorize the use of up to \$500,000 to pay direct County staff related and delivery costs for the MHR Program;
4. Approve the attached MHR Program Information and Policies ("Program Manual");
5. Approve the forms for the County of Riverside's MHR Program attached as exhibits to the Program Manual: Homeowner Grant Agreement, including all attachments, Covenant Agreement, General Contractor Agreement, Project Completion Form and Release of Covenant (collectively, the "Grant Documents"), each approved as to form by County Counsel;
6. Authorize the Director of HWS, or designee, to make administrative revisions and amendments to the Program Manual, subject to approval as to form by County Counsel;
7. Authorize the Director of HWS, or designee, to take all necessary steps to implement the MHR Program including, but not limited to, approving expenditures of funding approved by the Board, drafting, negotiating, and executing, subsequent essential and relevant documents, including but not limited to, MHR Program Grant Documents for qualified residents in an amount not to exceed \$50,000 per household that substantially conform in form and substance to the attached Grant Documents, subject to approval as to form by County Counsel;
8. Authorize the Director of HWS, or designee, to take all necessary steps to implement the Agreement(s), including but not limited to: (a) signing subsequent necessary and relevant documents; (b) signing any necessary agreement(s), and (c) negotiating, signing and implementing any amendments to any Grant Documents or agreement(s), all subject to approval by County Counsel; and
9. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse at the Office of Planning and Research (OPR) within five (5) business days of approval.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$5,000,000	\$ 0	\$5,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State - Manufactured Housing Opportunity & Revitalization (MORE) Program Funds			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On May 2, 2023, the California Department of Housing and Community Development (HCD) published a Notice of Funding Availability for the Manufactured Housing Opportunity and Revitalization (MORE) Program for a not to exceed loan amount of \$10 million. HCD has been accept applications through June 30, 2024, or until all funds have been awarded. Pursuant to Health of Safety Code Section 50786, as amended by Senate Bill 197 (Chapter 70, Statutes of 2022), the MORE funds are provided as forgivable loans for a wide range of activities directed towards preserving mobile homes as a significant source of affordable homeownership in California. Eligible MORE activities are intended to improve the health and safety conditions of mobile home parks and individual mobile homes to the benefit of low-income households.

On September 26, 2023 (Minute Order 3.19), the Board of Supervisors authorized the submittal of an application under HCD's MORE Program for the rehabilitation or replacement of residents' mobile homes to assist qualified low-income mobile/manufactured homeowners to address health and safety concerns in their homes. Eligible uses of MORE funds include, but are not limited to, repairs, accessibility and energy efficiency upgrades, and replacement of mobile homes. On January 3, 2024, the HCD informed the County of its conditional award of a loan amount not to exceed \$5,000,000.

On June 4, 2024 (Minute Order 3.28), the Board of Supervisors authorized the acceptance of a loan amount not to exceed \$5,000,000 from HCD.

The \$5,000,000 in MORE funds will serve to fill a funding gap for the County's mobile home population, allowing them to access monies to address health and safety concerns in their homes. The Department of Housing and Workforce Solutions (HWS) will develop and administer the Manufactured Housing Rehabilitation (MHR) Program which will offer grant funds, derived from MORE funds, in an amount not to exceed \$50,000 to eligible low-income residents making at or below 80% of the Area Median Income for purposes which include, but are not limited to, repairs, accessibility upgrades, energy efficiency upgrades, and other items necessary to remedy a Health and Safety violations, including replacement (with HCD approval). Eligible low-income homeowners will be prioritized as follows:

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

1. Have received cited/non-cited violation(s).
2. Have received a report from a licensed professional that details substandard conditions and/or nuisances that require remediation.
3. All other applications that are eligible for assistance under the Program.

Staff recommends acceptance of MORE funds and direct project staffing and delivery costs in an amount not to exceed 10% of MORE funds as follows:

MHR Program – Programmatic	\$4,500,000	MORE Project Funding
MHR Program – Admin (10%)	\$ 500,000	Direct Project Staffing and Delivery Costs
Total	\$5,000,000	

The MHR Program finance documents will include a grant agreement and affordability covenants restricting resale of the homes for a period of 5 years.

To ensure equitable disbursement of grant funds throughout the County, HWS will proportionately allocate funds based on the number of manufactured units, with a minimum allocation of \$500,000, in each supervisorial district, see below for breakdown. Additionally, HWS shall work with local code enforcement and building officials to solicit referrals for current units with code violations.

District	Programmatic	Admin	Total
1	\$ 450,000	\$ 50,000	\$ 500,000
2	\$ 540,000	\$ 60,000	\$ 600,000
3	\$ 450,000	\$ 50,000	\$ 500,000
4	\$ 1,620,000	\$ 180,000	\$ 1,800,000
5	\$ 1,440,000	\$ 160,000	\$ 1,600,000
Total	\$ 4,500,000	\$ 500,000	\$ 5,000,000

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

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

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

HWS is requesting adoption of Resolution No. 2025-16, which is a delegation of authority from the Board of Supervisors to the Director of the HWS, or designee to advertise, procure, and contract with a construction/project manager and all related contractors necessary to complete projects associated with the MHR Program, as needed, and approval of the Grant Documents templates.

Additionally, to facilitate implementation and administration of the MHR Program, increase program efficiency, and save administrative costs, staff further recommends that the Board adopt Resolution No. 2025-16, delegating to the Director of Housing and Workforce Solutions, or designee the authority to: (i) approve, issue, and modify grants to qualified households in an amount not exceeding \$50,000, in accordance with the MHR Program guidelines, and (ii) draft, negotiate, approve and execute essential and relevant documents, including but not limited to, program Grant Documents for qualified households, such as grant agreements, covenant agreements, and other agreements, subject to the satisfaction of certain conditions precedent for the benefit of the County, and further subject to approval as to form by County Counsel. The result will be safe and decent housing for residents.

CEQA

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

Impact on Residents and Businesses

The MORE Program funding will allow the County to address rehabilitation and replacement needs for approximately 60 individual manufactured homes, preserving a source of affordable homeownership throughout the County. Access to these funds will help residents invest and improve the conditions of their mobile homes, enhancing the overall quality of life and safety.

Additional Fiscal Information

No impact upon the County’s General Fund; the County’s program will be fully funded and allocated through the California Department of Housing and Community Development MORE Program.

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

ATTACHMENTS

- Resolution No. 2025-16
- Manufactured Housing Rehabilitation Program Information and Policies
- Manufactured Housing Rehabilitation Program Residential Grant Agreement
- Manufactured Housing Rehabilitation Program Covenant Agreement
- Manufactured Housing Rehabilitation Program General Contractor Agreement
- Manufactured Housing Rehabilitation Program Release of Covenant Agreement
- Manufactured Housing Rehabilitation Program Project Completion Form
- Notice of Exemption



Brianna Lontajo, Principal Management Analyst 12/30/2024



Aaron Gettis, Chief of Deputy County Counsel 12/24/2024



FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202500007
01/07/2025 04:25 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
Address: 4080 Lemon Street, Suite 400
Riverside, CA 92501
Contact: Annjanette Aguilar
Phone: (760) 863-2541

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: Juan Garcia
Phone: +19519558126

SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): _____

Project Title: Manufactured Housing Rehabilitation (MHR) Program using Manufactured Housing Opportunity & Revitalization (MORE) Program Funds

Project Location (include county): County of Riverside, State of California

Project Description: The Department of Housing and Workforce Solutions is proposing to utilize and administer a grant of \$5,000,000 in Manufactured Housing Opportunity & Revitalization (MORE) Program Funds to provide home rehabilitation and enhancement services to directly address substandard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population. Eligible residents will receive a one-time grant amount not to exceed \$50,000 and will be subject to resale restrictions wherein the homes may be sold to income eligible households at or below 80% of area median income for the County of Riverside in which a regulatory agreement will be recorded for each of these projects for a term of five (5) years.

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

January 7, 2025 and has made the following determinations regarding the above described project:
(tentative date)

Find that the Manufactured Housing Rehabilitation (MHR) Program using Manufactured Housing Opportunity & Revitalization (MORE) Program Funds does not constitute a project under California Environmental Quality Act (CEQA) and Section 15004(b)(3), General Rule or "Common Sense" exemption, of the CEQA Guidelines in that it can be seen with certainty that there is no possibility that the approval of the MHR Program and related authorizations to administer, contract, procure will lead to any direct or reasonably indirect physical environmental impacts. Any activities or projects arising out of the MHR Program will be subject to separate CEQA review prior to taking any choice limiting or discretionary action in connection with such projects or activities. Additionally, the MHR Program is not deemed a project under CEQA per Section 15004(b).

Signature: (Public Agency) Title: Deputy Director

Date: 1/7/25 Date received for filing at OPR: _____

Document Root (Read-Only)

Selected Document

**2025010229 - NOE - Manufactured Housing Rehabilitation (MHR) Program using
Manufactured Housing Opportunity & Revitalization (MORE) Program Funds**

Riverside County

Created - **1/8/2025** | Submitted - **1/8/2025** | Posted - **1/8/2025** | Received - **1/8/2025** | Published - **1/8/2025**

Naomy Sicra

Document Details

Public Agency

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

Manufactured Housing Rehabilitation (MHR) Program using Manufactured Housing Opportunity & Revitalization (MORE) Program Funds

Document Description

The Department of Housing and Workforce Solutions is proposing to utilize and administer a grant of \$5,000,000 in Manufactured Housing Opportunity & Revitalization (MORE) Program Funds to provide home rehabilitation and enhancement services to directly address substandard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population. Eligible residents will receive a one-time grant amount not to exceed \$50,000 and will be subject to resale restrictions wherein the homes may be sold to income eligible households at or below 80% of area median income for the County of Riverside in which a regulatory agreement will be recorded for each of these projects for a term of five (5) years.

Attachments (Upload Project Documents)

NOE_Manufactured Housing Rehab.pdf

BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

RESOLUTION NO. 2025-16

APPROVING THE COUNTY OF RIVERSIDE’S MANUFACTURED HOUSING REHABILITATION (MHR) PROGRAM; AUTHORIZING THE DIRECTOR OF HOUSING AND WORKFORCE SOLUTIONS, OR DESIGNEE, TO ADMINISTER THE MHR PROGRAM ON BEHALF OF THE COUNTY FROM FUNDING DERIVED FROM THE GRANT RECEIVED FROM THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT; AND AUTHORIZING THE DIRECTOR OF HOUSING AND WORKFORCE SOLUTIONS, OR DESIGNEE, TO PROCURE, EXECUTE, AND ADMINISTER GRANT AGREEMENTS IN AN AMOUNT NOT TO EXCEED \$50,000 FOR COMPLETION OF PROJECTS ASSOCIATED WITH THE MHR PROGRAM

WHEREAS, the State of California Department of Housing and Community Development (“HCD”), as authorized by California Health & Safety Code § 50782, issued a Notice of Funding Availability – Manufactured Housing Opportunity and Revitalization Program, dated May 2, 2023, as amended November 9, 2023 (“MORE NOFA”), awarded Five Million Dollars (\$5,000,000) to the County of Riverside (“County”) to address the rehabilitation and replacement of individual mobile homes to preserve a source of affordable homeownership;

WHEREAS, the County’s Board of Supervisors, on June 4, 2024 (Minute Oder 3.28), adopted Resolution No. 2024-095, Authorizing the Acceptance and Administration of a \$5,000,000 Grant from the California Department of Housing and Community Development and Authorizing the Director of Housing Workforce Solutions, or Designee, to Enter into and Execute the State Standard Agreement and Any Required Documentation, and Amendments Thereto, Necessary to Receive and Administer the Grant;

WHEREAS, the County and the California Department of Housing and Community Development (“HCD”) executed Standard Agreement Number 23-MORE-18112 (“Standard Agreement”) for \$5,000,000 in grant funds (“HCD Funds”) to assist qualified low-income mobile and manufactured homeowners to address health and safety concerns in their homes; and

WHEREAS, pursuant to the Standard Agreement, one of the eligible uses of the HCD Funds, include, but are not limited to, repairs, accessibility and energy efficiency upgrades, and replacement of mobile homes.

NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Board of Supervisors of the County of Riverside (“Board”), in regular session

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 12/11/2024

1 assembled on January 7, 2025, at 9:30 a.m., or soon thereafter, in the meeting room of the Board
2 located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside,
3 California, that this Board does hereby determine and declare as follows:

- 4 1. That the above recitals are true and correct and incorporated as though set forth herein.
- 5 2. County, in accordance with the Standard Agreement and the State Manufactured Housing
6 Opportunity & Revitalization Program (MORE) Final Guidelines, dated May 2, 2023, and as
7 amended on November 9, 2023, hereby establishes the Manufactured Housing Rehabilitation
8 Program (“MHR Program”) using HCD Funds.
- 9 3. The MHR Program will offer HCD Funds in the form of a grant to eligible low-income
10 residents to pay for home rehabilitation and enhancement services to their mobile, modular, or
11 manufactured homes. A five-year affordability covenant will be recorded on title of owner-
12 occupied, single-family, manufactured, or modular homes affixed to the program applicant’s
13 real property. Should the program applicant’s mobile, manufactured, or modular home reside
14 on a rental space within a permitted mobile home park, the program applicant will similarly
15 execute a five-year affordability covenant and authorize County to register a lien with HCD.
- 16 4. Eligible uses of the HCD Funds include, but are not limited to repairs, accessibility upgrades,
17 energy efficiency upgrades, and other items necessary to remedy health and safety violations,
18 including replacement of mobile home (with HCD approval).
- 19 5. Each eligible program applicant may receive a one-time HCD Funds in the form of a grant in
20 an amount not to exceed \$50,000 per household.
- 21 6. Pursuant to County bidding procedures, Housing and Workforce Solutions (“HWS”) will
22 create a list of verified licensed contractors and solicit a minimum of three (3) bids for each
23 project, selecting the lowest, most responsive and responsible bidder. Exceptions can be made
24 on case-by-case basis. Selected contractor will inspect unit and determine feasibility of the
25 unit’s rehabilitation. Selected contractor will also be required to sign a General Contractor
26 Agreement with the program applicant.
- 27 7. The MHR Program will require participants to execute a Homeowner Grant Agreement, a
28

1 Covenant Agreement, a General Contractor Agreement, and if applicable, a lien to be
2 registered with HCD, imposing affordability restrictions and restricting resale of the unit for
3 a five (5) year period, forms of which are attached as exhibits to the MHR Program
4 Information and Policies (“MHR Grant Documents”).

5 8. The Board authorizes the Director of HWS, or designee, to administer and implement the MHR
6 Program on behalf of the County and to make administrative revisions and amendments to the
7 MHR Program Information and Policies, subject to approval as to form by County Counsel.

8 9. The Board authorizes the Director of HWS, or designee, to execute MHR Grant Documents
9 for qualified low-income residents in a not to exceed grant amount of \$50,000 per household,
10 and any amendments thereto, subject to approval as to form by County Counsel.

11 10. The Director of HWS, or designee, shall administer the HCD Funds in compliance with the
12 MHR Program objectives and guidelines, and all applicable State laws and regulations.

13 11. The Director of HWS, or designee, shall administer the HCD Funds allocated to the MHR
14 Program, shall implement and administer MHR Program, and sign all MHR Agreements
15 exhibits, reports, or similar documents made or required for completion of the MHR Program’s
16 projects.
17

18 12. The Director of HWS, or designee, shall promptly report to the Board grant funding changes
19 for County Budget and Auditor-Controller purposes. The Director of HWS, or designee, shall
20 also promptly report to the Board any material changes or significant new developments related
21 to MHR Program.

