

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



ITEM: 3.26
(ID # 26442)

MEETING DATE:
Tuesday, May 20, 2025

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Adopt Resolution No. 2025-34, Approving the County of Riverside's Rural Housing Repair (RHR) Program; Authorizing the Director of Housing and Workforce Solutions (HWS), or Designee, to Administer the RHR Program on Behalf of the County from Funding Derived from the Housing Preservation Grant (HPG) Received from the United States Department of Agriculture, Rural Housing Service; and, Authorizing the Director of HWS, or Designee, to Procure, Execute, and Administer Grant Agreements for Completion of Projects Associated with the RHR Program; All Districts. [\$160,254 - 100% USDA HPG Funds] (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. Adopt Resolution No. 2025-34, Approving the County of Riverside's Rural Housing Repair (RHR) Program; Authorizing the Director of Housing and Workforce Solutions (HWS), or Designee, to Administer the RHR Program on Behalf of the County from Funding Derived from the Grant Received from the United States Department of Agriculture, Rural Housing Service; and, Authorizing the Director of HWS, or Designee, to Procure, Execute, and Administer Grant Agreements for Completion of Projects Associated with the RHR Program;

Continued on page 2


ACTION:Policy


Heidi Marshall, Director 11/18/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 20, 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:

3. Approve the attached RHR Program Information/Policies ("Program Manual");
4. Approve the forms for the County of Riverside's RHR 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"), all approved as to form by County Counsel;
5. Authorize the Director of HWS, or designee, to make administrative revisions and amendments to the RHR Program Manual, subject to approval as to form by County Counsel;
6. Authorize the Director of HWS, or designee, to take all necessary steps to implement the RHR 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, RHR Program Grant Documents for qualified residents in an amount not to exceed \$25,000 per household from HPG Funds, with matching funds from Community Development Block Grant (CDBG) allowed, for a total not to exceed \$50,000 per household (up to \$25,000 from each source), that substantially conform in form and substance to the attached Homeowner Grant Agreement, Covenant Agreement, General Contractor Agreement and associated RHR related forms, 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 Agreement(s), including but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel; (b) signing any necessary agreement(s), and (c) negotiating, signing and implementing any amendments to any Grant Documents or agreement(s), subject to approval by County Counsel; and
8. 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 | \$160,254 | \$ 0 | \$160,254 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 100% USDA - Housing Preservation Grant (HPG) Program Funds | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 24/25 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On September 17, 2024 (Minute Order 3.18), the Board of Supervisors authorized the acceptance of the Program Award from the United States Department of Agriculture (USDA) for

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

the Section 533 Housing Preservation Grant (HPG) Program in a grant amount not to exceed \$160,254 to operate a Rural Housing Repair (RHR) Program, in conjunction with the County's existing Home Enhancement Program (HEP), which utilizes Community Development Block Grant (CDBG) funds, for the repair or rehabilitation of housing owned or occupied by low- and very-low-income.

The RHR Program, in conjunction with HEP, will offer grant funds in an amount not to exceed \$50,000 to at least 6 eligible homeowners with low- and very low-income in rural areas of Riverside County for purposes which include, but are not limited to, energy conservation measures, repair or replacement of sanitary water and waste disposal systems, electrical wiring and other items necessary to bring their homes into code compliance. To qualify for the RHR Program, eligible homeowners must first apply for and be reviewed under HEP. If eligible under HEP, the homeowner may qualify for the RHR Program. The County will coordinate and leverage CDBG funding to supplement financial assistance for repair and rehabilitation activities for qualifying homeowners. The County currently has a waiting list for HEP but can add or cross-reference to the list. A priority will be placed on households with very low-income in rural areas of Riverside County.

Staff recommends that the Board approve the RHR Program and direct project staffing and delivery costs in an amount not to exceed fifteen percent (15%) of HPG funds as follows:

| | | |
|--------------|------------|--|
| Programmatic | \$ 136,220 | Project Funding |
| Admin (15%) | \$ 24,034 | Direct Project Staffing and Delivery Costs |
| Total | \$ 160,254 | |

Housing and Workforce Solutions (HWS) will award up to \$50,000 in total per recipient, with up to \$25,000 derived from each funding source, as described below.

| Household | HEP – CDBG Funds | RHR – HPG Funds | Total |
|--------------|---------------------|--------------------|------------------|
| 1 | \$25,000 | \$25,000 | \$50,000 |
| 2 | \$25,000 | \$25,000 | \$50,000 |
| 3 | \$25,000 | \$25,000 | \$50,000 |
| 4 | \$25,000 | \$25,000 | \$50,000 |
| 5 | \$25,000 | \$25,000 | \$50,000 |
| 6 | \$38,780 | \$11,220 | \$50,000 |
| Total | \$163,780 | \$136,220 | \$300,000 |

The eligible repairs will be solicited from a minimum of minimum of three (3) bids from licensed and approved 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

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services, including, but not limited to, inspecting units, and determining the feasibility of the unit's rehabilitation.

HWS will advertise and post separate Request for Proposals (RFPs) for each individual project. A competitive bidding process will be followed in accordance with the County's procurement policies. The licensed contractor that is the lowest, most responsive and responsible bidder that responds to the solicitations will be awarded the contract(s), subject to approval of all documents as to form by County Counsel.

HWS is requesting approval of Resolution No. 2025-34, which authorizes the Director of HWS, or designee, to advertise, procure, and contract with a construction/project manager and all related contractors necessary to complete projects associated with the RHR Program, as needed, and approval of the Grant Documents templates.

Additionally, to facilitate implementation and administration of the RHR Program, increase program efficiency, and save administrative costs, staff recommends that the Board adopt Resolution No. 2025-34, 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 (with up to \$25,000 derived from each funding source), in accordance with the RHR Program and HEP 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 RHR 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 RHR Program 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 five (5) business days of approval of this item.

Impact on Residents and Businesses

The RHR Program funding will allow the County to address rehabilitation and replacement needs for approximately six (6) eligible homeowners with low or very low income in rural areas of Riverside County. Access to these funds will help residents invest in and improve the conditions of their homes, enhancing the overall quality of life and safety.

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Additional Fiscal Information

No impact upon the County's General Fund; the County's program will be fully funded and allocated through the USDA's Housing Preservation Grant (HPG) Funds and County's existing Home Enhancement Program (HEP) programs.

ATTACHMENTS

- Resolution No. 2025-34
- Rural Home Repair Program Manual
- Rural Home Repair Program Homeowner Grant Agreement (attached as exhibit to manual)
- Rural Home Repair Program Covenant Agreement (attached as exhibit to manual)
- Rural Home Repair Program General Contractor Agreement (attached as exhibit to manual)
- Rural Home Repair Program Release of Covenant Grant Agreement (attached as exhibit to manual)
- Rural Home Repair Program Project Completion Form (attached as exhibit to manual)
- Notice of Exemption


Brianna Lontajo, Principal Management Analyst 5/14/2025


Aaron Gettis, Chief of Deputy County Counsel 5/6/2025



Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

Receipt: 25-153960

| Product | Name | Extended |
|----------------------------|---|-----------------|
| FISH | CLERK FISH AND GAME FILINGS | \$50.00 |
| | # Pages | 1 |
| | Document # | E-202500436 |
| | Filing Type | 7 |
| | State Fee Prev Charged | false |
| | No Charge Clerk Fee | false |
| | F&G Notice of Exemption Fee | \$50.00 |
| Total | | \$50.00 |
| Tender (On Account) | | \$50.00 |
| Account# | CEQAHWS/WDD | |
| Account Name | CEQAHWS/WDD - HOUSING AND WORKFORCE SOLUTIONS, WORKFORCE DEVELOPMENT DIVISION | |
| Balance | \$750.00 | |
| Comment | SST3508S2705 | |



State of California - Department of Fish and Wildlife
**2025 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT**
DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

RECEIPT NUMBER:

25-153960

STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

| | | |
|---|---|--------------------|
| LEAD AGENCY RIVERSIDE COUNTY HOUSING AUTHORITY | LEAD AGENCY EMAIL JUGARCIA@RIVCO.ORG | DATE 05/21/2025 |
| COUNTY/STATE AGENCY OF FILING RIVERSIDE | DOCUMENT NUMBER E-202500436 | |

PROJECT TITLE

RURAL HOUSING REPAIR PROGRAM (RHR PROGRAM) USING HOUSING PRESERVATION GRANT (HPG) FUNDS

| | | |
|--|---|--------------------------------|
| PROJECT APPLICANT NAME RIVERSIDE COUNTY HOUSING AUTHORITY | PROJECT APPLICANT EMAIL JUGARCIA@RIVCO.ORG | PHONE NUMBER (951) 351-0700 |
| PROJECT APPLICANT ADDRESS 5555 ARLINGTON AVENUE, | CITY RIVERSIDE | STATE CA |
| | | ZIP CODE 92504 |

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

| | | | |
|---|------------|----|--|
| <input type="checkbox"/> Environmental Impact Report (EIR) | \$4,123.50 | \$ | |
| <input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND) | \$2,968.75 | \$ | |
| <input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW | \$1,401.75 | \$ | |

☒ Exempt from fee

☒ Notice of Exemption (attach)

☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

| | | | |
|---|----------|----|---------|
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00 | \$ | |
| <input checked="" type="checkbox"/> County documentary handling fee | | \$ | \$50.00 |
| <input type="checkbox"/> Other | | \$ | |

PAYMENT METHOD:

☐ Cash ☐ Credit ☐ Check ☒ Other

TOTAL RECEIVED \$ \$50.00

SIGNATURE

X *I Tejeda*

AGENCY OF FILING PRINTED NAME AND TITLE

Deputy Isabel Tejeda



FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202500436
05/21/2025 02:59 PM Fee: \$ 50.00
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Removed: By: Deputy



Notice of Exemption

To: ☒ Office of Planning and Research
For U.S. Mail: Street Address: County of Riverside
P.O. Box 3044 1400 Tenth St. 4080 Lemon Street, Suite 400
Sacramento, CA 95812-3044 Sacramento, CA 95814 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: Rural Housing Repair Program (RHR Program) using Housing Preservation Grant (HPG) Funds

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

Project Description: The Department of Housing and Workforce Solutions is proposing to utilize and administer a grant of \$160,254.00 in Section 533 Housing Preservation Grant (HPG) Program Funds to provide home rehabilitation and enhancement services to homeowners with low- and very low-income in rural areas of Riverside County for purposes which include, but are not limited to, energy conservation measures, repair or replacement of sanitary water and waste disposal systems, electrical wiring and other items necessary to bring their homes into code compliance. Eligible residents will receive a one-time grant amount of \$25,000 in HPG funds, which may be matched with funds derived from the County's Housing Enhancement Program, and will be subject to resale restrictions in the form of a five (5) year affordability covenant wherein the homes and mobile homes may be sold to income eligible households at or below 80% of area median income for the County of Riverside.

