

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



ITEM: 3.14
(ID # 26459)

MEETING DATE:
Tuesday, January 28, 2025

FROM : HOUSING AND WORKFORCE SOLUTIONS

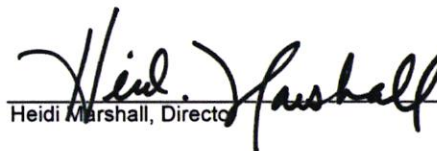
SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve and Execute the Subrecipient Grant Agreement for the Use of Energy Efficiency and Conservation Block Grant (EECBG) Funds in the Amount of \$429,381 with the Riverside Community Housing Corp (RCHC) for County's Former Public Housing Sites; District 4. [\$429,381 – 100% EECBG Program Funds](Companion Item MT# 26694)(CEQA Exempt per State CEQA Guidelines Section 15061(b)(3)) (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);
2. Approve a grant of EECBG funds in the total amount of \$429,381 to Riverside Community Housing Corp (RCHC);

Continued on Page 2


ACTION:Policy


Heidi Marshall, Director 12/16/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 28, 2025
xc: HWS, State Clearinghouse, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

(Companion item 17.1)

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the attached Subrecipient Grant Agreement for the Use of Energy Efficiency and Conservation Block Grant (EECBG) Funds (Subrecipient Agreement) between County of Riverside and Riverside Community Housing Corp (RCHC) and authorize the Vice Chair of the Board to execute the Subrecipient Agreement on behalf of the County;
4. Authorize the Director of HWS or designee, to administer the grant and to take all actions necessary related to the administration of the attached Subrecipient Agreement, based on the availability of fiscal funding without changes to funding or budget and as approved as to form by County Counsel; and
5. 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.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$429,381	\$ 0	\$429,381	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Energy Efficiency and Conservation Block Grant (EECBG) Program Funds			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 22, 2024 (Minute Order 3.20), the Board of Supervisors adopted Resolution No. 2024-220, accepting the Program Award from the U.S. Department of Energy (DOE) for the Energy Efficiency and Conservation Block Grant (EECBG) Program for a Formula Grant amount not to exceed \$477,090, and authorized the Director of Housing and Workforce Solutions (HWS), or designee, to award an amount not to exceed \$429,381 in EECBG funds to Riverside Community Housing Corp (RCHC) in conformance with grant requirements for the purpose of performing energy efficiency retrofits to former public housing properties owned by RCHC, and to execute any subsequent necessary and relevant documents to award EECBG funds to RCHC, subject to approval as to form by County Counsel.

RCHC owns, operates, and maintains Thermal I Apartments located at 87-015, 87-025 and 87-045 Church Street and 56-640, 56-660, and 56-680 Polk Street, Thermal, CA 92274, also identified as Assessor's Parcel Numbers 757-061-031 and 757-061-032; and Thermal II Apartments located at 56-690, 56-700, 56-710 and 56-720 Polk Street, Thermal, CA 92274, also identified as Assessor's Parcel Number 757-061-033-0 (collectively, the "Properties"). The Properties were built in 1990, and are now in need of several improvements, including energy efficiency retrofits.

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

The attached Subrecipient Agreement awards an amount not to exceed \$429,381 in EECBG funds to RCHC in conformance with grant requirements for the purpose of performing energy efficiency retrofits to approximately 34 units within the Properties (Proposed Project).

County Counsel has reviewed and approved as to form the attached Subrecipient Agreement. Staff recommends that the Vice Chair of the Board of Supervisors execute the Subrecipient Agreement on behalf of the County. RCHC is concurrently presenting a companion item to its Board of Directors for approval (MT# 26694).

CEQA

Pursuant to the California Environmental Quality Act (CEQA), the Proposed Project 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 Proposed Project 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 Proposed Project will be subject to separate CEQA review prior to taking any choice limiting or discretionary action in connection with such projects or activities. 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 Citizens and Businesses

The energy efficiency retrofit improvements to approximately 34 units throughout two former public housing sites are crucial as they will help reduce fossil fuel emissions and improve the conditions of individual units, enhancing the overall quality of life and safety.

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the County's General Fund; the County's energy efficiency retrofit measures will be fully funded through the EECBG Program Formula Grant.