22 13. Each project funded under the MHR Program shall comply with the Standard Agreement
23 Number 23-MORE-18112, and all applicable local, state, and federal laws and regulations.
24

25 This Resolution shall take effect immediately upon its adoption.

26 //

2
3 RESOLUTION NO. 2025-16

4 APPROVING THE COUNTY OF RIVERSIDE'S MANUFACTURED HOUSING
5 REHABILITATION (MHR) PROGRAM; AUTHORIZING THE DIRECTOR OF
6 HOUSING AND WORKFORCE SOLUTIONS, OR DESIGNEE, TO ADMINISTER THE
7 MHR PROGRAM ON BEHALF OF THE COUNTY FROM FUNDING DERIVED
8 FROM THE GRANT RECEIVED FROM THE STATE OF CALIFORNIA
9 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT; AND
10 AUTHORIZING THE DIRECTOR OF HOUSING AND WORKFORCE SOLUTIONS,
11 OR DESIGNEE, TO PROCURE, EXECUTE, AND ADMINISTER GRANT
12 AGREEMENTS IN AN AMOUNT NOT TO EXCEED \$50,000 FOR COMPLETION OF
13 PROJECTS ASSOCIATED WITH THE MHR PROGRAM

14
15 ROLL CALL:

16
17 Ayes: Medina, Spiegel, Perez, and Gutierrez

18 Nays: None

19 Absent: Washington

20
21 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
22 Supervisors on the date therein set forth.

23
24 KIMBERLY A. RECTOR, Clerk of said Board

25 By: 

Deputy



MANUFACTURED HOUSING REHABILITATION PROGRAM

Program Information and Policies



A complete Manufactured Housing Rehabilitation Program participation packet:

1. Program Information (Information for Applicant Only); and
2. Application & Supporting Documents (Required to be collected with Application)

Revised October 2024

FORM APPROVED COUNTY COUNSEL
BY  AMRIT D. DHILLON
DATE 12/24/2024

MHR Program
1

TABLE OF CONTENTS

DEFINITIONS.....	3
TERMS	4
ELIGIBILITY REQUIREMENTS	4
PRIORITIZATION.....	5
SECURITY	5
ELIGIBLE REPAIRS	5
INELIGIBLE REPAIRS.....	7
APPLICATION PROCESS.....	7
APPLICATION SUBMISSION	7
INITIAL VISIT – APPLICATION REVIEW	7
PROJECT SET-UP	7
INSPECTION	8
BID.....	8
SELECTING A CONTRACTOR.....	8
THE PRE-CONSTRUCTION CONFERENCE	9
AGREEMENTS.....	9
ADVANCE DRAW REQUESTS.....	9
CONSTRUCTION.....	10
PROJECT COMPLETION	10
PROJECT MONITORING	11
RELEASE OF COVENANT AGREEMENT OR LIEN.....	12
REPORTING.....	12
EXHIBIT A – APPLICATION	13
EXHIBIT B – RESIDENT GRANT AGREEMENT	22
EXHIBIT C – COVENANT AGREEMENT	47
EXHIBIT D – GENERAL CONTRACTOR AGREEMENT	64
EXHIBIT E – RIGHT OF ENTRY AUTHORIZATION.....	76
EXHIBIT F - LEAD PAMPHLET RECEIPT.....	78
EXHIBIT G – INSPECTION WRITE-UP	80
EXHIBIT H – WORK WRITE-UP	82
EXHIBIT I – PRECONSTRUCTION CONFERENCE.....	84
EXHIBIT J – WORK APPROVAL AND FUND RELEASE FORM	87
EXHIBIT K – NOTICE TO PROCEED	89
EXHIBIT L – CHANGE ORDER.....	91
EXHIBIT M – PROJECT COMPLETION FORM.....	93
EXHIBIT N – RELEASE OF COVENANT AGREEMENT	96

MANUFACTURED HOUSING REHABILITATION PROGRAM (MHR)

Policies

On June 4, 2024 (Minute Item 3.28), the Board of Supervisors accepted a Program Award from the State of California Department of Housing and Community Development (HCD) for the Manufactured Housing Opportunity and Revitalization (MORE) Program in a loan amount not to exceed \$5,000,000.

On **January 7, 2025** (Minute Item **X.XX**), the Board of Supervisors approved the Manufactured Housing Rehabilitation (MHR) Program to remedy health and safety violations of manufactured homes and mobile homes in the County of Riverside (County), and delegated authority to administer the MHR Program to the Director of the Department of Housing and Workforce Solutions (HWS) in Resolution No. 2024-135.

To ensure equitable disbursement of grant funds throughout the County, HWS will proportionately allocate funds based on the number of manufactured units, with a minimum of \$500,000, in each supervisorial district, see below for breakdown. Additionally, HWS shall work with local code enforcement and building officials to solicit referrals for current units with code violations.

District	Programmatic	Admin	Total
1	\$450,000.00	\$50,000.00	\$ 500,000.00
2	\$540,000.00	\$60,000.00	\$ 600,000.00
3	\$450,000.00	\$50,000.00	\$ 500,000.00
4	\$1,620,000.00	\$180,000.00	\$ 1,800,000.00
5	\$1,440,000.00	\$160,000.00	\$ 1,600,000.00
Total	\$ 4,500,000.00	\$ 500,000.00	\$ 5,000,000.00

MORE Guidelines can be accessed, [here](#).

DEFINITIONS

1. **"Grant"** means an award of Program funds to an eligible Resident that does not require repayment if the terms of the Grant Agreement are met.
2. **"Health and Safety Code"** means the section of California law that governs the conditions of a Mobilehome Park as well as individual Manufactured Homes and Mobilehomes. (HSC Section 18200 -Section 18700)
3. **"Manufactured Housing or Manufactured Home"** means a Mobilehome as defined by Section 18007 of the HSC. A Manufactured Home can be either in a rental Mobilehome Park, on leased land, or on property owned by the occupant. It can either be on a permanent foundation or a foundation system. In these guidelines, with respect to Manufactured Housing not installed on a permanent foundation, terms that typically apply to conventionally constructed housing or to Loans secured by real property shall be given the appropriate analogous meaning used in the Manufactured Housing industry. For example, rather than holding fee title to the property, a Manufactured Homeowner is listed as the registered owner on the certificate of title issued by the Department.
4. **"Mobilehome"** means a structure as defined pursuant to HSC Section 18008, and includes a Manufactured home as defined in HSC Section 18007.

5. **"Resident"** means an individual(s) who resides within a Mobilehome Park.
 - a. To receive assistance from a Local Program, Residents shall meet the following requirements:
 - i. Qualify as a Low-Income Household, when considering the Annual Income of all Household Residents 18 years or older. Recipients shall allow the Resident's to self-certify their income eligibility on an annual basis;
 - ii. Have legal ownership of the Mobilehome;
 - iii. Intend to occupy the Mobilehome as a principal place of residence within six months.

TERMS

1. MHR Program grants are only available to qualified low-income manufactured or mobile Residents residing in the County of Riverside.
2. MHR Program grants can only be used to assist qualified Residents with repairs, accessibility upgrades, energy efficiency upgrades, and other items necessary to remedy Health and Safety violations, including replacement (with HCD approval).
3. The maximum grant amount is \$50,000. MHR Program grant is a one-time benefit regardless of total grant amount awarded.
4. To be considered for a MHR grant, Residents must meet the following Qualifying Thresholds:
 - Total Household Income at or below 80% of the County Median Income per HCD Income Limits;
 - The Resident must be the owner-occupant of the manufactured or mobile home;
 - The manufactured or mobile home must be located within the County of Riverside;
 - Property taxes must be current;
 - *If applicant does not currently have title and back taxes are owed which are preventing title being obtained paying back taxes would be an eligible cost.*
5. A HWS Staff person or approved Partner Agency will prioritize applications, as outlined below. HWS Staff reserves the right and has the discretion to determine and deny the approval of any application based on the reasonableness of the repairs requested for the home.
6. All participants of this program or Residents shall indemnify and hold the County of Riverside and their elected officials, officers, agents, employees, subcontractors, and independent contractors (Indemnitees), free and harmless from any liability whatsoever, based or asserted upon any act or omission of the Indemnitees for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in any way connected with or arising in connection therewith of the property or the condition thereof, and all participants of this program or Residents shall defend, at their own expense, including attorneys' fees, the Indemnitees in any legal action based upon such alleged acts or omission.

ELIGIBILITY REQUIREMENTS

1. All qualified Residents for the MHR Program must be the owner-occupant of the property to be repaired **and** must provide proof of ownership.
2. All properties must be owner-occupied, manufactured housing or Mobilehome. The properties may be located on owned land, installed on leased property, or in a Mobilehome rental park.
3. Property must have been owned by the applicant for a minimum of one year prior to application.

4. Subject property must be the only real property owned by the applicant in the United States.
5. The household living in the property must qualify as a low-income household (at or below 80% of the County Median Income per HCD Income Limits) **and** must provide proof of income.
6. The property must be currently insured by a valid property insurance policy including flood coverage if in a flood zone. (In some instances, the house may need to have repair measures in order to be insured. If these conditions exist, the repairs that will enable the Resident(s) to obtain insurance may be completed, but Resident's insurance must be obtained prior to project completion).
7. Individual properties will be thoroughly assessed on a case-by-case basis. The County reserves the right to deny eligibility in the event of any of the following:
 - a. The total anticipated cost of the improvements/enhancements is less than \$500 and exceeds the maximum amount of \$50,000;
 - b. Inspection results prove that substantial improvement outcomes will not be realized;
 - c. Rehabilitation of the property will not be cost-effective to the owner or the County; or
 - d. Replacement costs of the mobile/manufactured home exceeds \$120,000.

PRIORITIZATION

Eligible low-income Residents will be prioritized as follows:

1. Has received one or more notices of violation from the Mobilehome Park's enforcement agency for a substandard condition or nuisance pursuant to 25 CCR section 1606, which requires repair and/or alteration to the Mobilehome.
2. Has received a report which details one or more substandard conditions or nuisances and the associated subsections of 25 CCR section 1606 from a licensed professional, which requires repair and/or alteration of the Mobilehome.
3. All other applications that are eligible for assistance under the Program.

SECURITY

Participants are required to enter into a **five (5)** year Covenant agreement or execute a Mobilehome Lien Registration that:

1. Restricts the use of the property to an affordable single-family dwelling, encumbers the land, and restricts the sale and future loans against the property for the duration of the agreement.
2. Requires the property owner to provide continued maintenance of the entire property, interior and exterior, for the duration of the agreement.
3. Requires registration with HCD naming County as the "legal owner" and Resident as the "junior lienholder".

ELIGIBLE REPAIRS

To ensure that the goals of the MHR are met, the following list of specific priorities has been established to serve as a guide for the personnel assigned to the program. It should be noted that the items listed are not meant to exclude other improvements, and staff members are encouraged to explore additional means for meeting the overall program goals:

1. Correct health and safety deficiencies, including those cited by the enforcement agency OR have received a report from a licensed professional..
 - o Cost of building permits and other related government fees.

- Cost of an appraisal, architectural, engineering, inspections and other consultant services that are directly related to the Rehabilitation of the Mobilehome.
 - Cost of an appraisal, architectural, engineering, inspections and other consultant services that are directly related to the Rehabilitation of the Mobilehome.
2. Accessibility upgrades
- The cost of work to make accessibility upgrades to the Mobilehome.
 - Cost of building permits and other related fees.
 - Cost of architectural, engineering, inspection and other consultant services that are directly related to the upgrades to the Mobilehome,
 - Relocation costs pursuant to CCR Title 25, Section 8020.
3. Energy efficiency upgrades
- The costs directly associated with making energy efficiency upgrades to a Mobilehome, including the cost of the equipment and installation.
 - Cost of building permits and other related governmental fees.
 - Cost of architectural, engineering, inspection and other consultant services that are directly related to the upgrades to the Mobilehome.
 - Relocation costs pursuant to CCR Title 25, Section 8020.
4. Replacement - **Should the cost to repair a Mobilehome be more than the cost to replace it, with HCD Department approval.**
- Cost of a new Mobilehome.
 - Site preparation.
 - Permits and Fees.
 - Transportation, if not included in the purchase price.
 - Installation, if not included in the purchase price.
 - Removal of the existing Mobilehome.
 - Salvage Costs.
 - Relocation costs pursuant to CCR Title 25, Section 8020.

*Note: Certain improvements are subject to specific requirements and limitations. Only those under Priority 1 or 2 may receive rehabilitation work **and** accessibility and/or energy efficient upgrades. Priority 3 may **only** receive accessibility and/or energy efficient upgrades/*

EXAMPLES OF REPAIRS ARE LISTED BELOW AND ARE PRIORITIZED BY HEALTH AND SAFETY RISKS. SEE TITLE 25 CCR SECTION 1606 FOR FULL LIST OF ELIGIBLE REPAIRS.

EXTERIOR REPAIRS:

- Minor Roof Repair / Roof Replacement (if necessary)
- Replacement of siding, piers/pads, water heater
- Replacement of broken or missing windows and doors (energy efficiency)
- Repair or replace damaged and falling fencing (equivalent to existing fencing material)
- Exterior paint and other improvements
- Repair or replace flashing, guttering, and fascia.
- Repair or replace porches and steps.
- Electrical hazards.

- Entry doors/security doors.

INTERIOR REPAIRS:

- Ceiling;
- Flooring;
- Plumbing;
- Accessibility Improvements;
- Electrical hazards
- Heating, Ventilation, and Air Conditioning (HVAC); and
- Air conditioning repairs and/or replacement.
- Fire Life Safety: Smoke Alarms and carbon monoxide

Repairs will be determined during the inspection site visit and will be reviewed for eligibility.

INELIGIBLE REPAIRS

Ineligible uses of program grant funds shall include, but are not limited to, the following:

- Off-Site Improvements (including any improvements to property not located on the same parcel nor directly benefiting the single-family dwelling);
- Interim financing;
- Real property acquisition;
- Operating and maintenance costs;
- Refinancing or consolidation of existing debt;
- Consultant fees to personnel other than licensed professionals;
- Costs incurred prior to project approval;
- Esthetic remodeling and upgrades;
- Landscaping maintenance and upkeep
- Foundation repairs; and
- Non-capital equipment.

APPLICATION PROCESS

1. HWS Staff will solicit and collect applications for a period of at least thirty (30) days.
 - a. HWS Staff will conduct targeted marketing effort to households identified by Riverside County Code having a notice/violation for a substandard condition or nuisance pursuant to 25 CCR section 1606, which requires repair and/or alteration to the Mobilehome.
 - b. To ensure eligibility, applicants are encouraged to participate in a pre-screening, which can be completed:
 - i. Through an Eligibility Self-Check, accessible at our Housing and Workforce Solutions Website; or
 - ii. Over the phone by calling HWS Staff at (760) 863-2586 or (951) 955-035
2. After thirty (30) days, HWS Staff shall evaluate applications and make funding determinations based on the prioritization outlined above.
3. Once HWS Staff has received sufficient applications totaling approximately \$1,125,000, or 25%, in programmatic costs, HWS Staff will process an advance draw request to HCD.
4. HWS Staff shall repeat the steps 1-3, until all programmatic funds have been awarded to qualifying Residents.

APPLICATION SUBMISSION

Residents are to complete an MHR Program Application, see **Exhibit A**. Completed applications submitted to HWS will be reviewed and evaluated based on the above-mentioned **prioritization**.

The application process may require coordination with multiple departments of the County of Riverside and various other local jurisdictions, including local code enforcement and building officials to solicit referrals.