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

May 6, 2025 and has made the following determinations regarding the above described project:
(tentative date)

Find that the Rural Housing Repair Program (RHR Program) using Section 533 Housing Preservation Grant (HPG) Program Funds does not constitute a project under 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 RHR 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 RHR Program 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) Juan Garcia Title: Deputy Director

Date: 4/15/25 Date received for filing at OPR:

Document Root (Read-Only)

Selected Document

2025050992 - NOE - Rural Housing Repair Program (RHR Program) using Housing Preservation Grant (HPG) Funds

Riverside County

Created - 5/22/2025 | Submitted - 5/22/2025 | Posted - 5/22/2025 | Received - 5/22/2025 | Published - 5/22/2025

Whitney N Mayo

Document Details

Public Agency

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

Rural Housing Repair Program (RHR Program) using Housing Preservation Grant (HPG) Funds

Document Description

The Department of Housing and Workforce Solutions is proposing to utilize and administer a grant of \$160,254.00 in Section 533 Housing Preservation Grant (HPG) Program Funds to provide home rehabilitation and enhancement services to homeowners with low- and very low-income in rural areas of Riverside County for purposes which include, but are not limited to energy conservation measures, repair or replacement of sanitary water and waste disposal systems, electrical wiring and other items necessary to bring their homes into code compliance. Eligible residents will receive a one-time grant amount of \$25,000 in HPG funds, which may be matched with funds derived from the County's Housing Enhancement Program and will be subject to resale restrictions in the form of a five (5) year affordability covenant wherein the homes and mobile homes may be sold to income eligible households at or below 80% of area median income for the County of Riverside.

Attachments (Upload Project Documents)

3.26 NOE - RHR Program using HPG Funds.pdf

Contacts

Housing and Workforce Solutions - *Juan Garcia*

4080 Lemon Street Suite 400

Riverside, CA 92501

Phone : (951) 955-8126

jugarcia@rivco.org

Regions

Southern California

Counties

Riverside

Cities

Rural Areas, Riverside County

Location Details**Other Location Info**

Rural Areas, County of Riverside, State of California

Notice of Exemption**Exempt Status**

Other

Type, Section Number or Code Number

15061(b)(3)

Reasons why project is exempt

Find that the Rural Housing Repair Program (RHR Program) using Section 533 Housing Preservation Grant (HPG) Program Funds does not constitute a project under 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 RHR 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 RHR Program will be subject to separate CEQA review prior to taking any choice limiting or discretionary action in connection with such projects or activities.

County Clerk(s)

Riverside

Signature

Title

Date

BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

RESOLUTION NO. 2025-34

APPROVING THE COUNTY OF RIVERSIDE'S RURAL HOUSING REPAIR (RHR) PROGRAM; AUTHORIZING THE DIRECTOR OF HOUSING AND WORKFORCE SOLUTIONS (HWS), OR DESIGNEE, TO ADMINISTER THE RHR PROGRAM ON BEHALF OF THE COUNTY FROM FUNDING DERIVED FROM THE GRANT RECEIVED FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL HOUSING SERVICE; AND, AUTHORIZING THE DIRECTOR OF HWS, OR DESIGNEE, TO PROCURE, EXECUTE, AND ADMINISTER GRANT AGREEMENTS FOR COMPLETION OF PROJECTS ASSOCIATED WITH THE RHR PROGRAM

WHEREAS, on June 14, 2024, the United States Department of Agriculture, Rural Housing Service, ("USDA") published a Notice of Funding Availability for the Section 533 Housing Preservation Grant ("HPG") for Fiscal Year 2024 authorized under 533 of the Housing Act of 1949, as amended and pursuant to the Consolidated Appropriations Act, 2024 (Pub. L. 118-42); 42 U.S.C. 1490m, and 7 CFR part 1944, subpart N;

WHEREAS, on September 17, 2024 (Minute Order 3.18), the Board of Supervisors authorized the acceptance of the Program Award from the USDA for the Section 533 Housing Preservation Grant ("HPG") Program in a Grant Amount Not to Exceed \$160,254 to operate a Rural Housing Repair Program ("RHR PROGRAM" or "PROGRAM"), in conjunction with the Housing Enhancement Program ("HEP PROGRAM"), for the repair or rehabilitation of housing owned or occupied by low- and very-low-income residing in rural areas of the County;

WHEREAS, the County and the United States of America, acting through the Rural Development ("RD") executed the Housing Preservation Grant Agreement ("Agreement") for \$160,254.00 in grant funds ("Funds") to assist qualified low- and very-low-income homeowners to address health and safety concerns in their homes; and

WHEREAS, pursuant to the Agreement, eligible uses of the HPG Funds, include, but are not limited to, repairs, and energy efficiency upgrades, and repairs of, or provision for, structural supports and foundations.

NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Board of Supervisors of the County of Riverside, State of California ("Board"), in regular session assembled on May 20, 2025, at 9:30 a.m., or soon thereafter, in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center,

MAY 20 2025 3.20

RESOLUTION NO. 2025-34

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FORM APPROVED COUNTY COUNSEL
BY: AMRIT P. CHILLON
DATE: 4/29/2025

1 4080 Lemon Street, Riverside, California, that this Board does hereby determine and declare as
2 follows:

- 3 1. That the above recitals are true and correct and incorporated as though set forth herein.
- 4 2. County of Riverside, in accordance with the Agreement, the RD Instruction 1944-N, dated
5 July 19, 2024, and all attachments to Minute Order 3.18, hereby establishes the Rural Housing
6 Repair Program ("RHR Program") using HPG Funds.
- 7 3. The RHR Program, in conjunction with Housing and Workforce Solutions' ("HWS") Home
8 Enhancement Program ("HEP"), will offer HPG Funds in the form of a grant to eligible low-
9 and very-low-income homeowners in rural areas of Riverside County to pay for home
10 rehabilitation and enhancement services to their mobile, modular, or manufactured homes. A
11 five-year (5) affordability covenant will be recorded on title of owner-occupied, single-family,
12 manufactured, or modular homes affixed to the program applicant's real property. Should the
13 program applicant's mobile, manufactured, or modular home reside on a rental space within a
14 permitted mobile home park, the RHR Program applicant will execute a five-year (5)
15 affordability covenant and authorize County to register a lien with the Housing and Community
16 Development ("HCD").
- 17 4. Eligible uses of the HPG Funds include, but are not limited to repairs, energy efficiency
18 upgrades, and other items necessary to remedy health and safety violations.
- 19 5. Each eligible program applicant may receive one-time HPG Funds in the form of a grant in an
20 amount not to exceed \$25,000 per household. Additionally, matching funds from Community
21 Development Block Grant ("CDBG") may be used, provided that the total amount of HPG
22 Funds and CDBG funds combined does not exceed \$50,000 per household, with a maximum
23 of \$25,000 allocated from each source.
- 24 6. Pursuant to County bidding procedures, HWS is required to solicit a minimum of three (3)
25 bids from licensed and approved contractors. HWS will advertise and post separate Request
26 for Proposals ("RFPs") for each individual project, selecting the lowest most responsive and
27 responsible bidder. Exceptions can be made on case-by-case basis. Selected contractor will
28

- inspect unit and determine feasibility of the unit's rehabilitation. Selected contractor will also be required to sign a General Contractor Agreement with the program applicant.
7. The RHR Program will require participants to execute a Homeowner Grant Agreement, a Covenant Agreement, a General Contractor Agreement, and if applicable, a lien to be registered with HCD, imposing affordability restrictions and restricting resale of the unit for a five (5) year period, forms of which are attached as exhibits to the RHR Program Information and Policies ("RHR Grant Documents").
8. The Board authorizes the Director of HWS, or designee, to administer and implement the RHR Program on behalf of the County and to make administrative revisions and amendments to the RHR Program Information and Policies, subject to approval as to form by County Counsel.
9. The Board authorizes the Director of HWS, or designee, to execute RHR Grant Documents for qualified low-income residents in a not to exceed grant amount of \$25,000 per household from HPG Funds, with additional matching funds from CDBG, for a total not to exceed \$50,000 per household (up to \$25,000 from each source), and any amendments thereto, subject to approval as to form by County Counsel.
10. The Director of HWS, or designee, shall administer the Funds in compliance with the RHR Program objectives and guidelines, and all applicable State laws and regulations.
11. The Director of HWS, or designee, shall administer the Funds allocated to the RHR Program, shall implement and administer RHR Program, and sign all RHR Agreements exhibits, reports, or similar documents made or required for completion of the RHR Program's projects, including the RHR Grant Documents.
12. The Director of HWS, or designee, shall promptly report to the Board grant funding changes for County Budget and Auditor-Controller purposes. The Director of HWS, or designee, shall also promptly report to the Board any material changes or significant new developments related to RHR Program.
13. Each project funded under the RHR Program shall comply with the Agreement, and all applicable local, state, and federal laws and regulations.

1
2 This Resolution shall take effect immediately upon its adoption.
3
4
5

6 ROLL CALL:

7 Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
8 Nays: None
9 Absent: None

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

12 KIMBERLY A. RECTOR, Clerk of said Board

13 
14 By: _____
15 Deputy



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

RURAL HOUSING REPAIR PROGRAM

Program Information/Policies



United States
Department of
Agriculture

A complete Rural Housing Repair Program participation packet:

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

This is an equal opportunity program. Discrimination is prohibited by Federal Law.

Revised April 2025

FORM APPROVED COUNTY COUNSEL
BY: APR 4/29/2025
AMRIT P. DHILLON DATE

RHR Program

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RURAL HOUSING REPAIR PROGRAM (RHR)

Policies

On September 17, 2024 (Minute Order 3.18), the Board of Supervisors authorized the acceptance of the Program Award from the United States Department of Agriculture (USDA) for the Section 533 Housing Preservation Grant (HPG) Program in a Grant Amount Not to Exceed \$160,254 to operate a Rural Housing Repair (RHR) Program, in conjunction with the County's existing Home Enhancement Program (HEP), which utilizes Community Development Block Grant (CDBG) funds, for the repair or rehabilitation of housing owned or occupied by low- and very-low-income.

On May 20, 2025 (Minute Order X.XX), the Board of Supervisors adopted Resolution No. 2025-34, Approving the County of Riverside's Rural Housing Repair (RHR) Program; Authorizing the Director of Housing and Workforce Solutions (HWS), or Designee, to Administer the RHR Program on Behalf of the County from Funding Derived from the Grant Received from the United States Department of Agriculture, Rural Housing Service; and, Authorizing the Director of HWS, or Designee, to Procure, Execute, and Administer Grant Agreements for Completion of Projects Associated with the RHR Program.