Attachments:

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


Brianna Lontajo, Principal Management Analyst 1/15/2025


Aaron Gettis, Chief of Deputy County Counsel 1/7/2025



Notice of Exemption

To:

☒ Office of Planning and Research
For U.S. Mail: Street Address:
P.O. Box 3044 1400 Tenth St.
Sacramento, CA 95812-3044 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: Subrecipient Agreement for EECBG Funds

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

Project Description: The Department of Housing and Workforce Solutions is proposing to award an amount not to exceed \$429,381 in Energy Efficiency and Conservation Block Grant (EECBG) Program funds to Riverside Community Housing Corp (RCHC) in conformance with grant requirements for the purpose of performing energy efficiency retrofits to former public housing properties owned by RCHC; specifically, Thermal I Apartments located at 87-015, 87-025 and 87-045 Church Street and 56-640, 56-660, and 56-680 Polk Street, Thermal, CA 92274, also identified as Assessor's Parcel Numbers 757-061-031 and 757-061-032; and Thermal II Apartments located at 56-690, 56-700, 56-710 and 56-720 Polk Street, Thermal, CA 92274, also identified as Assessor's Parcel Number 757-061-033-0 (collectively, the "Properties"). The Properties were built in 1990, and are now in need of several improvements, including energy efficiency retrofits. The Subrecipient Agreement awards an amount not to exceed \$429,381 in EECBG funds to RCHC in conformance with grant requirements for the purpose of performing energy efficiency retrofits to approximately 30 units within the Properties (Proposed Project).

Project Sponsor: County of Riverside

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

☐ Lead agency or ☒ Responsible Agency

January 28, 2025

(tentative date)

and has made the following determinations regarding the above described project:

Find that the Proposed Project using Energy Efficiency and Conservation Block Grant (EECBG) Program Funds does not constitute a project under California Environmental Quality Act (CEQA) Section 15061(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 Proposed Project 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 Proposed Project will be subject to separate CEQA review prior to taking any choice limiting or discretionary action in connection with such projects or activities.

Signature: (Public Agency)

[Signature]
Juan Garcia

Title: Deputy Director

Date: 1/27/25

Date received for filing at OPR:

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202500066
01/29/2025 01:00 PM Fee: \$ 50.00
Page 1 of 1

1/28/2025 3.14

Removed: By: Deputy



Document Root (Read-Only)

Selected Document

2025010999 - NOE - subrecipient agreement for EECBG Funds

Riverside County

Created - 1/29/2025 | Submitted - 1/30/2025 | Posted - 1/30/2025 | Received - 1/30/2025 | Published - 1/30/2025

Naomy Sicra

Document Details

Public Agency

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

subrecipient agreement for EECBG Funds

Document Description

The Department of Housing and Workforce Solutions is proposing to award an amount not to exceed \$429,381 in Energy Efficiency and Conservation Block Grant (EECBG) Program funds to Riverside Community Housing Corp (RCHC) in conformance with grant requirements for the purpose of performing energy efficiency retrofits to former public housing properties owned by RCHC; specifically, Thermal I Apartments located at 87-015, 87-025 and 87-045 Church Street and 56-640, 56-660, and 56-680 Polle Street, Thermal, CA 92274, also identified as Assessor's Parcel Numbers 757-061-031 and 757-061-032; and Thermal II Apartments located at 56-690, 56-700, 56-710 and 56-720 Polk Street, Thermal, CA 92274, also identified as Assessor's Parcel Number 757-061-033-0 (collectively, the "Properties"). The Properties were built in 1990, and are now in need of several improvements, including energy efficiency retrofits. The Subrecipient Agreement awards an amount not to exceed \$429,381 in EECBG funds to RCHC in conformance with grant requirements for the purpose of performing energy efficiency retrofits to approximately 30 units within the Properties (Proposed Project)

1
2
3 **SUBRECIPIENT GRANT AGREEMENT FOR THE USE OF**
4 **ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) FUNDS**

5 THIS SUBRECIPIENT GRANT AGREEMENT for the use of Energy Efficiency and
6 Conservation Block Grant ("EECBG") Program Funds ("Agreement") is entered into on this
7 28 day of January, 2025 by and between, the **COUNTY OF RIVERSIDE**, a
8 political subdivision of the State of California, hereinafter referred to as "COUNTY", and the
9 **RIVERSIDE COMMUNITY HOUSING CORP**, a California nonprofit public benefit
10 corporation, hereinafter referred to as "SUBRECIPIENT". COUNTY and SUBRECIPIENT are
11 collectively referred to herein as "Parties" and individually as a "Party." This Agreement, for
12 the use of U.S. Department of the Energy ("DOE") Energy Efficiency and Conservation Block
13 Grant ("EECBG") Program Funds under Title V, Subtitle E of the Energy Independence and
14 Security Act of 2007 ("EISA"), as amended, and signed into Public Law (Pub.L. 110-140) on
15 December 19, 2007, hereinafter the "Act", is made and entered into as of the Effective Date
16 (defined herein).