The Resident shall:

- Submit a completed application package with all required attachments;
- Submit proof of cited violation(s), non-cited violation(s), and/or report from a licensed professional that details substandard conditions and/or nuisances that require remediation; and
 - The County will work with Code Enforcement to receive existing citations, and will assist Residents to obtain a report from a licensed professional.
- Be available for further clarifications, requests, and follow-up questions during the review process.

INITIAL VISIT – APPLICATION REVIEW

After the application collection period has concluded. An HWS Program Manager will be assigned, and will schedule an initial visit with the applicants to review the Application.

The HWS Program Manager and applicant will:

1. Review Minimum Requirements

- Determine the minimum threshold requirements as described above in the **TERMS** and **ELIGIBILITY REQUIREMENTS** section of this document. *The Resident's submission will not proceed beyond this point of the review process should it be determined that the applicant does not meet all minimum threshold requirements.*

2. Review Program Documents, to ensure that the Resident(s) are informed of all program requirements, documents, and terms of program participation.

- MHR Program Policies and Guidelines, including:
 - Sample Grant Agreement, **Exhibit B**
 - Sample Covenant Agreement, **Exhibit C**
 - Sample General Contractor Agreement, **Exhibit D**
 - Receipt of Sample Agreements Acknowledgment
- Right of Entry Authorization, see **Exhibit E**
- The most current Application for Duplicate Registration Card (PDF) — form HCD RT 481.2 — or junior lienholder's registration card.
- If the home is built prior to 1978, informational material regarding lead-based paint will be provided, along with a Lead Pamphlet Receipt Form, see **Exhibit F**.

3. Inspect the Property

- Pictures of the dwelling and yard will be taken. Pictures need to be inclusive of the entire property and should consist of, at a minimum, the following:
 - Direct frontal view taken from across the street; Corner frontal view taken from across the street;
 - Corner frontal view taken from across the street from the opposite direction;
 - Same views from any other street frontages if the home is on a corner lot; and
 - Localized areas of repair.

PROJECT SET-UP

After completing the initial review, the HWS Program Manager will begin the project set-up, including reviewing the application for feasibility. This review will include the following analysis:

- Property Ownership:** HWS Program Manager will review the record of Title/Grant Deed/Registration to ensure that the applicant is the owner of the subject property.
- Lead/Asbestos**
- HWS Program Manager has obtained all applicable CEQA clearances**
 - Complete Historic and Architectural Assessment**
 - Is the Home 50 Years or Older (If Yes Continue)

- Take Exterior Pictures from all Angles of Home
- Complete Flood Plain Identification**
 - Determine if the Home is located in any 100-Year Flood Plain using the Flood Hazard Protection Checklist Form; (If yes continue)
 - Resident(s) are required to obtain and submit Evidence of Flood Hazard Insurance.

INSPECTION

After the project set-up, the HWS Program Manager will schedule an on-site inspection on the property with an approved HWS vendor. In cooperation with the applicant, the HWS Program Manager/partner agency will prepare a Statement of Work using the “Inspection Work Write Up” template, see **Exhibit G**.

The Statement of Work describes the problem(s) identified during the on-site inspection of the property and will be presented to the Resident(s) for review, comment, and approval. HWS Program Manager should understand and be specific in their definition of the statement of work. Specificity ensures that bids are comparable and enhances the ability of the contractors to accurately respond to the bid request.

The “Work Write Up” must address the following priorities of repairs:

- Health and Safety Issues/Systems
- Improvements
- Energy Efficiency Measures

BID

After the on-site inspection of the property with the appropriate partner agency and Resident(s) is completed, the bidding process will begin.

- HWS Program Manager is required to solicit a minimum of three (3) bids from licensed and approved contractors.
- Bid requests shall be sent on an approved Invitation to Bid Form/Letter.
- All bids must have a closing date.
- The contractor shall bid utilizing the Work Write-Up Form, see **Exhibit H**. If the bid requires minor clarification as to the repairs included in the scope of work, HWS staff will contact the Contractor to request clarification.
- Contracts cannot be awarded prior to the bid closing date.
- After the bid closing date, HWS staff will select the lowest, most responsive, and the most efficient bidder.
- Exceptions may be made on a case-by-case basis.
- The Resident(s) may recommend a contractor; however, the contractor must be solicited in compliance with the competitive bid process listed above. In addition, the contractor must become an HWS approved vendor prior to the award of a contract.

SELECTING A CONTRACTOR

- The selection of the contractor is done using a competitive bid comparison.
- All bid proposals that are received will be documented and filed in the Case File.
- HWS Program Manager will evaluate the bids for cost-reasonableness, consistency, and accuracy with respect to the requested repairs, and will select the contractor of choice.
- If the selected contractor is not the low bidder, staff must justify the rationale for the selection, and it must be approved by management.

- The unsuccessful contractors have the right to know why they were not selected, and they can view all bids received. Once a Contractor has been selected, the unsuccessful bidder cannot be allowed to alter a bid.

THE PRE-CONSTRUCTION CONFERENCE

HWS staff will schedule a Pre-Construction Conference that includes the participation of the Resident(s) and the Contractor.

The Conference provides the opportunity to clarify:

- The scope of work;
- The agreement between the Resident(s), the contractor, and HWS staff/representatives; and
- Disbursement of Funds.

During the Pre-Construction Conference the following items must be completed and be signed by all applicable parties:

- Pre-Construction letter, see **Exhibit I**.
- Approval and Funds Release Form, see **Exhibit J**.

Following the pre-construction conference, the contractor will submit to HWS Program Manager the agreed-upon scope of work including the brands, sizes, warranties, and specification of materials on a Contract Form that requires the signature of the contractor and Resident(s).

AGREEMENTS

Upon Management review and approval, HWS Program Manager will prepare all applicable documents. Once all applicable documents are reviewed and approved by County Counsel, HWS staff will schedule a meeting with the Resident(s) to execute the following documents:

- Notice to Proceed, see **Exhibit K**.
- The Grant Agreement
- The General Contractor Agreement
- The Covenant Agreement
- The most current Application for Duplicate Registration Card (PDF) — form HCD RT 481.2 — or junior lienholder’s registration card, to be found at <https://www.hcd.ca.gov/manufactured-and-mobilehomes/registration-and-titling/forms>.
-

Once the above-mentioned documents are fully executed by all parties, including County Counsel and the County, the project will be eligible to incur costs and beginning rehabilitation.

ADVANCE DRAW REQUESTS

The total amount of all Program funds disbursed as advances to the County during the term of the Loan shall not exceed twenty-five percent (25%) of the total amount of the Loan (or \$1,125,000), nor shall such advances exceed HWS’s anticipated volume of closed Grants for the following sixty (60) days. HWS must expend each advance **within 180 days of receipt**, and if not fully expended, HWS must return to the HCD the unexpended portion of the advance.

HWS Program Manager shall request Program funds to HCD by submitting a draw request in a form that is acceptable to the HCD (the “Draw Request”). After the Draw Request is accepted, HCD will provide the HWS Program Manager a checklist and all necessary forms for the reconciliation of the advance. HWS will have **180 days of receipt** to provide all necessary documents.

CONSTRUCTION

During construction, HWS Program Manager will maintain communication with the contractor. HWS Program Manager conduct site visits to the worksite to ensure satisfactory progression, inspect and photograph the property at least twice during this phase.

Additional processes during the construction phase, includes:

1. CHANGE ORDERS

A change order, see **Exhibit L**, is appropriate when it is necessary to amend the original Work Write Up. The change order must be limited to items that are:

- a. Not reasonably foreseen and not included in the original Work Write-Up; and
- b. A necessary amendment without which satisfactory completion of the project is not feasible.

A change order is not appropriate to increase or substantially modify the scope of work.

HWS Program Manager can approve change order requests if the change order does not exceed ten percent (10%) of the original funding allocation and does not cause the total rehabilitation cost to exceed total maximum grant of \$50,000. Change orders exceeding ten percent (10%) of the original funding allocation must be approved by the HWS Deputy Director or Assistant Director.

The engaged contractor must submit a request for a change order to the HWS representative. Requests may be made verbally for field changes but need to be followed by a written request providing justification for the change. Written requests from engaged contractors must be submitted on the contractor's company letterhead.

A change order shall be approved only if both of the following criteria are met:

- The additional work is a direct result of the work scope; and
- The additional work is not caused by the fault of the contractor.

2. CONTRACTOR PAYMENTS

Prior to disbursements, the Contractor must obtain and provide to HWS all permits and approvals required for the scope of work.

All disbursements will be controlled by HWS in such a manner as to ensure project completion without misallocation of funds. Additionally, all disbursements and subsequent repayments will be in compliance with documentation, security instruments, and covenant agreements.

HWS Program Manager may process progress invoices from the contractor based upon the following criteria:

- A site visit verifying completion of the work outlined on the invoice;
- Photograph the completed portions of the job listed on the invoice; and
- Resident(s) signs the payment request voucher.

HWS Program Manager shall retain twenty-five percent (25%) of the original assistance amount to ensure project completion.

PROJECT COMPLETION

Upon receipt of the notice, paid invoices, and conditional/unconditional release of lien, lien waivers from the Contractor certifying that the repairs are completed according to the Contractual Agreement and "Work Write-Up". HWS will:

- If applicable, collect a copy of the certificate of occupancy or equivalent documentation issued by the agency with jurisdiction over such certificates which establishes that the Mobilehome has been approved for human occupancy.
- Conduct a final inspection in cooperation with the Resident(s) and contractor and the Resident(s)'s signature will be secured on all required final documents;
If all the repairs are not completed, a punch list will be developed, and the contractor will only be paid for those items completed satisfactorily. The Resident(s) must agree to cooperate with HWS Program Manager in all required inspections.
- Photograph the dwelling, localized areas of repair, and the yard; and
- Give the Resident(s) a copy of the completed Project Completion Acknowledgment form, see **Exhibit M**.

HWS will ensure that the files for each Resident awarded includes:

- Documentation showing the Resident meets the Low-income resident definition as described in the MORE Guidelines.
- Documentation showing Resident owns the Mobilehome.
- Documentation of the Activities for which funds are being requested and the projected cost of Work.
 - For Residents who are eligible for assistance under Section 400.5(a) of the MORE Guidelines, include a copy of the notice(s) of violation from the enforcement agency requiring the Work to be done on the Mobilehome.
 - For Residents who are eligible for assistance under Section 400.5(b) of the MORE Guidelines, include a copy of the report from an appropriate professional which details the conditions and associated subsections of 25 CCR Section 1606 which are to be remediated with Program funds.
- A copy of application form submitted by the Resident for program of assistance.
- A copy of a written notice of award delivered to the Resident which sets forth the amount of the grant and date of the award.
- A copy of the fully executed Grant Agreement, Covenant Agreement, and Contractor Agreement detailing the Work to be completed on the Mobilehome.
- Invoices for Work completed.
- A final certificate of occupancy for the Mobilehome (or an equivalent form of occupancy certification or approval) issued by the local agency having jurisdiction over such certificates
- Certification and Legal Disclosure which includes a complete disclosure of all persons, entities, and affiliates who will be paid with Program funds for performing the scope of work who also qualify as a "Related Party" under California Code of Regulations Title 4, Section 10302.

PROJECT MONITORING

Beginning in 2027, the new monitoring procedures shall be implemented to ensure compliance. At a minimum, during each fiscal year, 10% of all MHR Program projects will be selected for a compliance review.

To conduct the random selection from the homeownership portfolio, staff will prepare an excel worksheet that includes all Residents. HWS Staff will then use the Excel formula for the Random Selection of 10% of the total portfolio. The selected participants will receive a monitoring package in the mail and will have 20 days to return it. The Program Manager will then coordinate a scheduled site visit if nothing is returned with the Resident(s) to ensure all aspects of the grant are in compliance. If selected, the Monitoring visit will include:

- Self-Certification form;
- Copy of most recent utility bill;
- Copy of current homeowners' insurance; and
- Proof of taxes paid.

RELEASE OF COVENANT AGREEMENT OR LIEN

At the expiration of the **five (5)** year Covenant Agreement, HWS Staff will execute a Release of Covenants, see **Exhibit N**. A copy will be provided to Resident(s) for their records.

Additionally, the lien will be released by completing the current version of the Lien Satisfied — form HCD RT 475.3, found at <https://www.hcd.ca.gov/manufactured-and-mobilehomes/registration-and-titling/forms>.

REPORTING

HWS shall submit for HCD review and approval, no later than **July 1st of each year**, an annual report on forms provided by the HCD which shall include, but not limited to, the following information:

- Recipient's progress in completing the Work and status of all funded Activities.
- A description of the Work to be undertaken during the next reporting period.
- A description of obstacles encountered which affected completion of any portion of the Work and actions undertaken by Recipient to overcome such obstacles.
- A description of actions taken to ensure completion of the Work within expenditure deadlines.
- A summary of the Local Program fiscal status including, but not limited to, the total amount of the award; funds drawn; and remaining balance of the award.
- Information on the total number of Mobilehomes assisted; and
- Information on the total number of Mobilehomes for which Work has been fully completed.

EXHIBIT A – APPLICATION



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

MANUFACTURED HOUSING REHABILITATION (MHR) PROGRAM

Application



ALL SECTIONS OF THIS APPLICATION, INCLUDING ATTACHMENTS AND EXHIBITS, MUST BE COMPLETE AND ACCURATE TO BE CONSIDERED FOR FUNDING. REVIEW YOUR APPLICATION AND ATTACHMENTS/EXHIBITS FOR COMPLETENESS. INCOMPLETE PACKAGES WILL NOT BE CONSIDERED.

Revised: May 2024



MANUFACTURED HOUSING REHABILITATION PROGRAM APPLICATION

The program is designed to help low income-qualified Residents of the County of Riverside fix or repair their homes.

Eligibility Requirements:

- Total household income may not exceed 80% of the area median by family size.
- Occupant must be the Resident(s) and reside in the County of Riverside.
- Mobile or manufactured home (attached to private land or leased land) that is an owner-occupied and can either be on a permanent foundation or a foundation system.

Eligible low-income Resident(s) will be prioritized as follows: (1) Has received one or more notices of violation from the Mobilehome Park's enforcement agency for a substandard condition or nuisance pursuant to 25 CCR section 1606; (2) Has received a report which details one or more substandard conditions or nuisances and the associated subsections of 25 CCR section 1606 from a licensed professional; and (3) All other applications that are eligible for assistance under the Program.