Housing and Workforce Solutions (HWS) will award up to \$50,000 in total per recipient, with up to \$25,000, or 50% of total cost, derived from each funding source, as described below.

| Household | HEP – CDBG Funds | RHR – HPG Funds | Total |
|------------------|-----------------------------|----------------------------|---------------------|
| 1 | \$25,000.00 | \$25,000.00 | \$50,000.00 |
| 2 | \$25,000.00 | \$25,000.00 | \$50,000.00 |
| 3 | \$25,000.00 | \$25,000.00 | \$50,000.00 |
| 4 | \$25,000.00 | \$25,000.00 | \$50,000.00 |
| 5 | \$25,000.00 | \$25,000.00 | \$50,000.00 |
| 6 | \$38,780.10 | \$11,219.90 | \$50,000.00 |
| Total | \$163,780.10 | \$136,219.90 | \$300,000.00 |

TERMS

1. RHR Program grants are only available for qualified homeowners residing in rural areas of the County, such as the unincorporated communities of Blythe, Desert Hot Springs, Good Hope, Mead Valley, Cabazon, Winchester, Mecca, Thermal, North Shore, Oasis, Lakeland Village, and others.
2. RHR Program grants can only be used to assist homeowners with low- and very low-income in rural areas.
3. The maximum grant amount is \$50,000.
 - The maximum grant amount under the RHR Program is \$25,000. The RHR Program grant is a one-time benefit regardless of total grant amount awarded.
 - The maximum grant amount under the HEP Program is \$25,000. The HEP Program grant is a one-time benefit regardless of total grant amount awarded.

4. To be considered for a RHR grant, applicants must meet the following Qualifying Thresholds:
 - Homeowners must first apply for and be reviewed under County's existing County's existing Home Enhancement Program (HEP).
 - Total Household Income at or below 80% of the County of Riverside Area Median Income (AMI) per HUD Income Limits;
 - The applicant must be the owner-occupant of the property or unit;
 - The property must be located within a rural community of the County of Riverside;
 - Property taxes must be current;
 - One homeowner must be either a US Citizen or a Qualified Alien as per Section 431 of the Personal Responsibility and Work Opportunity Act (PRWORA).
5. A Riverside County HWS staff person or approved partner agency will prioritize the repairs and improvements based upon the health, safety, and needs of the property. Riverside County staff reserves the right and has the discretion to determine and deny the approval of any application based on the reasonableness of the exterior repairs requested for the home.
6. All participants of this program shall indemnify and hold the County of Riverside and their elected officials, officers, agents, employees, and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of the borrowers and guarantors, its officers, agents, employees, contractors, subcontractors and independent contractors 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 from its users' and responsibilities in connection therewith of the property or the condition thereof, and all borrowers and guarantors shall defend, at its expense, including attorney fees, the County of Riverside and their elected officials, officers, agents, employees, and independent contractors in any legal action based upon such alleged acts or omission.

PRIORITIZATION

A priority will be placed on very-low income homeowners at or below 50% of area median income, residing in rural areas of the County.

At least six (6) households with low- and very low-income will be served with HPG funds. Of the \$136,219.90, the County proposes to allocate 20% to assist approximately 1 low-income households, and 80% to approximately 5 very low-income.

ELIGIBILITY REQUIREMENTS

1. All applicants for the RHR Program must apply and be eligible under the County's existing Home Enhancement Program (HEP) Policies and Guidelines, attached herein as **Exhibit "A"**.
2. Must reside in an eligible rural area with a concentration of substandard housing for households of very low- and low income.
3. All properties must be owner-occupied, single-family, stick-built, manufactured, or modular homes. The properties may be located on owned land or installed on leased property.

4. Property must have been owned by the applicant for a minimum of one year prior to application.
5. Subject property must be the only real property owned by the applicant in the United States.
6. The household living in the property must qualify as a low- or very low-income household (at or below 80% of the County Median Income per HUD Income Limits).
7. 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 homeowner(s) to obtain insurance may be completed, but homeowner's insurance must be obtained prior to project completion).
8. 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 \$100 and exceeds the maximum amount of \$50,000.
 - b. Inspection results prove that substantial improvement outcomes will not be realized; or
 - c. Rehabilitation of the property will not be cost-effective to the owner or the County.

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 RHR 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:

- Installation and/or repair of sanitary water and waste disposal systems, together with related plumbing and fixtures, which will meet local health department requirements;
- Energy conservation measures such as:
 - Insulation; and
 - Combination screen-storm windows and doors;
- Repair or replacement of the heating system including the installation of alternative systems such as woodburning stoves or space heaters, when appropriate and if local codes permit;
- Electrical wiring;
- Repair of, or provision for, structural supports and foundations;
- Repair or replacement of the roof;

- Replacement of severely deteriorated siding, porches or stoops;
- Alterations of the unit's interior or exterior to provide greater accessibility for any disabled person;
- For properties listed on or eligible for the National Register of Historic Places, activities associated with conforming repair and rehabilitation activities to the standards and/or design comments resulting from the consultation process contained in §1944.673 of this subpart;
- Necessary repairs to manufactured housing provided:
 - For homeowners only, the recipient owns the home and the site on which the home is situated and the homeowner has occupied that home on that site for at least 1 year prior to receiving HPG assistance; and
 - For homeowners, owners of single- or multiple- unit rental properties, and co-ops, the manufactured housing is on a permanent foundation or will be put on a permanent foundation with HPG funds. Advice on the requirements for a permanent foundation is available from RHS. Guidance may be found in § 1944.223 (e) of subpart E of this part and in exhibit J of subpart A of part 1924;
- Additions to any dwelling (conventional or manufactured) only when it is clearly necessary to alleviate overcrowding or to remove health hazards to the occupants; or
- Relocation costs either permanent or temporary for assistance to rental properties or co-ops, as noted in §1944.667 of this subpart.

Note: Certain improvements are subject to specific requirements and limitations.

INELIGIBLE REPAIRS

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

- Assist in the construction or completion of an addition (excluding paragraph (c)(11) of this section) or a new dwelling. This paragraph does not apply to replacement housing.
- Refinance any debt or obligation of the grantee, the individual homeowner, owners of a rental property, or co-ops other than obligations incurred for eligible items covered by this section entered into after the date of agreement with the HPG grantee.
- Repair or rehabilitate as well as replace any property located in the Coastal Barrier Resources System.

APPLICATION PROCESS

Applicants are to complete a HEP Program Application, see **Exhibit "B"**. Completed applications submitted to HWS will be reviewed for eligibility under both the HEP and RHR Program, and evaluated on a first-come, first-served basis. 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 applicant shall:

- Submit a completed application package with all required attachments; and
- Be available for further clarifications, requests, and follow-up questions during the review process.

INITIAL VISIT – APPLICATION REVIEW

The HWS Program Manager will schedule an initial revisit with the applicant to collect and 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, and HEP Program Policies and Guidelines. *The applicant'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 homeowner(s) are informed of all program(s) requirements, documents, and terms of program participation.

HEP Program Policies and Guidelines

RHR Program Policies and Guidelines, including:

Sample Homeowner Grant Agreement, **Exhibit “C”**

Sample Covenant 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, including the EPA pamphlet, “Protect your Family From Lead in Your Home”, 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:

Complete HEP/RHR Program Application

Verification of very-low or low income.

Verification the ultimate recipient's property is in an eligible rural area, see ([Eligibility \(usda.gov\)](https://www.usda.gov)).

Verification of Notification to recipient(s)

Incomplete applications. All recipients who are determined to have submitted an incomplete application will be notified in writing as to the reason(s) the

application was incomplete. The applicant will be given the opportunity to complete their application and submit new or additional information within a stated period of time in an effort to achieve eligibility. Any application resubmitted will fall within the normal selection criteria determined by the grantee.

Complete applications. Recipients with complete applications (those meeting all the grantee's criteria) will be notified in writing whether the applicant was:

Selected for financial assistance,

Placed on a waiting list for financial assistance subject to the availability of funds, or

Not selected for financial assistance.

Recipients not selected for financial assistance. Recipients will be given the specific reason(s) for rejection and given the opportunity to have their determination reviewed by the grantee. If the rejection is based on information from a credit bureau report, it must be revealed to the recipient in accordance with the Fair Credit Reporting Act. Rejection of recipients on an arbitrary basis is prohibited. Examples of such arbitrary rejections are race, color, religion, sex, familial status, national origin, and handicap; receipt of income from public assistance; and persons with children of undetermined parentage.

Property Ownership. Staff will review the record of Title/Grant Deed/Registration to ensure that the applicant is the owner of the subject property.

Lead/Asbestos

Documentation the EPA pamphlet, "Protect your Family From Lead in Your Home" was provided to recipient (Not required for homes newer than 1978).

Environmental Review

Evidence of environmental review of each home per RD Instruction 1944-N, Exhibit C, paragraph VII.

Evidence that the home is not historic/consultation with SHPO per RD Instruction 1944-N, Exhibit F-1 of this subpart and RD Instruction 2000-FF, available in any Rural Development Office.

Complete Historic and Architectural Assessment

Is the Home 50 Years or Older (If Yes Continue)

Take Exterior Pictures from all Angles of Home

Documentation of Environmental and Historical Review (If environmental assessment was not needed) "We have considered this dwelling under Rural Development's environmental and historic preservation requirements for a HPG, see §§ 1944.672 and 1944.673 of this subpart) and an environmental assessment is not required. The review was completed in accordance with the process to identify properties requiring a Rural Development environmental assessment approved with our statement of activities."

Complete Flood Plain Identification

Complete FEMA Form 086-0-93 "Standard Flood Hazard Determination" with copy of flood map.

Determine if the Home is located in any 100-Year Flood Plain using the Flood Hazard Protection Checklist Form; (If yes continue)
Homeowner(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 contractor. 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 homeowner(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 homeowner(s) is completed, the bidding process will begin.

- HWS staff is required to solicit a minimum of three (3) bids from licensed and approved contractors.
- Bid requests shall be sent on an approved Request for Proposals (RFP).
- 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 responsible bidder.
- A minimum of three (3) bids must be received or the project must be re-bid. Exceptions can be made on a case-by-case basis.
- The homeowner(s) may recommend a contractor to participate in the bidding process; however, the contractor must be solicited in compliance with the bid process described above. In addition, the contractor must become an HWS approved contractor prior to the award of a contract.

SELECTING A CONTRACTOR

- The selection of the contractor is done using a competitive bid process.
- All bid proposals that are received will be documented and filed in the Case File.

- HWS staff will evaluate the bids for cost-reasonableness, consistency, and accuracy with respect to the requested repairs, and will select the lowest, most responsible and responsive contractor.
- 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 Homeowner(s) and the Contractor.

The Conference provides the opportunity to clarify:

- The scope of work;
- The agreement between the homeowner(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 staff 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 homeowner(s).

AGREEMENTS

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

Notice to Proceed, see **Exhibit “K”**.

The Agreement between HWS and Homeowner(s)

The Agreement between Homeowner(s) and Contractor

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.

CONSTRUCTION

During construction, HWS staff will maintain communication with the contractor. HWS staff 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 Staff 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 Development Manager or Assistant Director.

The 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

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 staff 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
- Homeowner(s) signs the payment request voucher.

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

PROJECT COMPLETION

Upon receipt of the notice, invoice, and conditional release of lien from the Contractor certifying that the repairs are completed according to the Contractual Agreement and “Work Write-Up”. HWS will:

Conduct a final inspection in cooperation with the homeowner(s) and contractor and the homeowner(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 homeowner(s) must agree to cooperate with HWS staff in all required inspections.

Photograph the dwelling, localized areas of repair, and the yard; and

Give the homeowner(s) a copy of the completed Project Completion Acknowledgment form, see **Exhibit "M"**.