17 **RECITALS**

18 **WHEREAS**, the EECBG Program is authorized by Title V, Subtitle E of EISA, as
19 amended, and signed into law on December 19, 2007;

20 **WHEREAS**, on January 18, 2023, the DOE Office of the Under Secretary for
21 Infrastructure, Golden Field Office, published an Administrative and Legal Requirements
22 Document ("ALRD") to provide guidance to States, Local Governments, and Indian tribes for
23 preparation of the EECBG Program Formula Grant applications submitted in response to Section
24 40552 of the Infrastructure Investment and Jobs Act ("IIJA"), which provided a total of \$550
25 million for EECBG Program, \$440 million of which is allocated to formula and competitive
26 EECBG Program funding;

27 **WHEREAS**, on April 30, 2024, the Riverside County Housing and Workforce Solutions
28 ("HWS") submitted an application under DOE's EECBG Program for Energy Efficiency
Retrofit Grants for Government Agencies and Nonprofit Organizations;

1 **WHEREAS**, on October 22, 2024 (Minute Order 3.20), the Board of Supervisors adopted
2 Resolution No. 2024-220, accepting the Program Award from the DOE for the EECBG Program
3 for a Formula Grant Amount Not to Exceed \$477,090, and authorized the Director of HWS, or
4 designee, to award an amount not to exceed \$429,381 in EECBG funds to SUBRECIPIENT in
5 conformance with grant requirements;

6 **WHEREAS**, SUBRECIPIENT is proposing to utilize EECBG Grant funds to perform
7 energy efficiency retrofits to former public housing properties, specifically, Thermal I
8 Apartments located at 87-015, 87-025 and 87-045 Church Street and 56-640, 56-660, and 56-
9 680 Polk Street, Thermal, CA 92274, also identified as Assessor's Parcel Numbers ("APN")
10 757-061-031 and 757-061-032; and Thermal II Apartments located at 56-690, 56-700, 56-710
11 and 56-720 Polk Street, Thermal, CA 92274, also identified as APN 757-061-033-0
12 (collectively, the "Project" or "Proposed Project"). The Proposed Project is to benefit the low-
13 income community residing at the apartment complex owned, operated, and maintained by the
14 SUBRECIPIENT;

15
16 **WHEREAS**, the Project is more specifically described are attached hereto and
17 incorporated herein as **Exhibit "A"**;

18 **WHEREAS**, the purpose of this Agreement is for COUNTY to provide financial
19 assistance to SUBRECIPIENT in the maximum grant amount of Four Hundred Twenty-Nine
20 Thousand Three Hundred Eighty-One Dollars (\$429,381.00) consisting of EECBG funds to fund
21 the Project's costs, as more fully described herein;

22 **WHEREAS**, pursuant to Section 544 of the EISA, Eligible Activities under the Energy
23 Efficiency Retrofit Grants for Government Agencies and Nonprofit Organizations include, but
24 are not limited to, energy efficiency retrofit measures, including weatherization, installation of
25 efficient heating and cooling systems and appliances, cool roofs, and water efficiency measures;
26 energy management systems, including grid-interactive equipment such as smart thermostats,
27 battery storage systems, and building energy management systems; and building electrification
28 measures, including the installation of heat pumps, heat pump water heaters, residential or
commercial cooking equipment, and associated wiring and panel upgrades;

1 **WHEREAS**, the EECBG-assisted activities described herein comply with the Eligible
2 Activities under Section 544 of the EISA; and

3 **WHEREAS**, SUBRECIPIENT, as a nonprofit, is eligible under the EECBG Program to
4 receive EECBG funds to implement those services that conform with the Eligible Activities as
5 described herein.

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

7 1. PURPOSE. SUBRECIPIENT shall carry out the Project described in **Exhibit**
8 **“A”**, by utilizing the sum of Four Hundred Twenty-Nine Thousand Three Hundred Eighty-One
9 Dollars (\$429,381.00) in EECBG Program funds (“EECBG Grant”), as set forth and in the
10 manner provided in the Scope of Work attached hereto as **Exhibit "A"** and incorporated herein
11 by this reference. SUBRECIPIENT shall undertake and complete the EECBG activities
12 required herein and at the time frame as set forth in the Implementation Schedule and Budget
13 Attachment, attached hereto as **Exhibit “B”** and incorporated herein by this reference.
14 SUBRECIPIENT shall utilize the EECBG Grant as required herein and pursuant to the Act and
15 EECBG Program rules and regulations, and any amendments thereto. Any and all work or
16 services provided hereunder shall be in full conformity with the Act and the EECBG Program.
17 Any and all work or services provided hereunder shall be in full conformity with the Act and
18 any amendments thereto and the federal regulation and guidelines now or hereinafter enacted
19 pursuant to the Act.

