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

ITEM: 3.28
(ID # 28776)
MEETING DATE:
Tuesday, December 16, 2025

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve the Allocation of $1,000,000 in Riverside County General Funds to Lift to Rise, a California Public Nonprofit Benefit Corporation, for the We Lift Housing Catalyst Fund and the Housing Collaborative Action Network; and Approve the Form of the Subrecipient's Agreement for the Use of County General Funds for the We Lift Housing Catalyst Fund and the Housing Collaborative Action Network; All Districts. [$1,000,000 – 100% Department Budget]; CEQA Exempt (Clerk of the Board to File the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Subrecipient Agreement for the Use of County General Funds for the We Lift Housing Catalyst Fund and the Housing Collaborative Action Network (Subrecipient's Agreement) does not constitute a project under California Environmental Quality Act (CEQA) and Section 15004(b) of the CEQA Guidelines in that it does not vest any development rights or result in the physical change in the environment, requires a developer to comply with CEQA and obtain all land use entitlements from the local jurisdiction as the lead agency, and does not commit the lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA;

Continued on Page 2
ACTION:Policy

Heidi Marshall, Director 12/1/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Spiegel, Washington, Perez, and Gutierrez
Nays:	None
Absent:	Medina
Date:	December 16, 2025
xc:	HWS, Recorder, State Clearinghouse

Kimberly A. Rector
Clerk of the Board
By: _____ Deputy

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the grant in the amount of $1,000,000 of the County's General Fund allocation to Lift to Rise, a California nonprofit public benefit corporation, to support the We Lift Housing Catalyst Fund and the Housing Collaborative Action Network, for the purpose of advocating and supporting development of affordable housing units throughout the County of Riverside;

3. Approve the attached form of Subrecipient Agreement between the County of Riverside and Lift to Rise;

4. Authorize the Director of the Housing and Workforce Solutions (HWS), or designee, to execute the Subrecipient Agreement on behalf of the County, substantially conforming in form and substance to the attached Subrecipient Agreement, subject to approval as to form by County Counsel;

5. Authorize the Director of HWS, or designee, to take all necessary steps to implement the Subrecipient Agreement, including but not limited to, signing subsequent necessary and relevant documents, including Covenant Agreements, subject to approval as to form by County Counsel; and

6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) business days of approval.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$1,000,000	$ 0	$1,000,000	$ 0
NET COUNTY COST	$1,000,000	$ 0	$1,000,000	$ 0
SOURCE OF FUNDS: Department Budget (100%)			**Budget Adjustment:**	No
			For Fiscal Year:	2025/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Lift to Rise, a California nonprofit public benefit corporation, established the Coachella Valley Housing Catalyst Fund to accelerate the production of affordable housing throughout the Coachella Valley due to severe shortage of rental homes affordable and available to low-income households in which many are rent-burdened, spending more than half of their income on housing, and sacrificing necessities such as healthy food and healthcare to pay rent.

On May 24, 2022 (Minute Order 3.15), the Board of Supervisors partnered with Lift to Rise to support the Coachella Valley Housing Catalyst Fund to promote housing stability and economic mobility for Riverside County residents through a $2,000,000 contribution in American Rescue Plan Act ("ARPA") funds for a revolving loan fund for the pre-development, acquisition, and development of affordable housing units in impacted communities, and to attract investment and spur further development. In addition, Lift to Rise was able to secure an additional $15 million

from the State for this revolving loan fund, that has resulted in the production of 808 units of affordable housing and $386 million in total investment.

On June 24, 2025 (Minute Order 3.5), the Board of Supervisors approved the Recommended Budget revisions, including fully funding a request for $1,000,000 from General Funds, to Lift to Rise to replicate and expand the success of the Coachella Valley Housing Catalyst Fund to support and develop affordable housing throughout the County of Riverside renamed as the We Lift Housing Catalyst Fund and partner with the Housing Collaborative Action Network ("the Housing CAN"). As a subrecipient, Lift to Rise's core functions will be to convene and build the housing coalition; aggregate a pipeline of regional affordable housing development underway; develop strategy for increasing affordable housing production and aligning capital and resources; engage in market-building activity, provide technical assistance and capacity building support to affordable housing developers and municipalities; and engage in advocacy for state, federal, and philanthropic resources.