HWS will complete the Ultimate Recipient File Checklist to ensure all files contain the necessary documentation, as required for the HPG funds, see **Exhibit "N"**.

RELEASE OF COVENANT AGREEMENT OR LIEN

At the expiration of the **five (5)** year Covenant Agreement. HWS Staff will execute a Release of Covenants. 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>.

PROJECT MONITORING

In 2023, a new monitoring procedure was implemented to ensure compliance. At a minimum, during each fiscal year, 10% of all Rural Housing Repair 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 homeowners. 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 homeowner(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.

EXHIBIT “A” – HEP Policies and Guidelines

EXHIBIT “B” – HEP/RHR Application



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

HOME ENHANCEMENT PROGRAM/ RURAL HOUSING REPAIR 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.

THIS IS AN EQUAL OPPORTUNITY PROGRAM. DISCRIMINATION IS PROHIBITED BY FEDERAL LAW.

Revised: November 2024

- Total household income may not exceed 80% of the area median by family size.
- The program is designed to help low to very low income-qualified homeowners fix or repair eligible projects in their homes.
- Occupant must be the homeowner and reside in an eligible rural community.
- Stick-built or modular home (attached to private land) that is an owner-occupied single-family residence, may be eligible.
- One homeowner must be either a US Citizen or Qualified Alien as per Section 431 of the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA)

PLEASE PRINT CLEARLY

To apply for the Home Enhancement Program (HEP)/Rural Housing Repair Program (RHR), a non-refundable application fee of \$35.00 per household, is needed to process the application. Please include payment (check or money order) made payable to: **County of Riverside HWS** or application fee waiver form, along with HEP application.

| | | | | |
|---|-------------------------|----------------------|-------------------------|-------------------------|
| 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 _____ | | | | |
| Are you the owner and occupant of the property*? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the home a mobile home, manufactured home, or a house? <input type="checkbox"/> Mobile Home <input type="checkbox"/> Manufactured- Home <input type="checkbox"/> House | | | | |
| *Proof of Ownership: A copy of the Grant Deed for the property must be attached. The applicant must be the owner of record. | | | | |
| 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>I understand that the employment and income information provided above is subject to verification by the County of Riverside.</i> <i>I agree to submit to the County, upon request, any additional documentation for employment and income verification.</i> | | | | |
| Name | Relationship | Date of Birth | Source of Income | Amount of Income |
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The following information is requested by the Federal Government to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race, ethnicity and sex of applicants based on visual observation or surname.

Ethnicity of Head of Household:

(Note to Applicants: Pursuant to Title VI of the Civil Rights Act of 1964 and OMB Approval 2535-0113, HUD requires the collection of race and ethnicity data from applicants requesting funding under the CDBG program.)

- | | | |
|--------------------------------|--|--|
| <input type="checkbox"/> White | <input type="checkbox"/> Black or African American | <input type="checkbox"/> American Indian or Alaskan Native |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Hispanic or Latino | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> Other | <input type="checkbox"/> I do not wish to provide this information | |

Is the head of household female? ☐ Yes ☐ No

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

Is the Head of Household a U.S. Citizen/ Legal Resident? ☐ Yes ☐ No

☐ I do not wish to provide this information

Property Description:

What year was the house built? _____

Square footage? _____

Has Code Enforcement cited your property?

☐ Yes ☐ No

TYPE OF HOUSE 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 _____ |

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COUNTY OF RIVERSIDE HOUSING AND WORKFORCE SOLUTIONS (HWS) REQUIRES THAT THE HOMEOWNER/APPLICANT AND CO-APPLICANT SIGN AN AGREEMENT ENTITLED "HOMEOWNER GRANT AGREEMENT" AS A CONDITION TO RECEIVING ASSISTANCE FROM THE HEP AND RHR PROGRAMS. THIS AGREEMENT DOES LIMIT AND AFFECT THE PROPERTY AND INCLUDES THE FOLLOWING RESTRICTIONS AND REQUIREMENTS:

- 1) 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.

- 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 THAT AT LEAST ONE OWNER OF THE PROPERTY MUST BE EITHER A US CITIZEN OR QUALIFIED ALIEN AS PER SECTION 431 OF THE PERSONAL RESPONSIBILITY AND WORK OPPORTUNITY RECONCILIATION ACT (PRWORA).*
- 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) *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 SUSTAINS 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: _____

PROGRAM: Home Enhancement Program/Rural Housing Repair 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 Department of Housing and Urban Development (HUD), California State Department of Housing and Community Development (HCD), and the United States Department of Agriculture, Rural Housing Service, (USDA) 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 HUD, HCD, USDA, 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 HUD, USDA, 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. HUD 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 |
|-------------------------|---------------|----------------|--------------|

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:** _____

HOME ENHANCEMENT PROGRAM/RURAL HOUSING REPAIR PROGRAM

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

A non-refundable application fee of \$35.00, per household, is required to process the application. Please include payment (check or money order) together with HEP application, made payable to: County of Riverside Housing and Workforce Solutions (HWS), Attention: County of Riverside CDBG Program, mail address: P.O. Box 1528, Riverside, CA 92502

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 .

ADDITIONAL DOCUMENTS REQUIRED

- ☐ Enclose a copy of your homeowners 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.
- ☐ For legal Residents, Enclose a copy of your United States Permanent Resident Card (USCIS Form I-551), formerly Alien Registration Card or Alien Registration Receipt Card (INS Form I-151) (Commonly known as a "Green Card" (US Green Card; I551))

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 CDBG Income Limits Effective May 1, 2024

NOTE: Riverside County is part of the **Riverside-San Bernardino-Ontario, CA MSA**. The

| FY 2024 Income Limit Area | FY 2024 Income Limit Category | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person | 8 Person |
|---------------------------------|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | | | | | | | | | |
| Riverside County | <u>Extremely Low (30%) Income Limits</u> | \$21,550 | \$24,600 | \$27,700 | \$30,750 | \$33,250 | \$35,700 | \$38,150 | \$40,600 |
| | <u>Very Low (50%) Income Limits</u> | \$35,900 | \$41,000 | \$46,100 | \$51,250 | \$55,350 | \$59,450 | \$63,550 | \$67,650 |
| | <u>Low (80%) Income Limits</u> | \$57,400 | \$65,600 | \$73,800 | \$82,000 | \$88,600 | \$95,150 | \$101,650 | \$108,250 |

Riverside-San Bernardino-Ontario, CA MSA contains the following areas: Riverside County, CA; and San Bernardino County, CA.

EXHIBIT “C”
Rural Housing Repair Program
Homeowner Grant Agreement

**HOMEOWNER GRANT AGREEMENT
PROJECT NO. FILE # / PROJECT #
FOR THE COUNTY OF RIVERSIDE
RURAL HOUSING REPAIR PROGRAM**

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

RECITALS

WHEREAS, on June 14, 2024, the United States Department of Agriculture, Rural Housing Service, (USDA) published a Notice of Funding Availability for the Section 533 Housing Preservation Grant (HPG) for Fiscal Year 2024 authorized under 533 of the Housing Act of 1949, as amended and pursuant to the Consolidated Appropriations Act, 2024 (Pub. L. 118– 42); 42 U.S.C. 1490m, and 7 CFR part 1944, subpart N;

WHEREAS, on September 17, 2024 (Minute Order 3.18), the Board of Supervisors authorized the acceptance of the Program Award from the USDA for the Section 533 Housing Preservation Grant (HPG) Program in a Grant Amount Not to Exceed \$160,254 to operate a Rural Housing Repair Program (“RHR PROGRAM” or “PROGRAM”), in conjunction with the Housing Enhancement Program (“HEP PROGRAM”), for the repair or rehabilitation of housing owned or occupied by low- and very-low-income residing in rural areas of the County;

WHEREAS, COUNTY will grant to qualified households an amount not exceeding \$25,000 in accordance with the RHR PROGRAM;

WHEREAS, HOMEOWNER 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 **single-family home**;

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

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

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

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

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

- 1) Purpose of agreement. The purpose of this AGREEMENT is to set forth the terms and conditions by which the COUNTY will grant up to **Samount** in RHR PROGRAM funds (“PROGRAM GRANT”) for the rehabilitation of the PROPERTY upon the terms and conditions set forth herein and in the Scope of WORK attached hereto as Exhibit “B” and incorporated herein by this reference (“Scope of WORK” or “WORK”). Except to the extent of the PROGRAM GRANT, the cost of constructing the WORK on the PROPERTY shall be the sole responsibility of the HOMEOWNER, without any cost to the COUNTY.
- 2) Term of Agreement. The term of this AGREEMENT shall commence on the Effective Date (defined below) and unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect until five (5) years from the date the Covenant Agreement is recorded in the Official Records of Recorder’s Office of the County of Riverside.
- 3) Location of Work. HOMEOWNER shall permit the Scope of WORK to be performed pursuant to this AGREEMENT at the PROPERTY located at **(insert street address)** as specifically set forth herein.
- 4) Scope of Work.
 - a) Both COUNTY and HOMEOWNER have reviewed and approved the Scope of WORK to be performed on the PROPERTY pursuant to this AGREEMENT and the Scope of WORK (Exhibit “B”); and
 - b) The PROPERTY shall be developed in accordance with and within the limitations

established in the Scope of WORK (Exhibit "B") and subsequent plans and specifications approved by the COUNTY pursuant to this AGREEMENT and permits issued by the COUNTY and/or any other governmental entity with jurisdiction over the WORK.

- 5) Program Grant Terms. The PROGRAM GRANT from the COUNTY shall be used to pay all costs for the WORK set forth in the Scope of WORK. The COUNTY shall pay to the Contractor the Construction Amount (defined below), for the benefit of the HOMEOWNER, to rehabilitate the PROPERTY pursuant to this AGREEMENT. The term "Construction Amount" means the cost to complete the WORK to be performed by the Contractor, which shall not exceed the PROGRAM GRANT amount.
- a) Term of Program Grant. The term of the PROGRAM GRANT shall be five (5) years from the date the Covenant AGREEMENT (defined in section 13 below) is recorded in the Official Records of the Recorder's Office of the County of Riverside ("PROGRAM GRANT Term").
 - b) Program Grant Amount. Collectively, the amount of the PROGRAM GRANT shall not exceed the maximum total amount of \$25,000.00 including all expenses.
 - c) Interest. The PROGRAM GRANT shall not bear interest.
 - d) Disbursement of Program Grant. The PROGRAM GRANT shall be disbursed to the COUNTY-approved contractor on behalf of the HOMEOWNER pursuant to section 10 below.
 - e) Repayment of Program Grant. Provided HOMEOWNER is not in default under the term of this AGREEMENT and/or the Covenant AGREEMENT, HOMEOWNER shall not be required to make any payments toward the principal amount of the PROGRAM GRANT and the PROGRAM GRANT amount shall be forgiven in its entirety by the COUNTY upon the expiration of the PROGRAM GRANT Term.
 - f) Use Restrictions. In consideration for the PROGRAM GRANT, HOMEOWNER shall occupy the PROPERTY as HOMEOWNER's principal residence for the duration of the PROGRAM GRANT Term. In addition, during the PROGRAM GRANT Term any Transfer by HOMEOWNER, except for a Permitted Transfer (defined below) shall be prohibited without the written approval of COUNTY in

its sole discretion, except as otherwise set forth herein and in the Covenant AGREEMENT (defined below). Any Transfer, including a Permitted Transfer, of the PROPERTY by HOMEOWNER shall be subject to this AGREEMENT and the Covenant AGREEMENT. The term "Transfer" used herein shall mean the sale, assignment, conveyance, lease, or transfer, voluntary or involuntary, of any interest in the PROPERTY, including unpermitted financing or refinancing of the PROPERTY. Without limiting the generality of the foregoing, Transfer shall include (i) a transfer by devise, inheritance, or intestacy to a party who does not meet the definition of Low-Income Household (defined below); (ii) a life estate; (iii) creation of a joint tenancy interest; (iv) a gift of all or any portion of the PROPERTY; (v) any voluntary conveyance of the PROPERTY; or (vi) a refinance of any mortgage loan encumbering the PROPERTY not approved in writing by the COUNTY. The transfer shall not include a Permitted Transfer.