PLEASE PRINT CLEARLY

Applicant														
	Last Name	First Name	Home Phone	Work Phone										
Co-Applicant Or Spouse														
	Last Name	First Name	Home Phone	Work Phone										
Address														
	Street Address	City	State	Zip										
Mailing Address														
	Street Address/P.O. Box	City	State	Zip										
Place of Employment														
	Applicant	Co-Applicant												
Yearly Gross Income	\$ _____	Is this income from all sources? <input type="checkbox"/> Yes <input type="checkbox"/> No												
Have you received Home Repair services in the past? <input type="checkbox"/> Yes <input type="checkbox"/> No														
Do you have grant or retirement income?	<input type="checkbox"/> Social Security	<input type="checkbox"/> Disability	<input type="checkbox"/> TANF											
	<input type="checkbox"/> Pension	<input type="checkbox"/> SSI	<input type="checkbox"/> Other _____											
*****Please submit documentation of your annual income, i.e., your most recent 1040 Form.														
<table style="width: 100%; border: none;"> <tr> <td style="width: 35%;">Are you the owner and occupant of the Manufactured Home*?</td> <td style="width: 10%;"><input type="checkbox"/> Yes</td> <td style="width: 30%;">Is the home a mobile home or manufactured home? <small>(mobile home is built prior to 1976, manufactured is built after 1976)</small></td> <td style="width: 10%;"><input type="checkbox"/> Mobile Home</td> <td style="width: 15%;"><input type="checkbox"/> Manufactured- Home</td> </tr> <tr> <td></td> <td><input type="checkbox"/> No</td> <td></td> <td></td> <td></td> </tr> </table>					Are you the owner and occupant of the Manufactured Home*?	<input type="checkbox"/> Yes	Is the home a mobile home or manufactured home? <small>(mobile home is built prior to 1976, manufactured is built after 1976)</small>	<input type="checkbox"/> Mobile Home	<input type="checkbox"/> Manufactured- Home		<input type="checkbox"/> No			
Are you the owner and occupant of the Manufactured Home*?	<input type="checkbox"/> Yes	Is the home a mobile home or manufactured home? <small>(mobile home is built prior to 1976, manufactured is built after 1976)</small>	<input type="checkbox"/> Mobile Home	<input type="checkbox"/> Manufactured- Home										
	<input type="checkbox"/> No													
*****Proof of Ownership: A copy of the Grant Deed for the property must be attached. The applicant must be the owner of record. If pending title, funds may be used to obtain title.														

How many people live in the house? _____ How many adults? _____ How many children? _____

List the names of all household occupants, relationship, date of birth, source, and amount of income:
*I understand that the employment and income information provided above is subject to verification by the County of Riverside.
 I agree to submit to the County, upon request, any additional documentation for employment and income verification.*

Name	Relationship	Date of Birth	Source of Income	Amount of Income

OPTIONAL: Ethnicity of Head of Household:
 White Black Native American
 Asian Pacific Hispanic Native Hawaiian
 Other

OPTIONAL:
 Is the head of household female? Yes No
 Is the Head of Household a U.S.
 Citizen/ Legal Resident? Yes No

OPTIONAL:
 Is Head of Household 62 years of age or
 older/or disabled? Yes No

Manufactured Home Description:

Decal number: _____

What year was the house built? _____

Square footage? _____

Has Code Enforcement cited your property?
 Yes, **please submit copy of citation.**
 No

TYPE OF REPAIRS REQUESTED:
Please select up to five (5) improvements listed below that are needed for your property, in order of importance:

_____ Window/Glass _____ Door(s) _____ Minor Roof Repairs
 _____ Flashing or Gutter _____ Exterior Paint _____ Minor Porch or Step Repairs
 _____ Exterior Walls or Trim _____ Minor Driveway Repairs _____ Other _____

COUNTY OF RIVERSIDE HOUSING AND WORKFORCE SOLUTIONS (HWS) REQUIRES THAT THE RESIDENT(S)/APPLICANT AND CO-APPLICANT SIGN AN AGREEMENT ENTITLED "RESIDENT(S) GRANT AGREEMENT" AS A CONDITION TO RECEIVING ASSISTANCE FROM THIS PROGRAM. THIS AGREEMENT DOES LIMIT AND AFFECT THE PROPERTY AND INCLUDES THE FOLLOWING RESTRICTIONS AND REQUIREMENTS:
 1) IF HOME IS AFFIXED ON REAL PROPERTY THE COVENANT AGREEMENT WILL BE RECORDED AGAINST THE PROPERTY WITH THE COUNTY RECORDER'S OFFICE. THE AGREEMENT, WHEN RECORDED, IS NOT A LIEN AGAINST THE PROPERTY BUT DOES CREATE CONDITIONS UNDER WHICH THE PROPERTY MUST BE MAINTAINED OR SOLD. IF THE HOME SITS ON LEASED LAND THE COVENANT WILL BE EXECUTED BY ALL PARTIES BUT NOT RECORDED.

- 2) *THE COVENANT AGREEMENT HAS A LIFE OF FIVE (5) YEARS.*
- 3) *THE COVENANT AGREEMENT IS BINDING ON ALL PERSONS WHO OWN THE PROPERTY DURING THE FIVE (5) YEAR PERIOD.*
- 4) *THE COVENANT AGREEMENT REQUIRES THAT A LOW-INCOME FAMILY OCCUPY THE PROPERTY AT THE TIME OF APPLICATION AND APPROVAL.*
- 5) *THE COVENANT AGREEMENT REQUIRES PROOF OF CURRENT HOMEOWNERS INSURANCE*
- 6) *THE COVENANT AGREEMENT REQUIRES THAT THE COMPLETE INTERIOR AND EXTERIOR OF THE PROPERTY BE MAINTAINED.*
- 7) *THE COVENANT AGREEMENT REQUIRES THAT ALL LANDSCAPING BE MAINTAINED AND TRASH IS PROPERLY DISPOSED AND CONTAINED.*
- 8) *DURING THE LIFE OF THE COVENANT IF YOU FAIL TO PERFORM REASONABLE, PERIODIC MAINTENANCE ON YOUR PROPERTY, RIVERSIDE COUNTY WILL RESOLVE THE PROBLEM AREA, AND YOU WILL BE BILLED FOR THE WORK COMPLETED. IF YOU FAIL TO REIMBURSE THE COUNTY FOR REPAIRS AND MAINTENANCE, YOU MAY BE DECLARED TO BE IN DEFAULT OF THE COVENANT AND LIABLE NON-MONETARY OBLIGATIONS.*
- 9) *HCD REQUIRES A LIEN REGISTRATION NAMING COUNTY AS THE "LEGAL OWNER" AND RESIDENT AS THE "JUNIOR LIENHOLDER".*
- 10) *DURING THE LIFE OF THE COVENANT HWS PROGRAM MANAGER(S) WILL CONDUCT A SITE VISITS TO INCLUDE PHOTOS OF THE PROPERTY*

PARTICIPATION IN OUR PROGRAMS IS DEPENDENT UPON MEETING ELIGIBILITY REQUIREMENTS. THE AMOUNT OF THE GRANT WILL BE DEPENDENT UPON THE WORK APPROVED BY OUR AGENCY. THE GRANT WILL BE SECURED BY A COVENANT AGREEMENT AGAINST THE REAL PROPERTY.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED, SO IT IS IMPORTANT THAT ALL ITEMS REQUESTED BE SUBMITTED WITH YOUR APPLICATION (SEE ATTACHED POLICIES OF ELIGIBILITY REQUIREMENTS).

THIS APPLICATION WILL REMAIN ON FILE UNTIL ELIGIBILITY IS DETERMINED, BUT NO MORE THAN ONE (1) YEAR.

THIS IS NOT AN ENTITLEMENT PROGRAM AND IS SUBJECT TO AVAILABILITY OF FUNDS. GUIDELINES AND ELIGIBILITY REQUIREMENTS ARE SUBJECT TO CHANGE AT ANY TIME. RIVERSIDE COUNTY STAFF RESERVES THE RIGHT AND HAS THE DISCRETION TO DETERMINE AND DENY THE APPROVAL OF ANY APPLICATION BASED ON REASONABLENESS OF THE EXTERIOR REPAIRS REQUESTED FOR THE HOME.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT U.S.C. TITLE 28, SECTION 1001, PROVIDES: "WHOEVER, IN ANY MATTER WITHIN THE JURISDICTION OF ANY DEPARTMENT OR AGENCY OF THE UNITED STATES KNOWINGLY AND WILLFULLY FALSIFIES OR MAKE ANY FALSE, FICTITIOUS OR FRAUDULENT STATEMENT OR ENTRY, SHALL BE FINED UP TO \$10,000, OR IMPRISONED UP TO 5 YEARS OR BOTH."

I DECLARE UNDER PENALTY OF PERJURY THAT THE STATEMENTS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT AND THAT I AND THE CO-APPLICANT FULLY UNDERSTAND THE COVENANT AGREEMENT CONDITIONS STATED ABOVE.

I HAVE READ AND UNDERSTAND THE ABOVE REQUIREMENTS. I ACCEPT THESE REQUIREMENTS AND VOLUNTARILY APPLY TO THIS PROGRAM.

Applicant's Signature

Date

Co-Applicant's Signature

Date

Do Not Mail Back – Call to request an appointment.

**FOR FURTHER INFORMATION, PLEASE CALL A PROGRAM REPRESENTATIVE
MIGUEL QUIJADA AT (951) 955-0358 OR GRACE ESCOBAR AT 760-863-2586**

FOR OFFICE USE ONLY:

PER STATE INCOME GUIDELINES - 80% MEDIAN INCOME NOT TO EXCEED: \$ _____

LOW: \$ _____ VERY LOW: \$ _____ EXTREMELY LOW: \$ _____

FEMALE HEAD OF HOUSEHOLD: YES _____ NO _____

FOCUS AREA: _____

Priority:

___ Received one or more notices of violation from the Mobilehome Park's enforcement agency for a substandard condition or nuisance pursuant to 25 CCR section 1606.

___ Received a report from a licensed professional which details one or more substandard conditions or nuisances and the associated subsections of 25 CCR section 1606.

___ All other qualified Resident(s) under Program

PROGRAM: Manufactured Housing Rehabilitation Program

APPROVED BY: _____

DATE: _____

DATE OF PROPERTY INSPECTION: _____

DATE OF RECORDED COVENANTS: _____

EXHIBIT A

AUTHORIZATION FOR RELEASE OF INFORMATION

CONSENT

The undersigned applicant authorizes and directs any Federal, State, or local agency, organization, business, or individual to release to County of Riverside Housing and Workforce Solutions (HWS) any information or materials needed to complete and verify an application for participation and assistance.

The undersigned applicant understands and agrees that this authorization or the information obtained with its use may be given to and used by the California State Department of Housing and Community Development (HCD) in administering and enforcing program rules and policies.

The undersigned applicant also consents to allow HWS to conduct a credit inquiry and to release information from my file to HCD, credit bureaus, collection agencies, or future investors. This includes records on my payment history and violations of leases or agreements.

COMPUTER MATCHING NOTICE AND CONSENT

The undersigned applicant understands and agrees that HCD or HWS may conduct computer-matching programs to verify the information supplied for my application. If a computer match is done, the undersigned applicant understands that it has the right to receive notification of adverse information found and a chance to disprove incorrect information. HCD or HWS may in the course of its duties exchange such automated information with other Federal, State, or local agencies.

CONDITIONS

The undersigned applicant agrees that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization is on file with HWS and will stay in effect for one year and one month from the date signed. The undersigned applicant understands that they have a right to review their file and correct any information that can be proven is incorrect.

PLEASE COMPLETE AND SIGN:

PERSONAL CREDIT INFORMATION

_____ Applicant's Full Name	_____ Applicant's Social Security Number	_____ Applicant's Date of Birth
_____ Co-Applicant's Full Name	_____ Co-Applicant's Social Security Number	_____ Co-Applicant's Date of Birth

PERSONAL RESIDENCE

_____ Street Address	_____ City	_____ State	_____ Zip
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I hereby authorize the release of any and all information required in the processing of my application. I further authorize HWS to release such information to any entity as required in the processing of my application.

**Applicant's
Signature:**

Date: _____

**Co-Applicant's
Signature:**

Date: _____

MANUFACTURED HOUSING REHABILITATION PROGRAM (MHR)

PARTICIPATION IN OUR PROGRAM REQUIRES PROOF THAT YOU MEET THE ELIGIBILITY GUIDELINES. PLEASE SUBMIT THE FOLLOWING APPLICABLE DOCUMENTS WITH YOUR APPLICATION:

PROOF OF INCOME

- Federal Tax Returns** requires copies of the last two years Federal Tax Returns and W2 forms, signed and dated, or statement that you are not required to file. If you do not file - contact the IRS at (800) 908-9946 to request your Transcripts.
- Employment Income** requires copies of the last pay check stub for all employed household members showing year-to-date income totals.
- Rental Income** requires copies of Rental Agreements and schedules identifying rental income.
- Social Security income** requires copies of award letters and/or copies of the Social Security income checks for each household member receiving benefits.
- Retirement income** requires copies of award letters and/or copies of Retirement income checks for each household member receiving benefits.
- Alimony/Child Support** requires Divorce Decree and evidence that payments are received regularly as verified by canceled checks or bank statements.
- Self Employment Income** requires the most recent year-to-date profit and loss statement, and a balance sheet prepared and signed by an accountant.

PROOF OF OWNERSHIP

- Provide a copy of the **GRANT DEED, and if applicable, DEED OF TRUST**, for stick-built and modular home or **TITLE AND REGISTRATION** for Manufactured and mobile Home) that is an owner-occupied single-family residence.
- Currently, does not hold ownership but will use funds to obtain title.

ADDITIONAL DOCUMENTS REQUIRED

- Enclose a copy of notices of violation from the Mobilehome Park's enforcement agency for a substandard condition or nuisance pursuant to 25 CCR section 1606 and/or a report which details one or more substandard conditions or nuisances and the associated subsections of 25 CCR section 1606 from a licensed professional.
- Enclose a copy of your homeowner's insurance cover page showing your agents name, address, phone number, the amount of coverage and expiration date.
- Enclose a copy of your most recent property tax bill.
- Enclose a copy of your California Driver's License or Identification Card.
- Lease Agreement

To ensure that we have an accurate list of the items that are included please mark the appropriate boxes of the items that are enclosed.

FY 2024 State Income Limits

[2024 HCD State Income Limits: May 9, 2024 \(PDF\)](#)

INCOME LEVEL	HOUSEHOLD SIZE							
	1	2	3	4	5	6	7	8
Acutely Low - 15% AMI	\$10,250	\$11,700	\$13,200	\$14,650	\$15,800	\$17,000	\$18,150	\$19,350
Extremely Low - 60% AMI	\$21,550	\$24,600	\$27,700	\$31,200	\$36,580	\$41,960	\$47,340	\$52,720
Very Low Income - 50% AMI	\$35,900	\$41,000	\$46,100	\$51,250	\$55,350	\$59,450	\$63,550	\$67,650
Low Income - 80% AMI	\$57,400	\$65,600	\$73,800	\$82,000	\$88,600	\$95,150	\$101,650	\$108,250

EXHIBIT B – RESIDENT GRANT AGREEMENT

**RESIDENT GRANT AGREEMENT
PROJECT NO. FILE # / PROJECT #
FOR THE COUNTY OF RIVERSIDE
MANUFACTURED HOUSING REHABILITATION PROGRAM**

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

RECITALS

WHEREAS, on May 2, 2023, and amended November 9, 2023, in order to preserve Mobilehomes as a significant source of Affordable homeownership in California, the California Department of Housing and Community Development (“HCD”) announced a Notice of Funding Availability (NOFA) for approximately \$136,250,000 million in funds for the Manufactured Housing Opportunity and Revitalization (MORE) Program;

WHEREAS, the MORE Program was made available from the Mobilehome Park Rehabilitation and Purchase Fund pursuant to the California Health and Safety Code (HSC) §50780-§50787;

WHEREAS, the regulations promulgated in HSC §50780-§50787 provide that MORE Program funds may be used for a wide range of activities directed towards preserving Mobilehomes as a significant source of affordable homeownership in California, including, but not limited to, improving the health and safety conditions of Mobilehome Parks and individual Mobilehomes to the benefit of Low-Income Households;

WHEREAS, on September 26, 2023, via Minute Order 3.19, the Board of Supervisors of the County of Riverside adopted Resolution No. 2023-240, authorizing the submittal of an application to HCD for the MORE Program for a loan amount not to exceed \$5,000,000;

WHEREAS, on June 5, 2024, via Minute Order **X.XX**, the Board of Supervisors authorized the acceptance of up to \$5,000,000 in MORE Program funds from the HCD;

WHEREAS, on **XXXXX**, 2024, via Minute Order **X.XX**, the Board of Supervisors adopted Resolution **2024-XXX** thereby establishing the Manufactured Housing Rehabilitation Program for grants not to exceed \$50,000 for the rehabilitation of owner-occupied, manufactured and mobile homes located in the Riverside County to address health and safety concerns;

WHEREAS, COUNTY administers the Manufactured Housing Rehabilitation Program (“MHR PROGRAM” or “PROGRAM”) in conjunction with other public funds provided through the

COUNTY's Department of Housing and Workforce Solutions ("HWS") for the purpose of providing home rehabilitation and enhancement services to directly address substandard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population of the County of Riverside;

*WHEREAS, RESIDENT is the owner of personal property more commonly known as **Insert Mobilehome description** located in the County of Riverside as described in the description attached hereto as Exhibit "A" and incorporated herein by this reference ("PROPERTY"). The PROPERTY is a manufactured/mobile home;*

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

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

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

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

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

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

- 1) **Purpose of agreement.** The purpose of this AGREEMENT is to set forth the terms and conditions by which the COUNTY will grant up to **\$amount** in PROGRAM funds ("PROGRAM GRANT") for the rehabilitation of the PROPERTY upon the terms and conditions set forth herein and in the Scope of WORK attached hereto as Exhibit "B" and incorporated herein by this reference ("Scope of WORK" or "WORK"). Except to the extent of the PROGRAM GRANT, the cost of constructing the WORK on the PROPERTY shall be the sole responsibility of the RESIDENT, without any cost to the COUNTY.