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

23 3. DISBURSEMENT OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT
24 the EECBG Grant as specified in **Section 1** above for all approved costs. The SUBRECIPIENT
25 shall submit monthly to the EECBG Administrator of COUNTY a certified statement setting
26 forth in detail the expenditures made for reimbursement along with pertinent supporting
27 documentation. The COUNTY shall promptly review the monthly expenditure statement and
28 reimburse the SUBRECIPIENT for the approved costs in accordance with its usual accounting
procedures. The COUNTY may require from SUBRECIPIENT such supporting documentation

as may be necessary and appropriate for the COUNTY to make its determination as to allowable costs. Each disbursement of EECBG Grant funds shall be made within thirty (30) days after SUBRECIPIENT has submitted its statement of expenditure.

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

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

Pursuant to 2 CFR 200.334 through 200.338, the SUBRECIPIENT is required to retain records relating to the EECBG Grant funds.

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

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

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

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

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

v. SUBRECIPIENT agrees to provide all necessary information, documentation, and data as may be required by the COUNTY to fulfill the DOE's reporting requirements. This includes, but is not limited to, financial records, progress reports, performance data, and other information related to the activities funded by this Agreement;

vi. Reserved.

SUBRECIPIENT shall obtain an external audit in accordance with the Uniform

1 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
2 CFR Section 200.500). Audits shall usually be performed annually but not less frequently than
3 every two years. Nonprofit institutions and government agencies that expend less than \$750,000
4 a year in federal awards are exempt from federal audit requirements, but records must be
5 available for review by appropriate officials of the federal grantor agency or subgranting entity.
6 The audit report shall be submitted to the COUNTY within 180 days after the end of the
7 COUNTY'S fiscal year.

8 SUBRECIPIENT shall maintain a separate account for EECBG Grant funds.

9 5. TERMINATION.

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

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

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

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

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

27 c. This Agreement may be terminated and/or funding suspended, in whole or
28 in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles,
and Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall be based on
the failure of the SUBRECIPIENT to materially comply with either the terms or conditions of

1 this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to incur any costs
2 related thereto, or connected with, any area of conflict from which the COUNTY has
3 determined that suspension of funds is necessary. SUBRECIPIENT acknowledges that failure
4 to comply with Federal statutes, regulations, or the terms and conditions of this Agreement may
5 be considered by the COUNTY in evaluating future EECBG and non-EECBG funding
6 applications submitted by SUBRECIPIENT.

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

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

14 6. RESERVED.

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

21 All disbursements of EECBG Grant funds will be made as follows:

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

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

c. Reserved.

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

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

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

19 10. RESERVED.

20 11. RESERVED.

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

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

a. Workers' Compensation:

If the SUBRECIPIENT has employees as defined by the State of California, the

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

6 b. Commercial General Liability:

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

14 c. Vehicle Liability:

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

21 d. General Insurance Provisions - All lines:

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

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

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

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

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

28 (v). 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 Services or, the term of this Agreement, including any

1 extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of
2 insurance required under this Agreement and the monetary limits of liability for the insurance
3 coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the
4 amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

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

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

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

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

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

1 SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has
2 provided to COUNTY the appropriate form of dismissal relieving COUNTY as Indemnites
3 from any liability for the action or claim involved.

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

8 15. FEDERAL REQUIREMENTS. SUBRECIPIENT shall comply with the
9 provisions of the Act and EECBG Program and any applicable amendments thereto and the
10 federal regulations and guidelines now or hereafter enacted pursuant to the Act.
11 SUBRECIPIENT shall abide by the provisions of the COUNTY'S EECBG program policies.

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

16 17. FLOWN DOWN REQUIREMENTS.

17 *a. Interim Conflict of Interest Policy for Financial Assistance.* The DOE interim Conflict
18 of Interest Policy for Financial Assistance ("COI Policy") can be found at
19 [https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-](https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance)
20 [requirements-financial-assistance](https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance). This policy is applicable to all non-Federal entities applying
21 for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant,
22 cooperative agreement, or technology investment agreement) and, through the implementation
23 of this policy by the entity, to each investigator who is planning to participate in, or is
24 participating in, the project funded wholly or in part under this Award. SUBRECIPIENT must
25 identify all financial conflicts of interests ("FCOI"), i.e., managed and unmanaged/
26 unmanageable, in its initial and ongoing FCOI reports.