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

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

Low Income shall mean a household having an income equal to or less than 80% Median Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) Section 570.3.

6) Construction of the Project.

- a) No later than forty-five (**45**) days after the Effective Date, HOMEOWNER shall

promptly begin and/ or permit to begin and thereafter diligently prosecute to completion and/or cause the completion of construction of the WORK as provided in the Scope of WORK. HOMEOWNER shall permit completion of all construction no later than sixty (60) days after the Effective Date of this AGREEMENT, with such reasonable extensions of said times as may be granted by the COUNTY as provided herein.

- b) COUNTY shall select a Contractor to construct the work from a COUNTY-approved contractor list.
 - c) COUNTY shall have the right to hold a project walk-thru at the PROPERTY.
 - d) HOMEOWNER shall permit the construction of the WORK to be carried out in compliance with all applicable laws, including, but not limited to applicable federal and state occupational, safety, and health standards; nondiscrimination requirements; and accessibility for the disabled.
- 7) Pre-Construction Conference. After awarding the WORK, the COUNTY shall coordinate a pre-construction conference between COUNTY, HOMEOWNER, and the Contractor to review the finalized labor and materials needed for the WORK. Any changes to the finalized WORK shall be in writing and mutually agreed upon by COUNTY and HOMEOWNER.
- 8) Notice to Proceed. No labor shall be performed for the WORK until COUNTY sends a written notice to proceed to HOMEOWNER with a copy to the Contractor. The WORK shall commence within twenty (20) workdays after the notice to proceed is delivered to the Contractor.
- 9) Purchase Order. Prior to disbursement of the PROGRAM GRANT funds, the HOMEOWNER shall sign and approve the purchase order identifying the cost and scope of the WORK.
- 10) Disbursement of Funds.
- a) The PROGRAM GRANT funds shall be directly disbursed by COUNTY to the Contractor for WORK expenses in accordance with the General Contractor agreement entered into between the HOMEOWNER and Contractor on **INSERT AGREEMENT DATE.**
 - b) COUNTY shall retain 25% of the PROGRAM GRANT funds until Completion of the WORK as determined by COUNTY and shall make progress payments to the

contractor as specifically set forth below of the remaining balance. The term “Completion” shall mean the point in time when all of the following shall have occurred: (1) receipt of a Notice of Completion by Contractor; (2) certification or equivalent by HOMEOWNER that work has been completed in a good and workmanlike manner and substantially in accordance with the AGREEMENT and the General Contractor agreement. (3) payment, settlement or other extinguishment, discharge, release, waiver, bonding, or insuring against any mechanic’s liens that have been recorded or stop notices that have been delivered, and (4) the PROPERTY has been rehabilitated in accordance with this AGREEMENT, the Scope of WORK and any other documents pursuant to this AGREEMENT.

- c) COUNTY shall make final payment to Contractor upon Completion and HOMEOWNER’s final acceptance and written sign-off for the WORK, including, but not limited to the RHR Project completion documents provided by COUNTY to HOMEOWNER.
- d) Without limiting the COUNTY’s disclaimer of responsibility for the construction of the WORK set forth in Section 20 below, If HOMEOWNER disputes the WORK performed, HOMEOWNER shall submit written notice to Contractor with a copy to COUNTY, within ten (10) calendar days of final inspection specifying dispute and description of unsatisfactory work. If no dispute in writing is received by COUNTY and Contractor the WORK will be deemed acceptable by HOMEOWNER, and payment will be made to the Contractor. HOMEOWNER acknowledges and agrees that COUNTY shall not be responsible for any of the WORK performed on the PROPERTY as more specifically set forth in Section 20 below.
- e) The Contractor shall be paid only in accordance with an invoice submitted to COUNTY by Contractor and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Contractor only after services have been rendered or delivery of materials or products, and acceptance has been made by HOMEOWNER. HOMEOWNER shall cause the Contractor to prepare invoices in duplicate. For this

AGREEMENT, send the original and duplicate copies of invoices to:

County of Riverside Housing and Workforce Solutions

Attention: Susana Orozco

P.O. Box 1528

Riverside, California 92502

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

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

- 11) Inspection of Completed Work. Without limiting COUNTY's disclaimer of responsibility for the work, upon Completion of the WORK, COUNTY, and HOMEOWNER shall inspect the WORK completed by the Contractor. Upon Completion and acceptance of the WORK by HOMEOWNER, COUNTY shall make final payment to the Contractor in accordance with section 10 above.
- 12) Completion Schedule. HOMEOWNER shall cause the WORK to be completed within a reasonable period of time, but in no event no longer than one hundred and fifty (150) days after the Effective Date of this AGREEMENT, which period may be extended by COUNTY in writing should the COUNTY deem such extension as necessary to complete the WORK. Every term, condition, and requirement of this AGREEMENT shall continue in full force and effect during the period of such extension.
- 13) Covenant Agreement. As a condition precedent to COUNTY'S disbursement of PROGRAM GRANT funds, HOMEOWNER shall execute and COUNTY shall record in the Official Records of the Recorder's Office of County of Riverside, a Covenant AGREEMENT, substantially conforming in form and substance to Exhibit "C" attached hereto and incorporated herein by this reference ("Covenant AGREEMENT"). The recordation of the Covenant AGREEMENT in the Official Records of Riverside County no later than sixty (60) days shall be a condition precedent to the disbursement of the PROGRAM GRANT funds. The Covenant AGREEMENT sets forth, among other things, the use restrictions, maintenance obligations and non-discrimination covenants set forth herein. The Covenant AGREEMENT shall run with the land in favor of COUNTY and

shall remain in effect for a period of five (5) years from the date Covenant AGREEMENT is recorded in the Official Records.

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

15) Non-Discrimination Covenants. [Title VI of the Civil Rights Act of 1964 and OMB Approval 2535-0113] HOMEOWNER shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this AGREEMENT; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

In addition, HOMEOWNER covenants and agrees for itself, its successors, its assigns and every successor in interest to the PROPERTY or any part thereof or interest therein, there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, sexual orientation, marital status, race, color, creed, religion, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the PROPERTY nor shall HOMEOWNER, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with

reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the PROPERTY. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or no segregation clauses:

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

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

c. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section

12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”

16) Hazardous Substances

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

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

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

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

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

18) Events of Default.

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

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

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

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

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

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

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

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

State of California, Contractor's License Board, among other remedies.

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

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

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

24) Indemnification and Hold Harmless.

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

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

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

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

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

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

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

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

26) Defaults, Remedies, and Termination

a) Defaults – General

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

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

b) Institution of Legal Actions

Subject to the notice and cure provisions of section 26.a. above, in addition to any other rights or

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

c) Termination

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

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

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

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

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

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

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

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

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

29) Notices.

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

i) **COUNTY:**

County of Riverside Housing and Workforce Solutions

Attention: Susana Orozco

P.O. Box 1528

Riverside, California 92502

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

ii) **HOMEOWNER:**

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

30) Condemnation

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

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

31) Governing Law, Jurisdiction, and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any legal action related to the performance or interpretation of this AGREEMENT shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In

the event any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

- 32) Compliance with Laws. HOMEOWNER shall comply with all applicable Federal, State, and local laws and regulations. HOMEOWNER will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the HOMEOWNER shall comply with the more restrictive law or regulation.
- 33) HOMEOWNER not Released, Forbearance by County not a Waiver. In the event HOMEOWNER is required to repay the PROGRAM GRANT to COUNTY, any extension of the time for repayment granted by COUNTY to any successor in interest of HOMEOWNER shall not operate to release, in any manner, the liability of the original HOMEOWNER and HOMEOWNER's successor in interest. COUNTY shall not be required to commence proceedings against such successor or extend time for payment or otherwise modify any amounts due to COUNTY by reason of any demand made by the original HOMEOWNER and/or HOMEOWNER's successor in interest.
- 34) Binding Effect. This AGREEMENT, and the terms, provisions, promises, covenants, and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. All covenants and agreements of HOMEOWNER shall be joint and several.
- 35) No Third-Party Beneficiaries. The parties to this AGREEMENT acknowledge and agree that the provisions of this AGREEMENT are for the sole benefit of COUNTY and HOMEOWNER, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.
- 36) Modifications or Amendments. This AGREEMENT shall not be modified or amended except in a written document signed by authorized representatives of both the COUNTY and HOMEOWNER.
- 37) Assignment. HOMEOWNER shall not delegate or assign any interest in this AGREEMENT, whether by operation of law or otherwise, without the prior written consent of COUNTY. No assumption of the PROGRAM GRANT shall be permitted at any time, without the express written approval of the COUNTY.

- 38) Forbearance by County not a Waiver. Any forbearance by COUNTY in exercising any right or remedy herein, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. Any waiver by COUNTY of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breaches of the same or of any term thereof. Failure on the part of the COUNTY to require exact, full, and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or estopping COUNTY from enforcement hereof.
- 39) Conflict of Interest. No member, official or employee of the COUNTY shall have any personal interest, direct or indirect, in the AGREEMENT nor shall any such member, official or employee participate in any decision related to the AGREEMENT which affects his personal interests or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested.
- 40) Nonliability of County Officials and Employees. No member, official, employee or consultant of the COUNTY shall be personally liable to the HOMEOWNER, or any successor in interest, in the event of any default or breach by the COUNTY or for any amount which may become due to the HOMEOWNER or to its successor, or on any obligations under the terms of this AGREEMENT.
- 41) Further Assurances. The HOMEOWNER shall execute any further documents consistent with the terms of this AGREEMENT, including documents in recordable form, as the COUNTY may from time to time find necessary or appropriate to effectuate its purposes in entering into this AGREEMENT.
- 42) No Partnership. Nothing contained in this AGREEMENT shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the parties hereto other than lender and borrower according to the provisions contained herein, or cause COUNTY to be responsible in any way for the debts or obligations of HOMEOWNER, or any other party.
- 43) Disputes. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the COUNTY and the HOMEOWNER. The HOMEOWNER shall proceed diligently with the performance of this AGREEMENT pending the resolution of a dispute. Prior to the filing of any legal

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

- 44) Additional Federal Requirements. The work under this AGREEMENT is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200) attached hereto as Exhibit "E" and incorporated herein by this reference.
- 45) Entire Agreement. It is expressly agreed that this AGREEMENT embodies the entire AGREEMENT of the parties in relation to the subject matter hereof, and that no other AGREEMENT or understanding, verbal or otherwise, relative to this subject matter, exists between 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.