- 2) Term of Agreement. The term of this AGREEMENT shall commence on the Effective Date (defined below) and unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect until three (3) years from *either: a) if RESIDENT is the owner of the real property, the date the Covenant Agreement is recorded in the Official Records of Recorder's Office of the County of Riverside, or b) if RESIDENT rents or leases space for the PROPERTY, the term shall be from the date the Covenant AGREEMENT is executed.*
- 3) Location of Work. RESIDENT shall permit the Scope of WORK to be performed pursuant to this AGREEMENT at the PROPERTY located at **(insert street address)** as specifically set forth herein.
- 4) Scope of Work.
 - a) Both COUNTY and RESIDENT have reviewed and approved the Scope of WORK to be performed on the PROPERTY pursuant to this AGREEMENT and the Scope of WORK (Exhibit B); and
 - b) The PROPERTY shall be developed in accordance with and within the limitations established in the Scope of WORK (Exhibit B) and subsequent plans and specifications approved by the COUNTY pursuant to this AGREEMENT and permits issued by the COUNTY and/or any other governmental entity with jurisdiction over the WORK.
- 5) Program Grant Terms. The PROGRAM GRANT from the COUNTY shall be used to pay all costs for the WORK set forth in the Scope of WORK. The COUNTY shall pay to the Contractor the Construction Amount (defined below), for the benefit of the RESIDENT, to rehabilitate the PROPERTY pursuant to this AGREEMENT. The term "Construction Amount" means the cost to complete the WORK to be performed by the Contractor, which shall not exceed the PROGRAM GRANT amount.
 - a) Term of Program Grant. *The term of the PROGRAM GRANT shall be three (3) years from the date the Covenant AGREEMENT (defined in section 13 below) is either: a) if RESIDENT is the owner of the real property, recorded in the Official Records of the Recorder's Office of the County of Riverside or, b) if RESIDENT rents or leases space for the PROPERTY, the term shall be from the date the Covenant AGREEMENT is executed ("PROGRAM GRANT Term").*
 - b) Program Grant Amount. The amount of the PROGRAM GRANT shall not exceed the maximum total amount of \$50,000.00 including all expenses.
 - c) Interest. The PROGRAM GRANT shall not bear interest.
 - d) Disbursement of Program Grant. The PROGRAM GRANT shall be disbursed to the COUNTY-approved contractor on behalf of the RESIDENT pursuant to section 10

below.

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

The term, "Permitted Transfer" used herein shall mean the following transfers of title or interests therein:

- (1) A transfer resulting from the death of RESIDENT where the transfer is to the spouse who is also a RESIDENT.
- (2) A transfer by the RESIDENT to his/her spouse where the spouse becomes the co-owner of the PROPERTY and enters into an assumption agreement relating to any existing mortgage loans and this AGREEMENT.
- (3) A transfer resulting from a decree of dissolution of the marriage or legal separation or from a settlement agreement incidental to such a decree which requires the RESIDENT to continue to make loan payments by which a spouse who is an obligor becomes the sole owner of the PROPERTY; or

(4) A transfer into an inter vivos trust in which the RESIDENT or RESIDENTs are beneficiaries.

Low Income shall mean a household having an income equal to or less than 80%

Median Income limit for Riverside County, established by the State, subject to adjustments for family size and income and other adjustment factors by the United States Housing and Urban Development Department in accordance with California Code of Regulations, title 25, Section 6928 and Section 6932.

6) Construction of the Project.

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

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

8) Notice to Proceed. No labor shall be performed for the WORK until COUNTY sends a written notice to proceed to RESIDENT with a copy to the Contractor. The WORK shall commence within twenty (20) workdays after the notice to proceed is delivered to the Contractor.

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

10) Disbursement of Funds.

- a) The PROGRAM GRANT funds shall be directly disbursed by COUNTY to the Contractor for WORK expenses in accordance with the General Contractor agreement entered into between the RESIDENT and Contractor on **INSERT AGREEMENT DATE.**

- b) COUNTY shall retain 25% of the PROGRAM GRANT funds until Completion of the WORK as determined by COUNTY and shall make progress payments to the contractor as specifically set forth below of the remaining balance. The term "Completion" shall mean the point in time when all of the following shall have occurred: (1) receipt of a Notice of Completion by Contractor; (2) certification or equivalent by RESIDENT that work has been completed in a good and workmanlike manner and substantially in accordance with the AGREEMENT and the General Contractor agreement. (3) payment, settlement or other extinguishment, discharge, release, waiver, bonding, or insuring against any mechanic's liens that have been recorded or stop notices that have been delivered, and (4) the PROPERTY has been rehabilitated in accordance with this AGREEMENT, the Scope of WORK and any other documents pursuant to this AGREEMENT.
- c) COUNTY shall make final payment to Contractor upon Completion and RESIDENT's final acceptance and written sign-off for the WORK, including, but not limited to the MHR Project completion documents provided by COUNTY to RESIDENT.
- d) Without limiting the COUNTY's disclaimer of responsibility for the construction of the WORK set forth in Section 20 below, If RESIDENT disputes the WORK performed, RESIDENT shall submit written notice to Contractor with a copy to COUNTY, within ten (10) calendar days of final inspection specifying dispute and description of unsatisfactory work. If no dispute in writing is received by COUNTY and Contractor the WORK will be deemed acceptable by RESIDENT, and payment will be made to the Contractor. RESIDENT acknowledges and agrees that COUNTY shall not be responsible for any of the WORK performed on the PROPERTY as more specifically set forth in Section 20 below.
- e) The Contractor shall be paid only in accordance with an invoice submitted to COUNTY by Contractor and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Contractor only after services have been rendered or delivery of materials or products, and acceptance has been made by RESIDENT. RESIDENT shall cause the Contractor to prepare invoices in duplicate. For this AGREEMENT, send the original and duplicate copies of invoices to:

County of Riverside Housing and Workforce Solutions
Attention: Susana Orozco

MHR Program

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

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

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

- 11) Inspection of Completed Work. Without limiting COUNTY's disclaimer of responsibility for the work, upon Completion of the WORK, COUNTY, and RESIDENT shall inspect the WORK completed by the Contractor. Upon Completion and acceptance of the WORK by RESIDENT, COUNTY shall make final payment to the Contractor in accordance with section 10 above.
- 12) Completion Schedule. RESIDENT shall cause the WORK to be completed within a reasonable period of time, but in no event no longer than one hundred and fifty (150) days after the Effective Date of this AGREEMENT, which period may be extended by COUNTY in writing should the COUNTY deem such extension as necessary to complete the WORK. Every term, condition, and requirement of this AGREEMENT shall continue in full force and effect during the period of such extension.
- 13) Covenant Agreement. As a condition precedent to COUNTY'S disbursement of PROGRAM GRANT funds, RESIDENT shall execute and COUNTY *shall record in the Official Records of the Recorder's Office of County of Riverside, a Covenant AGREEMENT, substantially conforming in form and substance to Exhibit "C", attached hereto and incorporated herein by this reference ("Covenant AGREEMENT").* If RESIDENT rents or leases space for the PROPERTY, RESIDENT shall execute and COUNTY shall register with HCD a Mobilehome Lien registration naming COUNTY as "legal owner" and RESIDENT as "junior lienholder", substantially conforming in form and substance to Exhibit "C", attached hereto and incorporated herein by this reference ("LIEN"). The recordation of the Covenant AGREEMENT or the LIEN in the Official Records of Riverside County or with HCD, respectively, shall be a condition precedent to the disbursement of the PROGRAM GRANT funds. The Covenant AGREEMENT sets forth, among other things, the use restrictions, maintenance obligations and non-discrimination covenants set forth herein. The Covenant AGREEMENT shall run with the land in favor of COUNTY and shall remain in effect for a period of five (5) years from the date Covenant AGREEMENT *is recorded in the Official Records or executed.*
- 14) Occupancy and Maintenance of Property. RESIDENT shall occupy and use the PROPERTY as RESIDENT's principal residence during the Covenant Term, including any extensions. In addition

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

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

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

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer,

use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

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

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

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

16) Hazardous Substances

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

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

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

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

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

18) Events of Default.

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

(1) If RESIDENT, no longer occupies the PROPERTY as RESIDENT's primary residence;

or

(2) If a Transfer occurs without the prior written consent of the COUNTY, except for a Permitted Transfer; or

(3) Upon refinancing of any debt that is secured by a lien on the PROPERTY without the prior written consent of the COUNTY; or

- (4) Breach of any term of this AGREEMENT; or
- (5) Breach of any term contained in the Covenant AGREEMENT; or
- (6) Any interference or obstruction by the RESIDENT that prevents the timely completion of the WORK; or
- (7) A breach under any lender documents secured by the PROPERTY.

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

Provided, however, that the covenants contained in, and the restrictions imposed upon the RESIDENT and the PROPERTY by this AGREEMENT and the Covenant AGREEMENT shall continue to encumber and run with the title to the PROPERTY following said transfers reference above.

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

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

Unless specified differently on RESIDENT's County issued Purchase Order all WORK is guaranteed by Contractor for one (1) year from the date a Project Completion Form is executed by RESIDENT. Roofing is warranted for three (3) years from the date a Project Completion Form is executed by RESIDENT. The Project Completion Form is attached hereto as Exhibit "D" and incorporated herein by this reference. Natural use is covered under the warranty, but abuse or overuse are not grounds for appealing the warranty. In the event some part of the WORK completed fails to give you satisfaction, RESIDENT acknowledges and agrees that the Contractor is the party responsible for all warranty repairs, not COUNTY. RESIDENT shall contact the Contractor for any assistance in connection with the aforementioned matters. All Contractors who perform work under the MHR PROGRAM are required to take reasonable action to correct problems related to

their labor, materials, or equipment installed. RESIDENT acknowledges and agrees to make every effort to notify the Contractor in the event RESIDENT is not satisfied with the work and give the Contractor a reasonable opportunity to correct the problem. Should the Contractor be unresponsive, RESIDENT shall have the right to pursue corrective action through the State of California, Contractor's License Board, among other remedies.

- 20) Warranty for Enhancements. RESIDENT acknowledges and agrees that Contractor shall provide a minimum of one (1) year warranty and guarantee for all labor and a minimum manufacturer's warranty and guarantee for all material installed. Roofing is guaranteed by Contractor for three (3) years from the date a Project Completion form is executed by RESIDENT. COUNTY shall not provide any warranties and guarantees in connection with the WORK, including, but not limited to labor and manufacturer's warranty and guarantee for all material installed.
- 21) Rights of Access. Commencing upon the Effective Date, representatives of COUNTY shall have the reasonable right of access to the PROPERTY, upon twenty-four (24) hours' written notice to RESIDENT (except in the case of an emergency, in which case COUNTY shall provide such notice as may be practical under the circumstances), without charges or fees, at normal construction hours during the period of construction for the purposes of this AGREEMENT, including, but not limited to, the inspection of the WORK being performed. Such representatives of COUNTY shall be those who are so identified in writing by the Director of HWS or designee of the COUNTY.
- 22) Resident Certifications: The RESIDENT certifies the following:
- a) RESIDENT provided true and accurate information on program documents and to COUNTY and has not misrepresented RESIDENT's eligibility for the PROGRAM.
 - b) RESIDENT has notified his/her/their RESIDENT's insurance company about the rehabilitation work to be performed pursuant to this AGREEMENT; and
 - c) RESIDENT (including the undersigned representative of RESIDENT, if any) has full power, authority, and legal right to execute this AGREEMENT.
 - d) RESIDENT hereby represents and warrants that neither the execution and delivery of this AGREEMENT, including any attachments hereto or documents related to this AGREEMENT nor the incurrence of the RESIDENT'S obligations herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this AGREEMENT and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreements or instruments to which RESIDENT is a party.

23) Resident Duties. In addition to the RESIDENT obligations set forth in this AGREEMENT, RESIDENT shall adhere to the following:

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

24) Indemnification and Hold Harmless.

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

action or claim involved.

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

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

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

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

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

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

26) Defaults, Remedies, and Termination

a) Defaults – General

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

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

b) Institution of Legal Actions

Subject to the notice and cure provisions of section 26.a. above, in addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this AGREEMENT. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California, as discussed further in Section 31 below.

c) Termination

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

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

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

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

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

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

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

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

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

29) Notices.