27 *b. Intellectual Property Provisions (NRD-821) Nonresearch and Development.*
28 Intellectual property rights are subject to 2 CFR 200.315 (e.g. institution of higher education or
nonprofit organizations) or 2 CFR 910.362 (e.g. for-profit).

1 18. COMPLIANCE WITH LAWS, REGULATIONS, NONDISCRIMINATION,
2 AND EQUAL OPPORTUNITY. By executing this Agreement, SUBRECIPIENT hereby
3 certifies that it will adhere to and comply with all federal, state and local laws, regulations and
4 ordinances. In particular, SUBRECIPIENT shall comply with the Act, EECBG Program, all
5 applicable Special Terms and Conditions set forth in the Assistance Agreement (a copy of which
6 has been provided to SUBRECIPIENT), and the following as they may be applicable to
7 SUBRECIPIENT and shall pass down **Sections 17 and 18** provisions to all tiers of
8 subcontractors working in connection with the EECBG Grant funds:

- 9 a. Compliance with Executive Order 11246 of September 24, 1965, entitled
10 "Equal Employment Opportunity", as amended by Executive Order 11375 of
11 October 13, 1967, and as supplemented in Department of Labor Regulations
12 (41 CFR Part 60). The SUBRECIPIENT will not discriminate against any
13 employee or applicant for employment because of race, color, religion, sex, or
14 national origin. SUBRECIPIENT shall ensure that all qualified applicants will
15 receive consideration for employment without regard to race, color, religion,
16 sex or national origin. The SUBRECIPIENT will take affirmative action to
17 ensure that applicants are employed and the employees are treated during
18 employment, without regard to their race color, religion, sex, or national origin.
19 Such actions shall include, but are not limited to, the following: employment,
20 up-grading, demotion, or transfer; recruitment or recruitment advertising; rates
21 of pay or other forms of compensation; and selection for training, including
22 apprenticeship. The SUBRECIPIENT agrees to post in a conspicuous place,
23 available to employees and applicants for employment, notices to be provided
24 by the County setting forth the provisions of this non-discrimination clause;
25
26 b. Executive Order 11063, as amended by Executive Order 12259, and
27 implementing regulations at 24 CFR Part 107;
28 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended,
 and implementing regulations;

- 1 d. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended, and
2 implementing regulations;
- 3 e. The regulations, policies, guidelines and requirements of the Uniform
4 Administrative Requirements, Cost Principles, and Audit Requirements for
5 Federal Awards (2 CFR Part 200) as they relate to the acceptance and use of
6 federal funds under the federally assigned- program;
- 7 f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing
8 regulations issued at 24 CFR Part 1;
- 9 g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended;
- 10 h. *Rights to Data and Copyrights*: Contractors and consultants agree to comply
11 with all applicable provisions pertaining to the use of data and copyrights
12 pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).
- 13 i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)
14 (42 U.S.C. 7401 *et seq.*) and the *Federal Water Pollution Control Act* (33
15 U.S.C. Section 1251 *et seq.*), as amended: Contracts and subgrants of amounts
16 in excess of \$100,000 shall contain a provision that requires the recipient to
17 agree to comply with all applicable standards, orders or regulations issued
18 pursuant to the *Clean Air Act* (42 U.S.C. 7401 *et seq.*) and the *Federal Water*
19 *Pollution Control Act* as amended (33 U.S.C. Section 1251 *et seq.*). Violations
20 shall be reported to the Federal awarding agency and the Regional Office of the
21 Environmental Protection Agency (EPA).
- 22 j. *Anti-Lobbying Certification* (31 U.S.C. 1352): The language of the certification
23 set forth below shall be required in all contracts or subcontracts entered into in
24 connection with this grant activity and all SUBRECIPIENTS shall certify and
25 disclose accordingly. This certification is a material representation of fact upon
26 which reliance was placed when this transaction was made or entered into.
27 Submission of this certification is a prerequisite for making or entering into this
28 transaction imposed by. Section 1352, Title 31, U.S. Code. Any person who

1 fails to file the required certification shall be subject to a civil penalty of not
2 less than \$10,000 and no more than \$100,000 for such failure.