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[SIGNATURES ON NEXT PAGE]

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

COUNTY

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

HOMEOWNER

NAME OF HOMEOWNER(s) and Vesting

By: _____
Juan Garcia, HWS Deputy Director

Date: _____

By: _____
INSERT HOMEOWNER NAME

Date: _____

COUNTY COUNSEL

Approved as to Form:
Minh C. Tran
County Counsel

By: _____
[INSERT NAME], Deputy County Counsel

EXHIBIT "A"
LEGAL DESCRIPTION

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

ALSO KNOWN AS: 66572 Hacienda Ave., Desert Hot Springs, CA 92240
APN: 641-153-008

Sample

EXHIBIT "B"
SCOPE OF WORK

| Item No. | Work Item Description | UNIT (e.g., per Square Foot, Linear Foot, Cubic Yard, Each, Lump Sum) |
|----------|---|--|
| 1 | DOORS - Replace and weatherize all entry doors. Rekey doors to match all other entry points. The homeowner will keep the original front door and wishes only to have the double lockset changed. TOTAL X (4) DOORS | Double lockset only 35 1/2" W x 79 1/2"H 35 3/4" W x 79 1/2"H 35 1/2" W x 79 1/2"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 1/2"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 1/2 HP Unit |
| 6 | SIDE GATE - Replace the side gate (metal) homeowner will provide a new gate to be installed. | 39" W x 58" H |
| 7 | PAINT - Paint, power wash, and prep house for the paint to include the attached garage. | Approx. Sq. Ft. 1905 |

END OF SCOPE

Exhibit "B"

EXHIBIT "C"
COVENANT AGREEMENT
(Behind this page)

EXHIBIT “D”
PROJECT COMPLETION FORM
(Behind this page)

EXHIBIT “E”
Additional Federal Requirements
(Behind this page)

EXHIBIT "E"
Additional Federal Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT “D” –
Rural Housing Repair Program
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 Homeowner Name And Vesting**, ("HOMEOWNER") and the COUNTY OF RIVERSIDE, a political subdivision of the state of California ("COUNTY").

RECITALS

- I. **WHEREAS**, on June 14, 2024, the United States Department of Agriculture, Rural Housing Service, (USDA) published a Notice of Funding Availability for the Section 533 Housing Preservation Grant (HPG) for Fiscal Year 2024 authorized under 533 of the Housing Act of 1949, as amended and pursuant to the Consolidated Appropriations Act, 2024 (Pub. L. 118– 42); 42 U.S.C. 1490m, and 7 CFR part 1944, subpart N;
- II. **WHEREAS**, on September 17, 2024 (Minute Order 3.18), the Board of Supervisors authorized the acceptance of the Program Award from the USDA for the Section 533 Housing Preservation Grant (HPG) Program in a Grant Amount Not to Exceed \$160,254 to operate a Rural Housing Repair Program ("RHR PROGRAM" or "PROGRAM"), in conjunction with the HEP PROGRAM, for the repair or rehabilitation of housing owned or occupied by low- and very-low-income;
- III. **WHEREAS**, COUNTY will grant to qualified households residing in rural areas of the County an amount not exceeding twenty five thousand (\$25,000), in accordance with the RHR PROGRAM;
- IV. **WHEREAS**, HOMEOWNER 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 **single-family home**;
- V. **WHEREAS**, COUNTY has established a bidding process to attract qualified contractors to provide such home rehabilitation services for the PROGRAM and HOMEOWNER has signed an agreement with a contractor ("Contractor") participating in the PROGRAM for the rehabilitation of the PROPERTY;

RHR Program
Covenant Agreement

- VI. **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;
- VII. **WHEREAS**, HOMEOWNER wishes to participate in the PROGRAM and receive financial assistance to pay costs for home rehabilitation and enhancement services provided to the PROPERTY;
- VIII. **WHEREAS**, the Parties desire to enter in this AGREEMENT to provide for the GRANT of the PROGRAM funds by COUNTY to HOMEOWNER for the rehabilitation of the PROPERTY as more specifically set forth below;
- IX. **WHEREAS**, the undersigned HOMEOWNER 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");
- X. **WHEREAS**, COUNTY and HOMEOWNER entered into that certain Homeowner Grant Agreement for the County of Riverside Rural Housing Repair Program dated **Insert Date** ("Grant Agreement"), wherein, COUNTY provided HOMEOWNER a grant in the amount of **\$amount** in RHR PROGRAM funds ("PROGRAM 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, HOMEOWNER is required to occupy the Property as HOMEOWNER's principal residence for a period of five (5) years and, in the event, HOMEOWNER no longer occupies the Property, ensure that the Property remains occupied by a low-income household for the same period; and
- XII. **WHEREAS**, COUNTY and HOMEOWNER desire to memorialize HOMEOWNER'S obligation to maintain the use and affordability restrictions related to the Property pursuant to the Grant Agreement, as more particularly set forth below.

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

ARTICLE 1 – TERMS OF AFFORDABILITY

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

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

- b) **Affordability.** For a period of no less than five (5) years measured from the date this Agreement is 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/Homeowner (as defined in Sections (e) and (f) below. In addition, during the Affordability Period, any Transfer of the Property by the HOMEOWNER or any subsequent HOMEOWNER shall be subject to the provisions of this Agreement. Any subsequent HOMEOWNER shall qualify as an Eligible Purchaser as the term is defined in Section (d) below.
- c) **Non-Permitted Transfer Defined.** "Non-Permitted Transfer" shall mean any sale, assignment, conveyance, lease, or transfer, voluntary or involuntary, of any interest in the Property, including unpermitted financing or refinancing of the Property. Without limiting the generality of the foregoing, non-permitted transfer shall include:
 - (i) A transfer by devise, inheritance or intestacy to a party who does not meet the definition of Low-Income Household (defined below);
 - (ii) A life estate;
 - (iii) Creation of a joint tenancy interest;
 - (iv) A gift of all or any portion of the Property;
 - (v) Any voluntary conveyance of the Property; or
 - (vi) A refinance of any mortgage loan encumbering the Property not approved in writing by the COUNTY.
- d) **Permitted Transfer Defined.** "Permitted Transfer" shall mean the following transfers of title or interests therein:
 - (i) A transfer resulting from the death of HOMEOWNER where the transfer is to the spouse who is also a HOMEOWNER;
 - (ii) A transfer by the HOMEOWNER to his/her spouse where the spouse becomes the co-owner of the Property and enters into an assumption agreement relating to any existing mortgage loans and this Agreement;
 - (iii) A transfer resulting from a decree of dissolution of the marriage or legal separation or from a settlement agreement incidental to such a decree which requires the HOMEOWNER to continue to make loan payments by which a spouse who is an obligor becomes the sole HOMEOWNER of the Property; or
 - (iv) A transfer into an inter vivos trust in which the HOMEOWNER or HOMEOWNERS are beneficiaries.
- e) **Low Income Defined.** "Low Income" shall mean a household having an income equal to or less than the 80% Median-Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) section 570.3.
- f) **Eligible Purchaser Defined.** "Eligible Purchaser" shall mean a household that meets all of the following qualifications:

- (i) A household who intends to occupy the Property as its principal place of residence; and
- (ii) A household with an income equal to or less than the 80% Median-Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) section 570.3. Income is subject to verification by the COUNTY; and
- (iii) A household that pledges not to lease or rent the Property during the five (5) year Affordability Period.

ARTICLE 2 - MAINTENANCE REQUIREMENTS

- a) **Maintenance of Property.** HOMEOWNER shall, for the term of this Agreement, at its sole cost and expense, maintain the PROPERTY and the improvements thereon, including, without limitation, the buildings, fencing, parkways, landscaping, driveways, garages, carports, and lighting, in first class condition, and in decent, safe, and sanitary condition.
- b) **Interior Maintenance.** HOMEOWNER shall, for the term of this Agreement, maintain the interior of the dwelling unit(s) located on the PROPERTY in a decent, safe, and sanitary condition and shall immediately correct any health and safety code violations identified by staff of the COUNTY of Riverside.
- c) **Exterior Maintenance.** HOMEOWNER shall, for the term of this Agreement, keep the Property free from the accumulation of debris and waste materials. All exterior, and painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking, peeling, and defacing marks. No building, patio, balcony, wall, fence, or yard area, including parkways, shall be left in an unmaintained condition so that any of the following exist:
 - (i) Buildings abandoned, boarded up, partially destroyed, or left unreasonably in a state of partial construction;
 - (ii) Abandoned or non-operational vehicles;
 - (iii) Unpainted buildings or buildings with peeling paint;
 - (iv) Cause dry rot, warping, and termite infestation;
 - (v) Constitute an unsightly appearance that detracts from the aesthetic or property values of neighboring properties;
 - (vi) Broken windows, constituting hazardous conditions and/or inviting trespassers and malicious mischief;
 - (vii) Broken or discarded furniture, appliances, and other household equipment stored for periods exceeding one (1) week;
 - (viii) Packing boxes, lumber, trash, dirt, and other debris stored for periods exceeding one (1) week; and
 - (viii) Unscreened trashcans, bins, or containers stored for periods exceeding fifteen (15) days in areas visible from public streets and common areas.
- d) **Graffiti Removal.** All graffiti, and defacement of any type, including marks, words, and pictures, shall be removed and any necessary painting or enhancement completed within the earlier of seventy-two (72) hours of their creation or within forty-eight (48) hours after notice to HOMEOWNER from COUNTY.

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

ARTICLE 3 – TAXES AND INSURANCE.

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

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

ARTICLE 4-TRANSFER

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

designate. The HOMEOWNER has the right to withdraw the Notice of Intent to Transfer prior to the opening of escrow to purchase the Property.

- b) **County's Options to Designate an Eligible Purchaser.** In the event the HOMEOWNER wishes to sell the Property within the Term of this Agreement period, HOMEOWNER shall use best efforts and shall have the right to sell the Property to an Eligible Purchaser. In the event the HOMEOWNER proposes to Transfer the Property to a purchaser or a transferee who is not an Eligible Purchaser, the COUNTY shall have the right to terminate the Agreement and demand **Repayment of Grant upon Default** as defined in Article 8, paragraph b, The COUNTY shall have the right but not the obligation to exercise the rights granted herein in its sole and absolute discretion.
- c) **Designation of Eligible Purchaser.** Upon receipt of the Notice of Intent to Transfer, the COUNTY shall have the right, but not the obligation, to designate an Eligible Purchaser to purchase the Property in the manner set forth hereunder, if the HOMEOWNER proposed transferee is not an Eligible Purchaser. The notification to HOMEOWNER regarding the option to designate an Eligible Purchaser shall be sent by certified mail, return receipt requested.
- d) **Receipt of Notice of Intent to Transfer.** Within thirty (30) days of receipt by the COUNTY of the Notice of Intent to Transfer, the COUNTY shall: (1) determine whether the proposed transferee is an Eligible Purchaser; (2) inspect the Property during reasonable hours, upon five (5) days advance notice to HOMEOWNER, HOMEOWNER shall permit the COUNTY access to the Property for such purposes; and (3) notify the HOMEOWNER regarding whether or not the COUNTY intends to exercise its right to demand **Repayment of Grant upon Default** as defined in Article 8, section b.