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

i) **COUNTY:**

County of Riverside Housing and Workforce Solutions

Attention: Susana Orozco

P.O. Box 1528

Riverside, California 92502

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

ii) **RESIDENT:**

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

30) Condemnation

- a) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the PROPERTY, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to COUNTY, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this AGREEMENT.
- b) In the event of a total taking of this PROPERTY, the proceeds shall be applied to the sums owed under this AGREEMENT, whether or not then due, with any excess paid to the RESIDENT.
- 31) Governing Law; Jurisdiction, and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any legal action related to the performance or interpretation of this AGREEMENT shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 32) Compliance with Laws. RESIDENT shall comply with all applicable Federal, State, and local laws and regulations. RESIDENT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the RESIDENT shall comply with the more restrictive law or regulation.
- 33) RESIDENT not Released, Forbearance by County not a Waiver. In the event RESIDENT is required to repay the PROGRAM GRANT to COUNTY, any extension of the time for repayment granted by COUNTY to any successor in interest of RESIDENT shall not operate to release, in any manner, the liability of the original RESIDENT and RESIDENT's successor in interest. COUNTY shall not be required to commence proceedings against such successor or extend time for payment or otherwise modify any amounts due to COUNTY by reason of any demand made by the original RESIDENT and/or RESIDENT's successor in interest.
- 34) Binding Effect. This AGREEMENT, and the terms, provisions, promises, covenants, and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. All covenants and agreements of RESIDENT shall be joint and several.
- 35) No Third-Party Beneficiaries. The parties to this AGREEMENT acknowledge and agree that the provisions of this AGREEMENT are for the sole benefit of COUNTY and RESIDENT, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

- 36) Modifications or Amendments. This AGREEMENT shall not be modified or amended except in a written document signed by authorized representatives of both the COUNTY and RESIDENT.
- 37) Assignment. RESIDENT shall not delegate or assign any interest in this AGREEMENT, whether by operation of law or otherwise, without the prior written consent of COUNTY. No assumption of the PROGRAM GRANT shall be permitted at any time, without the express written approval of the COUNTY.
- 38) Forbearance by County not a Waiver. Any forbearance by COUNTY in exercising any right or remedy herein, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. Any waiver by COUNTY of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breaches of the same or of any term thereof. Failure on the part of the COUNTY to require exact, full, and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or estopping COUNTY from enforcement hereof.
- 39) Conflict of Interest. No member, official or employee of the COUNTY shall have any personal interest, direct or indirect, in the AGREEMENT nor shall any such member, official or employee participate in any decision related to the AGREEMENT which affects his personal interests or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested.
- 40) Nonliability of County Officials and Employees. No member, official, employee or consultant of the COUNTY shall be personally liable to the RESIDENT, or any successor in interest, in the event of any default or breach by the COUNTY or for any amount which may become due to the RESIDENT or to its successor, or on any obligations under the terms of this AGREEMENT.
- 41) Further Assurances. The RESIDENT shall execute any further documents consistent with the terms of this AGREEMENT, including documents in recordable form, as the COUNTY may from time to time find necessary or appropriate to effectuate its purposes in entering into this AGREEMENT.
- 42) No Partnership. Nothing contained in this AGREEMENT shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the parties hereto other than lender and borrower according to the provisions contained herein, or cause COUNTY to be responsible in any way for the debts or obligations of RESIDENT, or any other party.
- 43) Disputes. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the COUNTY and the RESIDENT. The RESIDENT shall proceed diligently with the performance of this AGREEMENT pending the resolution of a dispute. Prior to the filing of any legal action related to this

AGREEMENT, the parties shall be obligated to attend a mediation session in Riverside COUNTY before a neutral third-party mediator. A second session shall be required if the first session is not successful. The parties shall share the cost of the mediation.

44) Reserved.

45) Entire Agreement. It is expressly agreed that this AGREEMENT embodies the entire AGREEMENT of the parties in relation to the subject matter hereof, and that no other AGREEMENT or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at the time of execution.

46) Effective Date. The effective date of this AGREEMENT is the date the parties execute the AGREEMENT. If the parties execute the AGREEMENT on more than one date, then the last date the AGREEMENT is executed by a party shall be the effective date.

47) Counterparts. This AGREEMENT may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same AGREEMENT.

IN WITNESS WHEREOF, RESIDENT and COUNTY have executed this AGREEMENT as of the dates set forth below.

COUNTY

RESIDENT

COUNTY OF RIVERSIDE,
a Political Subdivision of the State of California

NAME OF RESIDENT(s) and Vesting

By: _____
Juan Garcia, HWS Deputy Director

By: _____
INSERT RESIDENT NAME

Date: _____

Date: _____

COUNTY COUNSEL

Approved as to Form:
Minh C. Tran
County Counsel

By: _____
Amrit P. Dhillon, Deputy County Counsel

EXHIBIT "A"
LEGAL DESCRIPTION or DESCRIPTION OF MOBILEHOME

The following described real property in the County of Riverside, State of California:
Lot 17 And 18 of Block 8 of Desert Hot Springs Tract No. 5 as shown by map on file in Book 21, Page(s) 64 of Maps,
Records of Riverside County.
More commonly known as: Hacienda Avenue /Lots 17 & 18 Desert Hot Springs Tract #5, Apn #641-153-022, Desert
Hot Springs, 92240

ALSO KNOWN AS: 66572 Hacienda Ave., Desert Hot Springs,
APN: 641-153-008

CA 92240

Sample

EXHIBIT "B"
SCOPE OF WORK

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

END OF SCOPE

EXHIBIT "C"
COVENANT AGREEMENT
(Behind this page)

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

EXHIBIT C – COVENANT AGREEMENT

(Free Recording Requested
Government Code §6103)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Riverside
Housing and Workforce Solution
Attention: Susana Orozco
P.O. Box 1528
Riverside, California 92502
File Number: **Insert File#**
APN: **Insert APN**

COVENANT AGREEMENT

This Covenant Agreement and (“Agreement”) is made this **Insert Date** day of **Month, Year** between **Insert Resident Name And Vesting**, (“RESIDENT”) and the COUNTY OF RIVERSIDE, a political subdivision of the state of California (“COUNTY”).

RECITALS

- I. **WHEREAS**, on May 2, 2023, and amended November 9, 2023, in order to preserve Mobilehomes as a significant source of affordable homeownership in California, the California Department of Housing and Community Development (“HCD”) announced a Notice of Funding Availability (NOFA) for approximately \$136,250,000 million in funds for the Manufactured Housing Opportunity and Revitalization (“MORE”) Program;
- II. **WHEREAS**, the MORE Program was made available from the Mobilehome Park Rehabilitation and Purchase Fund pursuant to the California Health and Safety Code (“HSC”) §50780-§50787;
- III. **WHEREAS**, the regulations promulgated in HSC §50780-§50787 provide that MORE Program funds may be used for a wide range of activities directed towards preserving Mobilehomes as a significant source of affordable homeownership in California, including, but not limited to, improving the health and safety conditions of Mobilehome Parks and individual Mobilehomes to the benefit of Low-Income Households;
- IV. **WHEREAS**, on September 26, 2023, via Minute Order 3.19, the Board of Supervisors of the County of Riverside adopted Resolution No. 2023-240, authorizing the submittal of an application to HCD for the MORE Program for a loan amount not to exceed \$5,000,000;
- V. **WHEREAS**, on June 5, 2024, **via Minute Order X.XX**, the Board of Supervisors authorized the acceptance of up to \$5,000,000 in MORE Program funds from the HCD,
- VI. **WHEREAS**, on **XXXXXX, 2025, via Minute Order X.XX**, the Board of Supervisors adopted **Resolution 2024-XXX** thereby establishing the Manufactured Housing Rehabilitation Program for grants not to exceed \$50,000 for the rehabilitation of owner-occupied,

manufactured and mobile homes located in the Riverside County to address health and safety concerns;

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

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

ARTICLE 1 – TERMS OF AFFORDABILITY

- a) **Occupancy**: RESIDENT covenants and agrees that they will occupy the Property as their principal place of residence throughout their ownership of the Property during the

“Affordability Period” (as defined in Section 1(b) below). The RESIDENT shall be considered as occupying the Property as a principal place of residence if the RESIDENT is living on the Property for at least eleven (11) months out of each calendar year. RESIDENT shall not lease or rent the Property during the Affordability Period.

- b) **Affordability.** For a period of no less than five (5) years measured from the date this Agreement *is executed and recorded in the Official Records (“Official Records”)* of the County of Riverside (“Affordability Term”), the Property shall be owned and occupied by a qualified Low-Income Purchaser/Resident (as defined in Sections (e) and (f) below). In addition, during the Affordability Period, any Transfer of the Property by the RESIDENT or any subsequent RESIDENT shall be subject to the provisions of this Agreement. Any subsequent RESIDENT shall qualify as an Eligible Purchaser as the term is defined in Section (d) below.
- c) **Non-Permitted Transfer Defined.** “Non-Permitted Transfer” shall mean any sale, assignment, conveyance, lease, or transfer, voluntary or involuntary, of any interest in the Property, including unpermitted financing or refinancing of the Property. Without limiting the generality of the foregoing, non-permitted transfer shall include:
- (i) A transfer by devise, inheritance or intestacy to a party who does not meet the definition of Low-Income Household (defined below);
 - (ii) A life estate;
 - (iii) Creation of a joint tenancy interest;
 - (iv) A gift of all or any portion of the Property;
 - (v) Any voluntary conveyance of the Property; or
 - (vi) A refinance of any mortgage loan encumbering the Property not approved in writing by the COUNTY.
- d) **Permitted Transfer Defined.** “Permitted Transfer” shall mean the following transfers of title or interests therein:
- (i) A transfer resulting from the death of RESIDENT where the transfer is to the spouse who is also a RESIDENT;
 - (ii) A transfer by the RESIDENT to his/her spouse where the spouse becomes the co-owner of the Property and enters into an assumption agreement relating to any existing mortgage loans and this Agreement;
 - (iii) A transfer resulting from a decree of dissolution of the marriage or legal separation or from a settlement agreement incidental to such a decree which requires the RESIDENT to continue to make loan payments by which a spouse who is an obligor becomes the sole RESIDENT of the Property; or
 - (iv) A transfer into an inter vivos trust in which the RESIDENT or RESIDENTS are beneficiaries.
- e) **Low Income Defined.** “Low Income” shall mean a household having an income equal to or less than the 80% Median-Income limit for Riverside County, established by HCD, subject to adjustments for family size and income and other adjustment factors by the United States Housing and Urban Development Department in accordance with California Code of Regulations, title 25, Section 6928 and Section 6932.

- f) **Eligible Purchaser Defined.** "Eligible Purchaser" shall mean a household that meets all of the following qualifications:
- (i) A household who intends to occupy the Property as its principal place of residence; and
 - (ii) A household with an income equal to or less than the 80% Median-Income limit for Riverside County, established by HCD, subject to adjustments for family size and income and other adjustment factors by the United States Housing and Urban Development Department in accordance with California Code of Regulations, title 25, Section 6928 and Section 6932. Income is subject to verification by the COUNTY; and
 - (iii) A household that pledges not to lease or rent the Property during the five (5) year Affordability Period.

ARTICLE 2 - MAINTENANCE REQUIREMENTS

- a) **Maintenance of Property.** RESIDENT shall, for the term of this Agreement, at its sole cost and expense, maintain the PROPERTY and the improvements thereon, including, without limitation, the buildings, fencing, parkways, landscaping, driveways, garages, carports, and lighting, in first class condition, and in decent, safe, and sanitary condition.
- b) **Interior Maintenance.** RESIDENT shall, for the term of this Agreement, maintain the interior of the dwelling unit(s) located on the PROPERTY in a decent, safe, and sanitary condition and shall immediately correct any health and safety code violations identified by staff of the COUNTY of Riverside.
- c) **Exterior Maintenance.** RESIDENT shall, for the term of this Agreement, keep the Property free from the accumulation of debris and waste materials. All exterior, and painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking, peeling, and defacing marks. No building, patio, balcony, wall, fence, or yard area, including parkways, shall be left in an unmaintained condition so that any of the following exist:
- (i) Buildings abandoned, boarded up, partially destroyed, or left unreasonably in a state of partial construction;
 - (ii) Abandoned or non-operational vehicles;
 - (iii) Unpainted buildings or buildings with peeling paint;
 - (iv) Cause dry rot, warping, and termite infestation;
 - (v) Constitute an unsightly appearance that detracts from the aesthetic or property values of neighboring properties;
 - (vi) Broken windows, constituting hazardous conditions and/or inviting trespassers and malicious mischief;
 - (vii) Broken or discarded furniture, appliances, and other household equipment stored for periods exceeding one (1) week;
 - (viii) Packing boxes, lumber, trash, dirt, and other debris stored for periods exceeding one (1) week; and
 - (ix) Unscreened trashcans, bins, or containers stored for periods exceeding fifteen (15) days in areas visible from public streets and common areas.
- d) **Graffiti Removal.** All graffiti, and defacement of any type, including marks, words, and pictures, shall be removed and any necessary painting or enhancement completed within the

earlier of seventy-two (72) hours of their creation or within forty-eight (48) hours after notice to RESIDENT from COUNTY.

- e) **Trash.** All trash shall, for the term of this Agreement, be collected and placed in appropriate areas for pick-up by refuse haulers on normal trash pick-up days or hauled away, in a timely manner, by RESIDENT to an appropriate COUNTY-approved dump site if trash service is not available.

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

ARTICLE 3 – TAXES AND INSURANCE.

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

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

ARTICLE 4-TRANSFER

- a) **Notice of Transfer.** In the event the RESIDENT intends to Transfer the Property, the RESIDENT shall promptly notify the COUNTY in writing of such intent. Prior to executing any documents affecting such a transfer, the RESIDENT shall send the notice (hereinafter referred to as the "Notice of Intent to Transfer,") in the form attached hereto as Exhibit "B" and incorporated herein by this reference by certified mail return receipt requested, to Housing and Workforce Solutions, P.O. Box 1528, Riverside, California 92502, Attention: MHR Program Manager, or such other address as the County may designate. The RESIDENT has the right to withdraw the Notice of Intent to Transfer prior to the opening of escrow to purchase the Property.

- b) **County's Options to Designate an Eligible Purchaser.** In the event the RESIDENT wishes to sell the Property within the Term of this Agreement period, RESIDENT shall use best efforts and shall have the right to sell the Property to an Eligible Purchaser. In the event the RESIDENT proposes to Transfer the Property to a purchaser or a transferee who is not an Eligible Purchaser, the COUNTY shall have the right to terminate the Agreement and demand **Repayment of Grant upon Default** as defined in Article 8, paragraph b, The COUNTY shall have the right but not the obligation to exercise the rights granted herein in its sole and absolute discretion.
- c) **Designation of Eligible Purchaser.** Upon receipt of the Notice of Intent to Transfer, the COUNTY shall have the right, but not the obligation, to designate an Eligible Purchaser to purchase the Property in the manner set forth hereunder, if the RESIDENT proposed transferee is not an Eligible Purchaser. The notification to RESIDENT regarding the option to designate an Eligible Purchaser shall be sent by certified mail, return receipt requested.

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

ARTICLE 5 - NON-DISCRIMINATION

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

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

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

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

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

ARTICLE 6 – TERM

- a) **Term.** The term of this Agreement shall be for five (5) years from the date of recordation of this Agreement in the Official Records of Recorder’s Office of the County of Riverside (“Term”) *or execution of this Agreement*, at which time this Agreement shall expire by its own terms. That notwithstanding, the covenants against discrimination set forth in Article 5 shall run in perpetuity.
- b) **Non-liability of the County.** In no event shall the COUNTY become in any way liable or obligated to the RESIDENT or to any successor-in-interest of the RESIDENT by reason of its rights set forth in this Agreement to the RESIDENT or any successor-in-interest of the RESIDENT for the COUNTY's failure to exercise any such rights set forth herein.

- c) **Binding on Successor and Assigns.** This Agreement shall bind, and the benefit hereof shall inure to the RESIDENT, and to his/her or their respective heirs, legal representative executors, successors in interest and assigns, and to the COUNTY and its successors except as provided in Article 4 paragraph (d)(3). Provided, however, upon a release of this Agreement pursuant to Article 8 paragraph (b), this Agreement shall not thereafter reattach.
- d) **Invalid Provisions.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- e) **Controlling Law.** The terms of this Agreement shall be interpreted under the laws of the State of California
- f) **Interpretation of Restrictive Covenants.** The terms of this Agreement shall be interpreted to encourage to the extent possible that the maximum sale price of and mortgage payments for the Property remain affordable to households having an income equal to or less than the 80% Median-Income limit for Riverside County, established by HCD, subject to adjustments for family size and income and other adjustment factors by the United States Housing and Urban Development Department in accordance with California Code of Regulations, title 25, Section 6928 and Section 6932.

ARTICLE 7 - SUCCESSORS AND ASSIGNS

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

ARTICLE 8 - DEFAULT AND REMEDIES

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

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

In the Event of Default or breach of any of the terms or conditions of this Agreement by RESIDENT, or RESIDENT's heirs, executors, administrators, or assigns, COUNTY may pursue the remedy thereof by any and all means of enforcement, both in equity and at law, as provided by the laws of the State of California.