3 “The undersigned certifies, to the best of his or her knowledge or belief, that:
4 No Federal appropriated funds have been paid or will be paid, by or on behalf
5 of it, to any person for influencing or attempting to influence an officer or
6 employee of any agency, a Member of Congress, an officer or employee of
7 Congress, or an employee of a Member of Congress in connection with the
8 awarding of any Federal contract, the making of any Federal grant, the making
9 of any Federal loan, the entering into of any cooperative agreement, and the
10 extension, continuation, renewal, amendment, or modification of any Federal
11 contract, grant, loan, or cooperative agreement;

12 If any funds other than Federal appropriated funds have been paid or will be
13 paid to any person for influencing or attempting to influence an officer or
14 employee of any agency, a Member of Congress, an officer or employee of
15 Congress, or an employee of a Member of Congress in connection with this
16 Federal contract, grant loan or cooperative agreement, he/she will complete and
17 submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in
18 accordance with its instructions.”
19

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

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

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

22
23 n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress
24 of the United States, and no Resident Commissioner shall be admitted to any
25 share or part of this Agreement or to any benefit to arise from the same.

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

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

18 q. *Contract Work Hours and Safety Standards Act (CWHSA) (40 U.S.C. 3701-*
19 *3708)*: SUBRECIPIENT shall comply with all applicable provisions of the
20 CWHSA.

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

27 s. *Lead-based paint*. The EECBG-Assisted Units are subject to the lead-based
28 paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint
Poisoning Prevention Act (42 U.S.C. 4821, et seq.). The lead-based paint

provisions of 24 CFR 982.401 (j), except 24 CFR 982.401 (j)(1)(i), also apply, irrespective of the applicable property standard under §92.251.

- t. *Labor.* SUBRECIPIENT shall comply with any applicable labor regulations and all other State and Federal laws in connection with the construction of the improvements which comprise the Project, including if applicable, requirements relating to Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). SUBRECIPIENT agrees and acknowledges that it is the responsibility of SUBRECIPIENT to obtain a legal determination, at SUBRECIPIENT'S sole cost and expenses as to whether Davis Bacon wages must be paid for during the construction of the Project. SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of a related to SUBRECIPIENT'S failure to comply with any and applicable prevailing wage requirements.
- u. *Model Energy Code* published by the Council of American Building Officials.
- v. *Consultant Activities.* No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with EECBG funds.
- w. *Uniform Administrative Requirements* of 2 CFR Part 200 as now in effect and as may be amended from time to time. Federal awards expended as a recipient or a subrecipient, as defined therein, would be subject to single audit. The payments received for goods or services provided as a vendor would not be considered Federal awards.
- x. SUBRECIPIENT shall include written agreements that include all provisions of **Section 18** if SUBRECIPIENT provides EECBG funds to for-profit owners or developers, non-profit owners or developers, sub-recipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors.
- y. *Immigration requirements of Federal Register*, Vol. 62, No. 221, Department of Justice Interim Guidance on Verification of Citizenship, Qualified Alien

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

7 z. Rights to Inventions Made Under a Contract or Agreement. If the Federal award
8 meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the
9 recipient or subrecipient wishes to enter into a contract with a small business
10 firm or nonprofit organization regarding the substitution of parties, assignment
11 or performance of experimental, developmental, or research work under that
12 "funding agreement," the recipient or subrecipient must comply with the
13 requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit
14 Organizations and Small Business Firms Under Government Grants, Contracts
15 and Cooperative Agreements," and any implementing regulations issued by the
16 awarding agency.

17
18 aa. *Byrd Anti-Lobbying Amendment* (31 U.S.C. 1352)—Contractors that apply or
19 bid for an award exceeding \$100,000 must file the required certification. Each
20 tier certifies to the tier above that it will not and has not used Federal
21 appropriated funds to pay any person or organization for influencing or
22 attempting to influence an officer or employee of any agency, a member of
23 Congress, officer or employee of Congress, or an employee of a member of
24 Congress in connection with obtaining any Federal contract, grant or any other
25 award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying
26 with non-Federal funds that takes place in connection with obtaining any
27 Federal award. Such disclosures are forwarded from tier to tier up to the non-
28 Federal award.

1 bb. SUBRECIPIENT shall comply with all applicable local, state and federal laws
2 in addition to the above-mentioned laws.

3 19. SUBRECIPIENT MONITORING. SUBRECIPIENT shall comply with all
4 COUNTY EECBG Program subrecipient monitoring requirements as required by the Act and
5 all guidance related to the Act, the Uniform Administrative Requirements, Cost Principles, and
6 Audit Requirements for Federal Awards (2 CFR Part 200), as amended.