ARTICLE 5 - NON-DISCRIMINATION

- a) HOMEOWNER covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof or interest therein, that HOMEOWNER shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, disability, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations. [Title VI of the Civil Rights Act of 1964 and OMB Approval 2535-0113]
- b) In addition, HOMEOWNER covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof or interest therein, there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, source of income, veteran or

military status, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall HOMEOWNER, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

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

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

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

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

ARTICLE 6 – TERM

- a) **Term.** The term of this Agreement shall be for five (5) years from the date of recordation of this Agreement in the Official Records of Recorder's Office of the County of Riverside

("Term"), at which time this Agreement shall expire by its own terms. That notwithstanding, the covenants against discrimination set forth in Article 5 shall run in perpetuity.

- b) **Non-liability of the County.** In no event shall the COUNTY become in any way liable or obligated to the HOMEOWNER or to any successor-in-interest of the HOMEOWNER by reason of its rights set forth in this Agreement to the HOMEOWNER or any successor-in-interest of the HOMEOWNER for the COUNTY's failure to exercise any such rights set forth herein.
- c) **Binding on Successor and Assigns.** This Agreement shall bind, and the benefit hereof shall inure to the HOMEOWNER, and to his/her or their respective heirs, legal representative executors, successors in interest and assigns, and to the COUNTY and its successors except as provided in Article 4 paragraph (d)(3). Provided, however, upon a release of this Agreement pursuant to Article 8 paragraph (b), this Agreement shall not thereafter reattach.
- d) **Invalid Provisions.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- e) **Controlling Law.** The terms of this Agreement shall be interpreted under the laws of the State of California
- f) **Interpretation of Restrictive Covenants.** The terms of this Agreement shall be interpreted to encourage to the extent possible that the maximum sale price of and mortgage payments for the Property remain affordable to households having an income equal to or less than the 80% Median-Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) section 570.3.

ARTICLE 7 - SUCCESSORS AND ASSIGNS

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

ARTICLE 8 - DEFAULT AND REMEDIES

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

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

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

- b) **Repayment of Grant upon Default.** In the event of default, HOMEOWNER shall be required to pay to COUNTY the entire amount of a Grant herein disbursed on behalf of the HOMEOWNER to a contractor pursuant to the Grant Agreement referred to herein as ("Repayment of Grant upon Default"). Such payment shall be delivered to the COUNTY no later than fifteen (15) days after the notice is mailed to HOMEOWNER and any outstanding amounts shall be a lien against the Property until repaid, with interest at the highest rate permitted by law. Upon payment in full of the amounts owing to the COUNTY, COUNTY shall release this Agreement and the Grant Agreement from the Property (the "Notice of Release"). The COUNTY shall record the Notice to Release with the County Recorder of the County of Riverside.
- c) **Nuisance.** The result of every act or omission whereby any of the covenants contained in this Agreement are violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any HOMEOWNER or its successors in interest, without derogation of COUNTY's rights under law.
- d) **Right of Entry.** In addition to the COUNTY's right of entry under the Grant Agreement, to the extent permitted by law, following thirty (30) days written notice to the HOMEOWNER specifically outlining the noncompliance with this Agreement, the COUNTY shall also have the right of entry at reasonable hours to enforce compliance and affect the enhancements or maintenance which HOMEOWNER has failed to perform. If at any time, HOMEOWNER

fails to maintain the PROPERTY in accordance with the Agreement and such condition is not corrected within five (5) days after written notice from COUNTY with respect to graffiti, debris, waste material, and general maintenance; or thirty (30) days after written notice from COUNTY with respect to landscaping and building improvements, maintenance of a nuisance, or other violation, then COUNTY, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the PROPERTY and perform all acts and work necessary to protect, maintain and preserve the improvements and landscaped areas on the PROPERTY.

- e) **Costs of Enhancement.** The costs borne by COUNTY from such acts and work of protection, maintenance, and enhancement pursuant to Article 8, paragraph f, including a reasonable administrative charge, shall become a charge, which HOMEOWNER shall promptly pay upon demand and, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.
- f) **Cumulative Remedies.** The remedies herein provided for breach of the covenants contained in this Agreement shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
- g) **Failure to Enforce.** The failure to enforce any of the covenants contained in this Agreement shall be not constituted a waiver of the right to enforce the same thereafter and HOMEOWNER hereby waives and releases any statute of limitations defense in connection with any COUNTY action or proceedings to protect, assert or enforce any rights or remedy contained herein and in the Grant Agreement.

ARTICLE 9 – GENERAL PROVISIONS

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

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

- b) **Request for Notice of Default and Sale.** The COUNTY shall cause a Request for Notice for Default and Sale to be recorded on the Property subsequent to the recordation of any First Lien deed of trust or mortgage requesting a statutory notice of any notice of default and any notice of sale as set forth in California Civil Code Section 2924b. The recordation of the Request for Notice for Default and Sale shall not be deemed to waive the COUNTY's right to receive any other notices required by statute or otherwise.

- c) **Additional Encumbrances.** The initial HOMEOWNER and any subsequent HOMEOWNER subject to these Agreements may not encumber the Property without the prior written consent of the COUNTY.
- d) **Monitoring.** During each fiscal year for the next five (5) years, the HOMEOWNER can be selected for a random compliance review. The annual reporting period is from July 1st to June 30th. If selected, the HOMEOWNER shall report to the COUNTY, in writing, confirm that they continue to reside in the Property, have not leased or rented the Property, provide evidence of insurance, evidence of the payment of taxes, if not impounded, and provide any and all other information reasonably requested by the COUNTY to assure compliance with the terms of the Agreement on a form or forms prepared by the COUNTY. Within fifteen (15) days of a written request from the COUNTY to the HOMEOWNER, HOMEOWNER shall respond with all information requested to allow the COUNTY to complete its monitoring responsibilities under the terms of the Agreement. Failure to completely and timely comply with requests shall be deemed a material default under the terms of the Agreement.
- e) **Enforcement.** If a violation of any of the covenants or provisions of this Agreement remains uncured after the respective time period set forth in Article 8, COUNTY and its successors and assigns, without regard to whether the COUNTY or its successors and assigns is a HOMEOWNER of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by HOMEOWNER of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.
- f) **Covenants Running 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 HOMEOWNER, its successors, and assigns, to or of HOMEOWNER's interest in the Property, or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. The COUNTY shall be deemed the beneficiary of the covenants, conditions, and restrictions of this Agreement both for and in its own right and for the purposes of protecting the interests of the community. The covenants, conditions, and restrictions shall run in favor of the COUNTY, without regard to whether the COUNTY has been, remains, or is a HOMEOWNER of any land or interest therein in the Property. Except as provided in the preceding sentence, the covenants, conditions, and restrictions contained in this Agreement shall not benefit nor be enforceable by any other HOMEOWNER of real property except the COUNTY.

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

HOMEOWNER(s)

By: _____ By: _____
INSERT HOMEOWNER NAME INSERT HOMEOWNER 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

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State of California
County of Riverside

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(Notary)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
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instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

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

Lot 242 of Tract #2337, as shown by map on file in Book 43 of Maps, pages 45 to 49 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. Ingebretsen and Dorothy B. Ingebretsen, filed for record February 13, 1958, as Instrument No. 10504.

ALSO KNOWN AS: **98800 Yawl Ave., Mecca, CA 92254**

A.P.N.: **721-261-02**

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: 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 “E”
Rural Housing Repair Program
Right of Enter Authorization

**RURAL HOUSING REPAIR PROGRAM (RHR)
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 RHR 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 RHR 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



RHR Pre-Renovation Form

PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME PAMPHLET RECEIPT

☐ I have received a copy of the "Protect your Family From Lead in Your Home" 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 Rural Housing Repair Program (RHR) 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
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

Inspection Write-Up

44-199 Monroe St.
Suite B, Indio, CA
92201



<Program Manager Name>

Telephone: <Program Manager Phone Number>

Program Manager to Select All Applicable Programs:

Home Enhancement Program
Rural Housing Repair Program
Home Rehabilitation Program

Homeowner(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 homeowner(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

| | | | Inspector to Complete | |
|---|-----------------------|------------|-----------------------|-------------|
| Item No. | Work Item Description | Size/Specs | Unit Price | Total Price |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL ESTIMATED PROJECT COST | | | | |
| Type of Organization: _____ | | | | |
| Signature: _____ Title: _____ Date: _____ | | | | |

EXHIBIT “H” – Work Write Up

Work Write-Up

Program Manager to Select All Applicable Programs:

Home Enhancement Program
Rural Housing Repair Program
Home Rehabilitation Program



44-199 Monroe St. Suite B Indio, CA 92201

<Program Manager Name>

Telephone: <Program Manager Phone Number>

Homeowner(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>

Statement of Work

| | | | Contractor to Complete | |
|----------|--------------------------------|--|------------------------|-------------|
| Item No. | Work Item Description | Unit (e.g., per Square Foot, Linear Foot, Cubic Yard, Each, Lump Sum) | Unit Price | Total Price |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | PERMITS | | | |
| | LABOR | | | |
| | Other Charges (Specify) | | | |
| | Total Sum of Bid Items | | | |

The undersign hereby proposes to furnish all labor, materials, equipment, and methods necessary for constructing all Work specified at the bid prices and the Completion Date set forth hereafter. Quantities are estimates and must include all costs for labor, materials, tools, equipment, incidentals, to be verified by the contractor. The undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees.

Contractor to obtain all required permits prior to beginning work and call the applicable Building Department for all required inspections. All prices include cost of all applicable permits. Contractor to ensure that all work is completed in compliance with all applicable codes, statutes, and related requirements, and in accordance with federal, state, and local laws, rules, and regulations. Contractor must warranty all parts and labor for a minimum of one (1) year.