- b) **Repayment of Grant upon Default.** In the event of default, RESIDENT shall be required to pay to COUNTY the entire amount of a Grant herein disbursed on behalf of the RESIDENT to a contractor pursuant to the Grant Agreement referred to herein as ("Repayment of Grant upon Default"). Such payment shall be delivered to the COUNTY no later than fifteen (15) days after the notice is mailed to RESIDENT and any outstanding amounts shall be a lien against the Property until repaid, with interest at the highest rate permitted by law. Upon payment in full of the amounts owing to the COUNTY, COUNTY shall release this Agreement and the Grant Agreement from the Property (the "Notice of Release"). The COUNTY shall record the Notice to Release with the County Recorder of the County of Riverside.
- c) **Nuisance.** The result of every act or omission whereby any of the covenants contained in this Agreement are violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any RESIDENT or its successors in interest, without derogation of COUNTY's rights under law.
- d) **Right of Entry.** In addition to the COUNTY's right of entry under the Grant Agreement, to the extent permitted by law, following thirty (30) days written notice to the RESIDENT specifically outlining the noncompliance with this Agreement, the COUNTY shall also have the right of entry at reasonable hours to enforce compliance and affect the enhancements or maintenance which RESIDENT has failed to perform. If at any time, RESIDENT fails to maintain the PROPERTY in accordance with the Agreement and such condition is not corrected within five (5) days after written notice from COUNTY with respect to graffiti, debris, waste material, and general maintenance;, or thirty (30) days after written notice from COUNTY with respect to landscaping and building improvements, maintenance of a nuisance, or other violation, then COUNTY, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the PROPERTY and perform all acts and work necessary to protect, maintain and preserve the improvements and landscaped areas on the PROPERTY.
- e) **Costs of Enhancement.** The costs borne by COUNTY from such acts and work of protection, maintenance, and enhancement pursuant to Article 8, paragraph f, including a reasonable administrative charge, shall become a charge, which RESIDENT shall promptly pay upon demand and, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.

- f) **Cumulative Remedies.** The remedies herein provided for breach of the covenants contained in this Agreement shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
- g) **Failure to Enforce.** The failure to enforce any of the covenants contained in this Agreement shall be not constituted a waiver of the right to enforce the same thereafter and RESIDENT hereby waives and releases any statute of limitations defense in connection with any COUNTY action or proceedings to protect, assert or enforce any rights or remedy contained herein and in the Grant Agreement.

ARTICLE 9 – GENERAL PROVISIONS

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

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

- b) **Request for Notice of Default and Sale.** The COUNTY shall cause a Request for Notice for Default and Sale to be recorded on the Property subsequent to the recordation of any First Lien deed of trust or mortgage requesting a statutory notice of any notice of default and any notice of sale as set forth in California Civil Code Section 2924b. The recordation of the Request for Notice for Default and Sale shall not be deemed to waive the COUNTY's right to receive any other notices required by statute or otherwise.
- c) **Additional Encumbrances.** The initial RESIDENT and any subsequent RESIDENT subject to these Agreements may not encumber the Property without the prior written consent of the COUNTY.
- d) **Monitoring.** During each fiscal year for the next five (5) years, the RESIDENT can be selected for a random compliance review. The annual reporting period is from July 1st to June 30th. If selected, the RESIDENT shall report to the COUNTY, in writing, confirm that they continue to reside in the Property, have not leased or rented the Property, provide evidence of insurance, evidence of the payment of taxes, if not impounded, and provide any and all other information reasonably requested by the COUNTY to assure compliance with the terms of the Agreement on a form or forms prepared by the COUNTY. Within fifteen (15) days of a written request from the COUNTY to the RESIDENT, RESIDENT shall respond with all information requested to allow the COUNTY to complete its monitoring responsibilities under the terms of the Agreement. Failure to completely and timely comply with requests shall be deemed a material default under the terms of the Agreement.

d) **Enforcement.** If a violation of any of the covenants or provisions of this Agreement remains uncured after the respective time period set forth in Article 8, COUNTY and its successors and assigns, without regard to whether the COUNTY or its successors and assigns is a RESIDENT of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by RESIDENT of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

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

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

RESIDENT(s), VESTING

By: _____ By: _____
INSERT RESIDENT NAME INSERT RESIDENT NAME

COUNTY OF RIVERSIDE ("COUNTY")

By: _____

Juan Garcia, Deputy Director of HWS

ALL SIGNATURES MUST BE NOTARIZED

ACKNOWLEDGMENT

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

State of California
County of Riverside

On _____ before me, _____
(Notary)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California
County of Riverside

On _____ before me, _____
(Notary)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California
County of Riverside

On _____ before me, _____
(Notary)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OR DESCRIPTION OF MOBILEHOME

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

Lot 111 of Tract #2111, as shown by map on file in Book 44 of Maps, pages 52 to 55 of Maps, in the office of the County Recorder of said County. Excepting therefrom 1/2 of all oil hydrocarbon and mineral substances below 500 feet and without surface entry, as reserved to deed by James C. Cadwell and Dorothy B. Cadwell, filed for record February 13, 1959, as Instrument No. 10505.

ALSO KNOWN AS: **98800 ABC Ave., Palm Desert, CA 92254**

A.P.N.: **555-555-05**

SAMPLE

EXHIBIT "B"
NOTICE OF INTENT TO TRANSFER

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

From: _____ ("Owner")

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

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

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

Proposed Transferee: _____

Income of Proposed Transferee: _____

Household Size of Proposed Transferee: _____

Proposed Transfer Price: _____

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

Yes: _____ No: _____

Date: _____

Signature of Owner

Daytime Telephone Number

EXHIBIT D – GENERAL CONTRACTOR AGREEMENT

**MANUFACTURED HOUSING REHABILITATION GRANT
GENERAL CONTRACTOR AGREEMENT**

Owner(s): **XXXXXXXX**

Rehab Address: **XXXXX ("Property")**

A.P.N.:

Case No.: **MHRXXXX**

Project No.:

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

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

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

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

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

3. **WORK:** Contractor agrees to complete all work in accordance with the contract documents, and all applicable laws, and in a workmanlike manner, according to generally acceptable, standard building practices. Any alteration or deviation from the attached specifications will be executed only upon written consent of the Resident(s), the Contractor, and the County. All materials are guaranteed to be as specified. **No extra charges or costs will be paid.** The contractor will be solely liable if he/she has neglected to properly evaluate the extent of the rehabilitation work. The performance under this Agreement is subject to forced delays when due to strikes, accidents, or acts of God. This Agreement constitutes the entire agreement of the parties as to the subject matter it contains.

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

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

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

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

- a) Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.
- b) Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.
- c) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such

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

- d) Professional Liability: Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the COUNTY as Additional Insureds.
- e) General Insurance Provisions:
- i) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - ii) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
 - iii) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.
 - iv) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- v) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- vii) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY. 9) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

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

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

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

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

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

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

14. LIEN RELEASES: Contractor shall promptly pay all valid bills and charges for material, labor, or otherwise in connection with or arising out of the construction, and shall hold Owner(s) of Property free and harmless against all

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

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

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

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

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

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

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

a) Any waiver by Owner(s) of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of Owner(s) to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing Owner(s) from enforcement of the terms of this Agreement.

- b) Contractor shall comply with all applicable Federal, State, and local laws and regulations. Contractor will comply with all applicable County of Riverside laws, policies, and procedures. If there is a conflict between the various laws or regulations that may apply, Contractor shall comply with the more restrictive law or regulation.
- c) This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- d) This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties, subject to prior approval by County.

20. Reserved.

GENERAL PROVISIONS

21. CONSTRUCTION OF THE PROJECT

- c) No later than forty-five (45) days after the Effective Date, Owner(s) shall promptly begin and/ or cause to begin and thereafter diligently prosecute to completion and/ or cause the completion of construction of the Work as provided in the Scope of Development. Owner shall begin and complete and/ or cause completion of all construction no later than ninety (90) days after the Effective Date of this Agreement, with such reasonable extensions of said times as may be granted by the County as provided herein.
 - d) County shall select the Contractor to construct the Work from a County approved contractor list.
 - e) COUNTY shall have the right to hold a project walk-thru at the Property.
 - f) Owner(s) shall cause the construction of the Work to be carried out in compliance with all applicable laws, including, but not limited to applicable federal and state occupational, safety, and health standards; nondiscrimination requirements; and accessibility for the disabled.
 - g) All performance shall be subject to inspection by County. Contractor shall provide adequate cooperation to the County representative to permit him/her to determine Contractor's conformity with the terms of this Agreement. If any services performed or products provided by Contractor are not in conformance with the terms of this Agreement, County shall have the right to require Contractor to perform the services or provide the products in conformance with the terms of this Agreement at no additional cost to County. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided.
22. PRE-CONSTRUCTION CONFERENCE: After awarding the Work, County shall coordinate a pre-construction conference between County, Owner(s), and Contractor to review the finalized Work Plan needed for rehabilitation. Any changes to the finalized Work Plan shall be in writing and mutually agreed upon by County and Owner(s).

23. NOTICE TO PROCEED: No Work shall be performed until County sends a written notice to proceed to Owner(s) with a copy to the contractor. The Work shall commence within twenty (20) workdays after Contractor receives County's notice to proceed.
24. PURCHASE ORDER: Prior to disbursement of Program Grant funds, Owner(s) shall sign and approve purchase order identifying the cost and scope of the Work.
25. DISBURSEMENT OF FUNDS:

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

- a. County shall not distribute any funds until Contractor has provided copies of all permits and approvals required for the Work.
- b. County shall retain twenty-five (25%) percent of Program Grant funds until Completion of the Work as determined by County and Owner(s) and shall make progress payments to Contractor as specifically set forth below of the remaining balance. The term "Completion" shall mean the point in time when all of the following shall have occurred: (1) recordation of a Notice of Completion by contractor; (2) certification or equivalent by Owner(s) that Work has been completed in a good and workmanlike manner and substantially in accordance with the Agreement; (3) payment, settlement or another extinguishment, discharge, release, waiver, bonding or insuring against any mechanic's liens that have been recorded or stop notices that have been delivered; and (4) the Property has been rehabilitated in accordance with this Agreement, the Scope of Development and any other documents pursuant to this Agreement.
- c. County shall make final payment to Contractor upon Completion and Owner(s) final acceptance and written sign-off for the Work.
- d. If Owner(s) disputes Work performed, Owner(s) shall submit in writing to County and Contractor, within ten (10) calendar days of final inspection, the specific dispute and description of unsatisfactory Work. If no dispute in writing is received by County and Contractor, the Work will be deemed acceptable by Owner(s), and payment will be made to Contractor.
- e. Contractor shall be paid only in accordance with an invoice submitted to County by Contractor and County shall pay the invoice within thirty (30) business days from the date of receipt of the invoice. Payment shall be made to Contractor only after services have been rendered or delivery of materials or products, and acceptance has been made by Owner(s). Contractor shall prepare invoices in duplicate. For this Agreement, send the original and duplicate copy of invoices to:

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

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

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

26. INSPECTION OF COMPLETED WORK: Upon completion of Work, County and Owner(s) shall inspect the Work completed by Contractor. Upon completion and acceptance of the Work by Owner(s), County shall make final payment to Contractor in accordance with section 5 above.

27. **COMPLETION SCHEDULE:** Owner (s) shall cause the Work to be completed within a reasonable period of time, but in no event no longer than one hundred and fifty (150) days after the Effective Date of this Agreement, which period may be extended by County in writing should County deem such extension as necessary to complete the Work. Every term, condition, and requirement of this Agreement shall continue in full force and effect during the period of such extension.

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

General. If, prior to the acceptance of the Work, Contractor a) becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work; b) abandons the Work by failing to report to the Worksite and diligently prosecute the Work to completion; c) disregards written instructions from County or materially violates provisions of the Agreement Documents; d) fails to prosecute the Work according to the schedule approved by County; e) disregards laws or regulations of any public body having jurisdiction; or f) commits continuous or repeated violations of regulatory or statutory safety requirements, then County will consider Contractor in default of the Agreement. Notices and other written communications regarding default between Contractor, Owner, and County shall be transmitted in accordance with Section 21 of the Agreement.

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

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

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

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

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

29. **TERMINATION OF AGREEMENT FOR CONVENIENCE**

County may terminate the Agreement if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the County. Notices pursuant to this Agreement shall be given by personal service on the person, or by a deposit in the custody of the US Postal Service, within a sealed envelope containing the notices,

postage prepaid and addressed to Contractor at address listed on signature page of this Agreement. Upon receipt, Contractor shall immediately cease work, except work Contractor is directed to complete by County or required to complete for public safety and convenience. Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

Contractor will be paid without duplication for:

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

Contractor shall submit a final termination settlement proposal to County no later than ninety (90) days from the effective date of termination, unless extended, in writing, by County upon written request by Contractor. If Contractor fails to submit a settlement proposal, County may determine the amount, if any, due to Contractor as a result of the termination. County will pay Contractor the amount it determines to be reasonable. Contractor shall provide notice to County within thirty (30) days of receipt of payment. Any amount due shall be later determined by arbitration if County and Contractor agree thereto, or as fixed in a court of law.

Owner(s) INFORMATION:

Contractor DBA:

Property owner

Property Owner
Address
City, State, Zip
Tel:

Representative full Name
Construction company
Address
City, State, Zip
Phone Number

PROJECT ADMINISTRATOR: COUNTY

P.O. Box 1528
Riverside, CA 92502

ACCEPTANCE AND SIGNATURES

Contractor: _____ Date: _____
 Representative full Name
 Construction company

Owner: _____ Date: _____
 Complete name, Resident

Owner: _____ Date: _____
 Complete Name, Resident

THE ABOVE AGREEMENT HAS BEEN REVIEWED BY RIVERSIDE COUNTY:

_____ Date: _____
Project Manager

Division Approval (Principal or above):

EXHIBIT "A"
SCOPE OF WORK

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

Item No.	Work Item Description	Unit (e.g., per Square Foot, Linear Foot, Cubic Yard, Each, Lump Sum)
1	ROOF - Remove and replace all roofing material, substructure, attic vents, and flashing. The current roof has waves in it that may indicate failure of the substructure.	Roof Approx. 1464 Sq. Ft. Flashing 187 Ln. Ft. Vents X (2)
2	STUCCO REPAIR -Current state of various spots on the exterior stucco of the coach indicates that a scratch coat has been applied to these areas. A finish coat of stucco is needed before exterior paint is applied.	Approx. 238 Sq. Ft. Combined Total
3	WINDOW REPLACEMENT - Replace the aluminum windows and install screens; remove and reinstall the security bars.	Total window plus security bar removal and reinstall.
4	LIGHTING - Install plus to date light fixture at front and rear of house as indicated. Install x (1) Exterior wall mounted light fixture as indicated. Install x (4) "F" Box cover plates. The cost for the cover plate and lighting installation are combined numbers	x (3) x (1) x (4)
5	PAINT - Exterior Paint on the house/trim and security bars	Approx. Base Area Sq. Ft. 2060 Approx. Fascia 187 Ln. Ft. TOTAL Paint Sq Ft. =2247 Sq. Ft.

End of Scope of Work

EXHIBIT E – RIGHT OF ENTRY AUTHORIZATION

**MANUFACTURED HOUSING REHABILITATION
PROGRAM (MHR)
RIGHT OF ENTRY AUTHORIZATION**



I/We, _____, the owner(s) of the property commonly identified as (address) _____, Riverside County, State of California do hereby grant and give freely and without coercion, the right of access and entry to the said property to the County of Riverside, its agencies, contractors, and subcontractors thereof, for all purposes of performing and completing the MHR services.