7 20. AFFIRMATIVE ACTION COMPLIANCE. Each subrecipient or subcontractor
8 with less than fifty (50) employees shall comply with Section 202 of Part II of Executive Order
9 11246, as amended. SUBRECIPIENT shall insure that subcontractors, if any, falling within the
10 scope of this provision shall comply in full with the requirements thereof. The equal opportunity
11 clause contained in section 202 of Executive Order 11246, as amended, is hereby incorporated
12 into this Agreement by reference.

13 21. PROHIBITION AGAINST CONFLICTS OF INTEREST.

14 a. SUBRECIPIENT and its assigns, employees, agents, consultants, officers
15 and elected and appointed officials shall become familiar with and shall comply with the
16 EECBG Conflict of Interest regulations under the EECBG Program, the provisions set forth
17 under **Section 17** above, and the Uniform Administrative Requirements, Cost Principles, and
18 Audit Requirements for Federal Awards (2 CFR Part 200).

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

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

25 d. Reserved

26 e. Reserved

27 f. Prior to receiving any funding under this Agreement, SUBRECIPIENT
28 shall provide COUNTY with a list of all employees, agents, consultants, officers and elected
and appointed officials who are in a position to participate in a decision-making process,

1 exercise any functions or responsibilities, or gain inside information with respect to the EECBG
2 activities funded under this Agreement. SUBRECIPIENT shall also promptly provide written
3 disclosure to COUNTY of any potential conflict, including even the appearance of conflict, that
4 may arise with respect to the EECBG activities funded under this Agreement.

5 g. Reserved.

6 22. RESERVED.

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

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

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

22 c. SUBRECIPIENT shall require that the language of this certification be
23 included in the award documents for all subawards at all tiers (including subcontracts,
24 subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-
25 recipients shall certify and disclose accordingly. This certification is a material representation
26 of fact upon which reliance was placed when this transaction was made or entered into.

27 24. ELIGIBILITY OF CONTRACTORS AND SUBCONTRACTORS. No EECBG
28 Grant funds allocated to SUBRECIPIENT through this Agreement may be used, directly or
indirectly, to employ, award contracts to, or otherwise engage the services of, or fund any

contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provision of 24 CFR 24.

25. RESERVED.

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

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

COUNTY
3403 10th St, Suite 300, Riverside, CA
92501
Attention: Housing and Workforce
Solutions

RIVERSIDE COMMUNITY HOUSING
CORP
5555 Arlington Avenue, Riverside, CA 92507
Attention: Chief Executive Officer

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

29. RESERVED.

30. ASSURANCES AND WARRANTIES. SUBRECIPIENT represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable SUBRECIPIENT to fully comply with the terms of the Agreement and to otherwise carry out the Project, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the

1 Project and to execute this Agreement, (4) that the persons executing and delivering this
2 Agreement are authorized to execute and deliver such documents on behalf of SUBRECIPIENT
3 and (5) that neither SUBRECIPIENT nor any of its principals is presently debarred, suspended,
4 proposed for debarment, declared ineligible, or voluntarily excluded from participation in
5 connection with the transaction contemplated by this Agreement.

6 31. RESERVED.

7 32. RESERVED.

8 33. RESERVED.

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

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

17 36. WAIVER. Any waiver by COUNTY of any breach of any one or more of the
18 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
19 of the same or of any other term of this Agreement. Failure on the part of COUNTY to require
20 exact, full and complete compliance with any terms of this Agreement shall not be construed as
21 in any manner changing the terms or preventing COUNTY from enforcement of the terms of
22 the Agreement.

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

38. ADMINISTRATION/CONTRACT LIAISON; MINISTERIAL ACTS. The
Director of HWS, or designee(s), and the Chief Executive Officer of SUBRECIPIENT, or

1 designee(s), are authorized to administer this Agreement and take such ministerial actions as
2 may be necessary or appropriate to implement the terms, provisions, and conditions of this
3 Agreement as it may be amended from time to time by COUNTY.

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

11 40. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
12 attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that
13 they have the authority to execute this Agreement and warrant and represent that they have the
14 authority to bind the respective Parties to this Agreement and to the performance of its
15 obligations hereunder.

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

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

22 43. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses
23 for the EECBG Grant-funded Project covered under the terms of this Agreement prior to
24 receiving written authorization to proceed from COUNTY.