Type of Organization: _____

Signature: _____ Title: _____ Date: _____

Contractor's License #: _____ Classification: _____ Expiration Date: _____

DIR Registration #: _____

EXHIBIT “I” – Pre-construction Conference Letter

<DATE>

<HOMEOWNER(S)>

RHR Program Participant

<HOMEOWNER(S) ADDRESS>

<HOMEOWNER(S) CITY STATE ZIP>

<CONTRACTOR CONTACT

<CONTRACTOR>

<CONTRACTOR ADDRESS>

<CONTRACTOR CITY STATE ZIP>

RE: PRECONSTRUCTION CONFERENCE

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

This meeting is scheduled to form an agreement between the Homeowner(s), the Contractor, and the Funding Source (COUNTY). The Homeowner(s) will enter into all necessary agreements with COUNTY to provide for project financing. Homeowner(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. Homeowner(s) must sign and notarize a Covenant Agreement to encumber and be recorded against Homeowner's property;
2. Contractor must receive delivery, from COUNTY, of a Statement of Work "Work Write-Up", signed by Homeowner(s) and COUNTY, identifying the scope or work;
3. Contractor must receive delivery, from COUNTY, of a written Authorization to Proceed. (Notice to Proceed); and
4. Contractor will receive from COUNTY Homeowner(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 Contractor Agreement/Work Write Up;
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;
3. All construction shall be completed within ninety (90) days of the date of the Notice to Proceed;

4. All construction shall be completed within industry acceptable workmanlike standards and shall be ensured final approval by Transportation Land Management Agency (Building & Safety);
5. COUNTY shall not be responsible for payment of any work or material or equipment that is not expressly delineated on the Contractor Agreement/Statement of Work "Work Write-Up" or that is not expressly and in writing approved by COUNTY via properly authorized Change Order;
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;
2. COUNTY shall retain an amount not less than twenty-five percent (25%) of the purchase until final payment and upon final approval;
3. COUNTY will only disburse funds for progress payment upon completion of work;
4. For final payment, COUNTY will require a full and complete invoice from Contractor in the amount of balance due;
5. For final payment, COUNTY will require a final site visit and inspection together with Contractor, Homeowner(s), and COUNTY;
6. For final payment, COUNTY will require a complete and executed copy of Job Card;
7. For final payment, COUNTY will require Homeowner's assent to final payment evidenced by signed Project Completion Form and Final Approval of Work Completed - Authorization to Release Funds;
8. COUNTY will require a minimum of thirty (30) days to deliver payment to Contractor; and
9. COUNTY shall require that Contractor deliver all warranties, express and implied, to Homeowner(s) prior to final payment.

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

HOMEOWNER(S)

CONTRACTOR

Sincerely,

<Rural Housing Repair Program Manager>

EXHIBIT “J”
Rural Housing Repair Program
Work Approval and Fund Release Form



Rural Housing Repair 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) Rural Housing Repair Program (RHR Program). HWS has been authorized to manage and oversee this Program. The Program is designed to assist eligible homeowners with low- and very low-income in rural areas of Riverside County for purposes which include, but are not limited to, energy conservation measures, repair or replacement of sanitary water and waste disposal systems, electrical wiring and other items necessary to bring their homes into code compliance. 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. The 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 homeowner(s) and HWS, Partner Agency or the contractor, the HWS will be the final authority for the program.

Initial Approval of Work Proposed

Homeowner(s) Name: _____

Home Address: _____
Street City State Zip

Mailing Address (if different from home address): _____

Home Phone: _____ Work Phone: _____

Homeowner signature: _____ Date: _____

Homeowner signature: _____ Date: _____

RHR Program Manager: _____ Date: _____

Final Approval of Work Completed

Authorization to Release Funds to Contractor(s)

Homeowner(s) Signature: _____ Date: _____

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 Rural Housing Repair Program Work Write-Up: at the residential property of:

<HOMEOWNER(S)>
<HOMEOWNER(S) ADDRESS>
<HOMEOWNER(S) CITY STATE ZIP>
<HOMEOWNER(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 (60) 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 Hom enhancement Program/Rural Housing Repair 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

☒ Home Enhancement Program
(HEP Program)

☒ Rural Housing Repair Program
(RHR Program)

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

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

Change Order Number: _____

Contractor:

Homeowner(s):

DESCRIPTION OF ADDITIONAL WORK (PLEASE ATTACH PROPOSAL)

TIME EXTENSION REQUESTED

30 Days

Verbal Approval Obtained from Homeowner(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 "N"

EXHIBIT “M” – Project Completion Form



PROJECT COMPLETION FORM
Rural Housing Repair Program

Date: _____ **Staff:** _____ **Phone number:** _____
Homeowner(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. If the homeowner(s) fails to give the contractor a reasonable opportunity to correct a problem or engages another contractor to work on equipment or systems without first calling the contractor who performed the work through the County program, the homeowner(s) may risk rendering warranties null and void.

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

The contractor shall leave with the homeowner(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 homeowner(s) must contact the contractor directly for this information.

REMINDER TO THE HOMEOWNER(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 RHR Customer Service Survey. Continued support for these types of programs is based on people like you letting us know how important and needed these programs really are.

Homeowner(s) Signature Date Contractor Signature Date

Acknowledgment of Benefits
Rural Housing Repair Program

Homeowner(s): _____ **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 Rural Housing Repair 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.

| | |
|--------------------------------------|-------------|
| <u>Homeowner Name/Signature Here</u> | <u>Date</u> |
| <u>Homeowner Name/Signature Here</u> | <u>Date</u> |

Attachment:
HEP/RHR Statement of Work "Work Write-Up"
Change Order (s) insert Change Order #

EXHIBIT “N” – Ultimate Recipient File Checklist

Ultimate Recipient File Checklist

Date(s) Reviewed FY _____ Qtr 1 _____ Qtr 2 _____ Qtr 3 _____ Qtr 4 _____

Recipient Name _____ Date _____

State _____ County _____ Grant Amount _____

The Ultimate Recipient File Checklist may be used by grantees as a guide for ultimate recipient casefile management, and Rural Development (RD) offices can use this checklist as a guide for ultimate recipient file reviews. RD should review completed ultimate recipient files on a quarterly basis for compliance. The number of files to be reviewed should be a 25% sample or two ultimate recipient files, whichever is greater.

Ultimate recipient applications will be processed on a first come, first served basis. At a minimum, applications used by the grantee to determine if financial assistance will be made available to eligible homeowners, owners of single or multi-unit rental properties or owners of cooperative housing projects (co-ops) and will contain the following:

- ☐ Name and address of the proposed recipient(s);
- ☐ Age and number of the persons living in the dwelling or unit to be assisted with HPG funds for all or part of the next 12 months;
- ☐ For homeowners, the income requirements outlined in § 1944.661(a) of this subpart,
 - ☐ Verification of very-low or low income.
- ☐ Verification the ultimate recipient's property is in an eligible rural area, see ([Eligibility \(usda.gov\)](https://www.usda.gov/eligibility)).
- ☐ Verification of Ownership [§ 1944-661\(b\)\(1\) through \(5\)](#):
 - ☐ Copy of instrument evidencing ownership;
 - ☐ Owner of the individual dwelling at least 1 year prior to the time of assistance.
- ☐ Application form used includes demographic data and information collection requirements:
 - ☐ Ethnicity:
 - ☐ Hispanic or Latino;
 - ☐ Not Hispanic or Latino.
 - ☐ Race:
 - ☐ American Indian or Alaskan Native;
 - ☐ Asian;
 - ☐ Black or African American;
 - ☐ Native Hawaiian or Other Pacific Islander;
 - ☐ White.
 - ☐ Sex:
 - ☐ Female;
 - ☐ Male.
 - ☐ I do not wish to provide this information.
 - ☐ Statement that recipient is providing this information on a voluntary basis:
 - ☐ Sample language: "The following information is requested by the Federal

Government to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race, ethnicity and sex of applicants based on visual observation or surname.

- Signature of Applicant(s).
- Verification of Notification to recipient(s) - The grantee will determine if an application is complete within 30 days of receipt.
 - Incomplete applications. All recipients who are determined by the grantee to have submitted an incomplete application will be notified in writing as to the reason(s) the application was incomplete. The applicant will be given the opportunity to complete their application and submit new or additional information within a stated period of time in an effort to achieve eligibility. Any application resubmitted will fall within the normal selection criteria determined by the grantee.
 - Complete applications - Recipients with complete applications (those meeting all the grantee's criteria) will be notified in writing whether the applicant was:
 - Selected for financial assistance,
 - Placed on a waiting list for financial assistance subject to the availability of funds, or
 - Not selected for financial assistance.
 - Recipients not selected for financial assistance - Recipients will be given the specific reason(s) for rejection and given the opportunity to have their determination reviewed by the grantee. If the rejection is based on information from a credit bureau report, it must be revealed to the recipient in accordance with the Fair Credit Reporting Act. Rejection of recipients on an arbitrary basis is prohibited. Examples of such arbitrary rejections are race, color, religion, sex, familial status, national origin, and handicap; receipt of income from public assistance; and persons with children of undetermined parentage.

Environmental:

- Documentation the EPA pamphlet, "Protect your Family From Lead in Your Home" was provided to recipient (Not required for homes newer than 1978).
- Lead Based Paint (LBP) inspection report, risk assessment, and/or clearance inspection reports when applicable.
- Complete FEMA Form 086-0-93 "Standard Flood Hazard Determination" with copy of flood map.
- Evidence of environmental review of each home per RD Instruction 1944-N, Exhibit C, paragraph VII:
 - RD Instruction 1970-B Exhibit D "Categorical Exclusion"
 - Environmental Assessment (If Applicable).
- Evidence that the home is not historic/consultation with SHPO per RD Instruction 1944-N, Exhibit F-1 of this subpart and RD Instruction 2000-FF, available in any Rural Development Office.
- Documentation of Environmental and Historical Review (If environmental

assessment was not needed) “We have considered this dwelling under Rural Development's environmental and historic preservation requirements for a HPG, see §§ 1944.672 and 1944.673 of this subpart) and an environmental assessment is not required. The review was completed in accordance with the process to identify properties requiring a Rural Development environmental assessment approved with our statement of activities.

Civil Rights:

- ☐ The following forms are issued to the contractor for construction contracts over \$10,000 per § 1901.205:
 - ☐ Form RD 400-1 Equal Employment Agreement;
 - ☐ Form RD 400-3 Notice to Contractors and Applicants (Attach the Equal Opportunity Poster and supplemental poster);
 - ☐ Form RD 1924-5 Invitation to Bid (Optional);
 - ☐ Form RD 1924-6 “Construction Contract” only required when invitation to bid is exercised;
 - ☐ Form RD 400-6 Compliance Statement – Contractor or subcontractor will submit to State Office;
 - ☐ “Know Your Rights” Poster;
 - ☐ Grantee will report to the Department of Labor when contracts exceed \$10,000.

Specification Review:

- ☐ Cost estimate by line item.
- ☐ Accepted contractor's quote.

Photos:

- ☐ Before.
- ☐ After.

Construction Work:

- ☐ Construction contract from contractor or vendor.
- ☐ Repairs must be completed exactly as described in the construction contract. The description of repairs must include and adequately describe ALL work to be performed.
- ☐ Invoices.
- ☐ Warranties for construction work, products and equipment.

Final Inspection:

- ☐ All repairs must be inspected by a disinterested third-party, which could be a local building/code enforcement official or a qualified contract/fee inspector.
- ☐ Inspection report should be filed in ultimate recipient file.

Filing of Ultimate Recipient Applications. Ultimate Recipient applications and all additional data submitted, determinations, correspondence, etc. will be maintained by the grantee in individual recipient files in accordance with 2 CFR Part 200. The information will be made available to Rural Development for review during normal hours.

Date _____

Name of Reviewer _____

Signature of Reviewer _____