For the purpose of assuring compliance with this authorization, representatives of Riverside County Housing and Workforce Solutions shall have the right of reasonable access, with prior notice to the Owner(s), to portions of the above-described property that allow Riverside County to inspect and oversee the project during normal business hours.

The undersigned agrees and warrants to hold harmless the Riverside County Housing and Workforce Solutions and the County of Riverside, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above-described property or persons situated thereon and hereby release, discharge, and waive any action, either legal or equitable that might arise from the MHR project at the above-described property.

For the considerations and purposes set forth herein, I/We set my/our hand(s) this _____ day of _____ 2024.

Print full name

Signature of Property Owner

Print full name

Signature of Property Owner

Telephone Main Number

Other Telephone Number

EXHIBIT F - LEAD PAMPHLET RECEIPT



Renovation Form

LEAD PAMPHLET RECEIPT

I have received a copy of the Lead Hazard Information Pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my home.

I hereby give my permission to Riverside County Housing and Workforce Solutions (HWS) and the Manufactured Housing Rehabilitation Program (MHR) or its designated agent to allow Lead Risk Assessment at the property listed below.

Address: _____

I. PURPOSE OF THE INSPECTION

Many older homes have lead based paint in them. Lead has been shown to harm young children. This project will determine cost-effective ways to keep children safe from lead poisoning.

II. CONSENT

I consent to have my property inspected for lead on the exterior of my home, at no cost to me.

III. CONFIDENTIALITY OF RECORDS

Information obtained for the project will be kept private and confidential by Riverside County HWS, I consent for Riverside County HWS to use such information for internal office use, audit by the appropriate state and federal government, and for the reference of my family and me to other Community Development programs for which I may qualify.

VI. SUBJECT'S ASSURANCES

By signing this consent form, my family and I are taking part in the project by our own free will. I have not given up any of the legal rights of my children or me or released the primary or cooperating organizations from the responsibility for carelessness.

I may cancel my consent and withdraw my family and myself from this project at any time prior to the completion of the risk assessment.

If I have any questions about being a participant or would like to withdraw my consent, I must contact:

Riverside County Housing and Workforce Solutions
Manufactured Housing Rehabilitation Program
Attn: Susana Orozco
P.O. Box 1528
Riverside, CA 92502
(951) 955-5933

All cancellation requests must be in writing to the Agency listed above.

Printed Name of Owner-occupant Signature Date

Printed Name of Owner-occupant Signature Date

Printed Name of Owner-occupant Signature Date

EXHIBIT G – INSPECTION WRITE-UP

Manufactured Housing Rehabilitation Program Inspection Write-Up

**Manufactured Housing
Rehabilitation Program**
44-199 Monroe St. Suite
B, Indio, CA 92201



<Program Manager Name>
Telephone: <Program Manager Phone Number>

Resident(s): <Client Name>
Address: <Client Street Address>
<Client City State Zip>
Phone: <Client Phone Number>

Contractor: <Contractor Name>
Address: <Contractor Address>
<Contractor City State Zip>
Phone: <Contractor Phone Number>

Job Description

<Insert a brief description> **Sample:** *It is the intent of the Agency to conduct, Replace shingled roof and substructure material. Roof replacement, all bids - All roofing to comply with Cool Roof Requirements in California Title 24. Contractor to provide color & roof specifications meeting a minimum of 110 mph & 30-year warranty. 70% Cool Roof Shingle. Install downspouts and gutters. Remove and replace weatherization seal around garage door as indicated. Install dusk to dawn lighting. Replace house numbers so they are visible to the street. Replace existing mailbox post. Repair and replace fascia board as indicated. Paint existing security doors and replace locks. Re-key to match all entry points. Make stucco repairs to areas indicated and prep area for paint. Prepare and paint house as indicated. Paint- all bids (All homes dated pre 1978 should be tested for lead and abatement as needed). -Prep house for painting; repair cracks, holes, patch, caulk as needed. Recommend that home be power washed prior to painting. Any exposed or bare wood is to be primed prior to painting. Contractor is to apply two (2) coats of exterior paint with a minimum of a 5-year warrantee. Neutral Colors selected by the Resident(s) they are to be approved by the County of Riverside's Program Manager. Unless indicated otherwise. All Doors, Garage Doors and Exterior doors are to be painted as indicated.*

Statement of Work

Item No.	Work Item Description	Size/Specs	Inspector to Complete	
			Unit Price	Total Price
TOTAL ESTIMATED PROJECT COST				

Type of Organization: _____
Signature: _____ Title: _____ Date: _____

EXHIBIT H – WORK WRITE-UP

EXHIBIT I – PRECONSTRUCTION CONFERENCE



<DATE>

<RESIDENT(S)>
MHR Program Participant
<RESIDENT(S) ADDRESS>
<RESIDENT(S) CITY STATE ZIP>

<CONTRACTOR CONTACT
<CONTRACTOR>
<CONTRACTOR ADDRESS>
<CONTRACTOR CITY STATE ZIP>

RE: PRECONSTRUCTION CONFERENCE

Dear <RESIDENT(S)> and <CONTRACTOR>:

This meeting is scheduled to form an agreement between the Resident(s), the Contractor, and the Funding Source (COUNTY). The Resident(s) will enter into all necessary agreements with COUNTY to provide for project financing. Resident(s) will enter into all necessary agreements with the Contractor for project construction.

THE FOLLOWING WILL BE NECESSARY PRIOR TO ANY COMMITMENT FROM COUNTY FOR ANY EXPENDITURE OF FUNDS

1. Resident(s) must sign and notarize a covenant agreement to encumber and be recorded against Resident’s property; and
2. Contractor must receive delivery, from COUNTY, of a Statement of Work “Work Write-Up”, signed by Resident(s) and COUNTY, identifying the scope or work; and
3. Contractor must receive delivery, from COUNTY, of a written Authorization to Proceed. (Notice to Proceed)
4. Contractor will receive from COUNTY Resident(s)/Contractor Agreement.

THE FOLLOWING WILL BE NECESSARY PRIOR TO START OF ANY REHABILITATION WORK

1. COUNTY will review the completion of each required step mentioned above and deliver a notice to proceed;
2. Contractor must apply for and acquire all necessary permits for work requiring permits; and
3. Contractor must deliver to COUNTY copies of all permits.

THE FOLLOWING WILL BE NECESSARY DURING CONSTRUCTION

1. Contractor, within the contracted amount, will be responsible for all aspects, phases and requirements of construction as delineated in the MHR Contractor Agreement/Work Write Up; and
2. Contractor, within the contracted amount, will be responsible for all aspects and requirements of construction inspections and ensuring the final approvals are received from the local permitting authority; and
3. All construction shall be completed within ninety (90) days of the date of the Notice to Proceed; and
4. All construction shall be completed within industry acceptable workmanlike standards and shall be ensured final approval by Transportation Land Management Agency (Building & Safety); and
5. COUNTY shall not be responsible for payment of any work or material or equipment that is not expressly delineated on the MHR Contractor Agreement/Statement of Work “Work Write-Up” or that is not expressly and in writing approved by COUNTY via properly authorized Change Order; and

6. COUNTY will require a written request for Change Order from Contractor for any additional work; and
7. COUNTY shall not be responsible for any work not expressly and in writing authorized by COUNTY prior to commencement of such work.

THE FOLLOWING WILL BE NECESSARY PRIOR TO DISBURSEMENT OF PROJECT FUNDS:

1. All progress payments shall be approved by COUNTY after receipt of an invoice from contractor and inspection of work by COUNTY and
2. COUNTY shall retain an amount not less than twenty-five percent (25%) of the purchase until final payment and upon final approval; and
3. COUNTY will only disburse funds for progress payment upon completion of work; and
4. For final payment, COUNTY will require a full and complete invoice from Contractor in the amount of balance due; and
5. For final payment, COUNTY will require a final site visit and inspection together with Contractor, Resident(s), and COUNTY; and
6. For final payment, COUNTY will require a complete and executed copy of Job Card; and
7. For final payment, COUNTY will require Resident's assent to final payment evidenced by signed Project Completion Form and Final Approval of Work Completed - Authorization to Release Funds; and
8. COUNTY will require a minimum of thirty (30) days to deliver payment to Contractor
9. COUNTY shall require that Contractor deliver all warranties, express and implied, to Resident(s) prior to final payment.

The requirements listed above and discussed during this pre-construction conference have been reviewed and accepted by all parties.

RESIDENT(S)

CONTRACTOR

Sincerely,

<Manufactured Housing Rehabilitation Program Manager>

EXHIBIT J – WORK APPROVAL AND FUND RELEASE FORM



Manufactured Housing Rehabilitation Program
Work Approval and Fund Release Form

Congratulations! Your application has been processed and approved for a grant under the Riverside County Housing and Workforce Solutions (HWS) Manufactured Housing Rehabilitation Program (MHR Program). HWS has been authorized to manage and oversee this program. The MHR Program is designed to assist low-income Residents within the Riverside County to make timely, necessary repairs to abate deficiencies. Your property has been inspected and one or more conditions identified are in need of repair.

Your application meets program guidelines; thus, you are eligible to have certain deficiencies corrected at no cost to you. Program focus is on external beautification issues. Please understand that funds are limited; in order to serve as many citizens as possible, work priorities must be decided on an individual basis.

If your home is *sold within the five (5) year affordability period* after work is completed, you (the original beneficiary) must reimburse the full grant amount back to HWS. Should a conflict arise between the Resident(s) and HWS, Partner Agency or the contractor, the HWS will be the final authority for the program.

Initial Approval of Work Proposed

Resident(s) Name: _____

Home Address: _____
Street City State Zip

Mailing Address (if different from home address): _____

Home Phone: _____ Work Phone: _____

Resident signature: _____ Date: _____

Resident signature: _____ Date: _____

MHR Program Manager: _____ Date: _____

Final Approval of Work Completed
Authorization to Release Funds to Contractor(s)

Resident(s) Signature: _____ Date: _____

MHR Program Manager: _____ Date: _____

EXHIBIT K – NOTICE TO PROCEED



Date:

Name, Position
Organization
Address
City, CA Zip

RE: NOTICE TO PROCEED, Name of Project Here (Project#)

Dear <NAME OF CONTRACTOR>,

This letter is sent as NOTICE TO PROCEED for contractor work as described in the enclosed Manufactured Housing Rehabilitation Program Work Write-Up: at the manufactured home/Mobilehome property of:

<RESIDENT(S)>
<RESIDENT(S) ADDRESS>
<RESIDENT(S) CITY STATE ZIP>
<RESIDENT(S) PHONE NUMBER>

Please ensure that the project commences no later than twenty (20) days from the date of this letter.

HWS expects the project to be completed no later than sixty (90) days from the date of this letter.

Please ensure that all work be completed under the scope of your contractor’s license, in compliance with current uniform building code and California Health and Safety Code and meet all accepted industry standards. All copies of permits pulled for the above referenced Manufactured Housing Rehabilitation Program Work Write-Up: must be provided at the conclusion of work.

Sincerely,

Name
Program Manager

Name of authorized signer
Title

Date

EXHIBIT L – CHANGE ORDER



Change Order

Manufactured Housing Rehabilitation Program (MHR Program)

The following number must appear on all related correspondence and invoices:

Attn: Grace Escobar
44-199 Monroe St. Indio, CA 92201
(760) 863-2586

Change Order Number: _____

Contractor:	Resident(s):
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DESCRIPTION OF ADDITIONAL WORK (PLEASE ATTACH PROPOSAL)

TIME EXTENSION REQUESTED
30 Days

Verbal Approval Obtained from Resident(s): YES / NO (if NO, please explain) _____

Supervisor

Date

Program Manager

Date

FOR OFFICE USE ONLY				
CHANGE ORDER DATE	WORK SHALL COMMENCE NO LATER THAN 30 DAYS FROM DATE OF CHANGE ORDER	PROJECTED COMPLETION OF ADDITIONAL WORK	ORIGINAL P.O. AMOUNT	CHANGE ORDER AMOUNT
			\$	

CONTRACTOR: PLEASE SUBMIT INVOICE WITHIN 10 DAYS OF COMPLETION OF WORK. PAYMENT WILL BE REMITTED WITHIN 30 DAYS OF INSPECTION BY COUNTY STAFF. THANK YOU.

EXHIBIT M – PROJECT COMPLETION FORM



PROJECT COMPLETION FORM
Manufactured Housing Rehabilitation Program

Date: MHR Staff: Phone number:
Resident(s): Contractor Name:
Address Contractor License No:
City/State/Zip: Street Address:
Phone: City/State/Zip:
File No.: Phone:

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

All manufacturers' warranties apply. Workmanship and equipment are warranted by the contractor who worked on the home. Equipment and non-roofing work are warranted for one (1) year from the date listed at the top left of this form. Roofing is warranted for three (3) years from the date listed at the top left of this form.

Normal use is covered under the warranty, but abuse or overuse are not grounds for appealing the warranty. In the event that the Resident(s) is not satisfied with some part of the work completed, the contractor is the party responsible for all warranty repairs. The Resident(s) must call the contractor first before calling County for assistance.

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

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

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

Resident(s) Signature Date Contractor Signature MHR Program Date



Acknowledgment of Benefits
Manufactured Housing Rehabilitation Program

Resident(s): _____ **MHR Project #** _____
Street Address: _____
City, St, Zip Code: _____

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

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

As indicated by the signature(s) below, the undersigned hereby acknowledges and agrees that they have received one-time grant award from the Manufactured Housing Rehabilitation Program and are not eligible to receive any further assistance under the program.

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

Resident Name/Signature Here **Date**

Resident Name/Signature Here **Date**

Attachment:
MHR Statement of Work "Work Write-Up"
Change Order (s) insert Change **Order #**

EXHIBIT N – RELEASE OF COVENANT AGREEMENT

(Free Recording Requested
Government Code §6103)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Riverside
Housing and Workforce Solutions
Attention: Susana Orozco
P.O. Box 1528
Riverside, California 92502
File Number: Insert File#
APN: Insert APN

RECORDING FEE ACCT. XXXXXXXXXXXXXXX

RELEASE OF COVENANT AGREEMENT

THIS RELEASE OF COVENANTS (Release) is made by the County of Riverside, a political subdivision of the state of California ("COUNTY") performing rehabilitation and enhancement of a manufactured home located in the COUNTY is an eligible use of Manufactured Housing Opportunity & Revitalization Program (MORE) funds, in favor of **Name of the Owner(s) (on grant deed)**, vesting, (Resident), as of the date set forth below.

RECITALS:

A. In consideration of having received financial assistance from the Manufactured Housing Rehabilitation Program, the Resident and the County have entered into that certain Covenant Agreement (COVENANT) dated _____ and identified with File Number _____ concerning the occupancy of certain real property situated at the address of _____ within the County of Riverside, California and more fully described as follows:

(Insert Legal Description)

- B Resident has fully and satisfactorily satisfied terms and conditions of the County of Riverside Manufactured Housing Rehabilitation (MHR) Program.
- C. The County has conclusively determined and agreed to forever quit and release that certain Covenant Agreement identified above.

NOW, THEREFORE, the Authority hereby certifies as follows:

1. The Resident has fully and satisfactorily met the covenants, agreements, and terms of the Manufactured Housing Rehabilitation Program. This release of covenants expressly releases Resident from obligations set forth in that specific Covenant Agreement referenced above.

IN WITNESS WHEREOF, the County has executed this Release on this ____ day of _____,
_____.

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

BY: _____
Juan Garcia
Deputy Director of HWS

Date: _____

(SIGNATURE MUST BE NOTARIZED)