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

45. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT.
SUBRECIPIENT agrees to, and will require any lessee or assignee to notify Riverside County

1 Workforce Development Center of any and all job openings that are caused by this Project.

2 46. SOURCE OF FEDERAL FUNDING. SUBRECIPIENT acknowledges that the
3 source of funding pursuant to this Agreement is EECBG funds (CFDA 81.128), and the Grant
4 Award Number is: DE-SE0001122.

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

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

11 49. RESERVED.

12
13
14 Remainder of Page Intentionally Blank

15 [Signatures on Following Page]
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28

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

3
4 **SUBRECIPIENT:**

5 RIVERSIDE COMMUNITY HOUSING
6 CORP, a California nonprofit public benefit
7 corporation

8 By: V. M. P.
9 Chair of the Board of Directors
10 **V. MANUEL PEREZ**

11 Dated: 1/28/2025

12 **ATTEST:**
KIMBERLY A. RECTOR, Clerk

13 By: [Signature]
14 **DEPUTY**

15 APPROVED AS TO FORM:
16 MINH C. TRAN
17 GENERAL COUNSEL

18 By: [Signature] **F02**
19 Kristine Bell-Valdez,
20 Supervising Deputy General Counsel

4 **COUNTY:**

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

8 By: Karen S. Spiegel
9 Chair of the Board of Supervisors
10 **KAREN SPIEGEL**

11 Dated: 1/28/2025

12 **ATTEST:**
KIMBERLY A. RECTOR, Clerk

13 By: [Signature]
14 **DEPUTY**

15 APPROVED AS TO FORM:
16 MINH C. TRAN
17 COUNTY COUNSEL

18 By: [Signature]
19 Amrit P. Dhillon,
20 Deputy County Counsel

Exhibit "A"

Scope of Work

The work under this Contract shall be performed at the Thermal I Apartments located at 87-015, 87-025 and 87-045 Church Street and 56-640, 56-660, and 56-680 Polk Street, Thermal, CA 92274, also identified as Assessor's Parcel Numbers (APNs) 757-061-031 and 757-061-032; and Thermal II Apartments located at 56-690, 56-700, 56-710 and 56-720 Polk Street, Thermal, CA 92274, also identified as Assessor's Parcel Number (APN) 757-061-033-0 (collectively, the "Property") and shall include furnishing all labor, material, equipment, tools, supplies, services and incidentals, and performing all work necessary for energy efficiency retrofits.

HVAC Retrofits – Thermal I and Thermal II Apartments Overview: This Project will include, but are not limited to, any portion of the following:

1. Initial planning and site review: Review existing documentation and verify existing conditions of Thermal I and Thermal II Apartments units; and utilize this information to determine the most crucial units requiring energy efficiency retrofits, specifically, installation of new Heating, Ventilation, and Air Conditioning (HVAC).
2. Prepare a detailed work plan indicating required and recommended milestones, deliverables and submittals, review timeframes, and critical actions or decisions required of RCHC.
3. Procurement of contractor.
4. Once obtained, contractor shall complete the energy efficiency retrofits of the Project according to the EECBG Program guidelines and this Agreement within the agreed upon timeframe.
5. Provide administration services to include shop drawing submittals, observe installation of energy efficiency retrofits, attend project meetings, participate in the change order and commissioning process, generate a punch list and follow-up, review and approve close-out with Federal agencies.

Exhibit "B"

Implementation Schedule and Budget Attachment

Grantee: Riverside Community Housing Corp
Address: 5555 Arlington Avenue, Riverside, California
Project Title: HVAC Retrofits – Thermal I and Thermal II Apartments
Locations: Thermal I Apartments located at 87-015, 87-025 and 87-045 Church Street and 56-640, 56-660, and 56-680 Polk Street, Thermal, CA 92274, also identified as Assessor's Parcel Numbers 757-061-031 and 757-061-032; and Thermal II Apartments located at 56-690, 56-700, 56-710 and 56-720 Polk Street, Thermal, CA 92274, also identified as Assessor's Parcel Number 757-061-033-0.

Project Description:

Riverside Community Housing Corp ("RCHC") will utilize EECBG funding in the amount of \$429,381 to pay for energy efficiency retrofits to former public housing properties, including but not limited to, installation of Heating, Ventilation, and Air Conditioning ("HVAC").

IMPLEMENTATION SCHEDULE

Milestone	Completion Date
Issue IFB	January 6, 2025
Review proposals submitted in response to IFB	January 13, 2025
Select a proposal and hire contractor	February 25, 2025
Complete HVAC retrofits	September 30, 2026

BUDGET

Funding Sources	Amount
Riverside County EECBG Grant	\$429,381
Total	\$429,381