The County Department of Housing and Workforce Solutions (HWS) will monitor the performance of Lift to Rise as the Subrecipient against goals and performance standards as provided in the Subrecipient Agreement. Substandard performance as determined by HWS shall constitute noncompliance with the Subrecipient Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by HWS, contract suspension or termination procedures will be initiated.

Staff recommends that the Board approve allocation of funding and the Subrecipient Agreement. County Counsel has reviewed and approved as to form the attached Subrecipient Agreement.

Impact on Residents and Businesses

Approving this item will have a positive impact on the citizens and businesses of Riverside County by bringing much needed affordable housing to the region.

SUPPLEMENTAL:

Additional Fiscal Information

Funding for the Subrecipient Agreement will come from County's General Fund.

ATTACHMENTS:

- Form of the Subrecipient Agreement for the Use of County General Funds
- Notice of Exemption

Stacey Pena
Stacey Pena, EO Management Analyst 12/9/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 12/9/2025

SUBRECIPIENT AGREEMENT
FOR THE USE OF COUNTY GENERAL FUNDS
FOR THE WE LIFT HOUSING CATALYST FUND AND
THE HOUSING COLLABORATIVE ACTION NETWORK

This SUBRECIPIENT Agreement ("Agreement") for the Use of Riverside County General Funds pursuant to the County of Riverside's Fiscal Year 2025/26 Adopted Budget, hereinafter "FY 25/26 Budget", for the purpose of developing affordable housing through the We Lift Housing Catalyst Fund ("WLHCF") and the Housing Collaborative Action Network ("the Housing CAN"), is made and entered into as of the Effective Date (defined herein), by and between, County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Lift to Rise, a California nonprofit public benefit corporation, hereinafter referred to as "SUBRECIPIENT".

DEFINITIONS

- "Top loss" means an income statement expense set aside as an allowance for uncollected loans and loan payments;
- "Credit enhancement" means the improvement of the credit profile of a structured financial transaction or the methods used to improve the credit profiles of such products or transactions;
- "Pre-development" means the required expenses which are incurred in the process of, and prior to, securing Construction or Permanent Financing for production, conversion, preservation, or rehabilitation of affordable housing;
- "Acquisition" means the purchase of land or building(s) for development as affordable housing;
- "Preservation" means the successful recapitalization of affordable rental housing in order to safeguard long-term affordability for current and future generations;
- "Rehabilitation" means an effort to make repairs to existing affordable housing stock including repairs needed to bring the housing into compliance with health and safety codes;

- "Construction" means the building of an affordable housing development including but not limited to multifamily apartment, single-family home, and mobile-home parks; "Permanent financing" means a long-term loan for affordable housing; and
- "CDFI" means a Community Development Financial Institution, which is a private financial organization driven by a mission to bring mainstream finance and economic inclusion to underserved communities.

RECITALS

WHEREAS, across the State of California and the County of Riverside, there is a severe shortage of affordable rental homes available to low-income households. Many of these households are extremely cost burdened, spending more than half of their income on housing, resulting in families having to sacrifice necessities such as healthy food and healthcare to pay rent;

WHEREAS, SUBRECIPIENT serves as the backbone organization of the Housing CAN, a coalition of over 70 cross-sector partners organized around a shared goal of producing 10,000 units of affordable housing within a 10-year period. In its role as backbone organization of the Housing CAN, SUBRECIPIENT's core functions are to convene and build the coalition, aggregate a pipeline of regional affordable housing development, develop strategy for increasing affordable housing production and aligning capital and resources, engage in market-building activity, provide technical assistance and capacity building support to affordable housing developers and municipalities, and engage in advocacy for state, federal, and philanthropic resources;

WHEREAS, on February 9, 2021 (Minute Order 3.1), the County of Riverside Board of Supervisors ("Board") adopted Resolution No. 2021-043 in support of the We Will Lift Regional Pledge for Housing Opportunity including a partnership with SUBRECIPIENT to promote housing stability and economic mobility for COUNTY residents in the Coachella Valley; and

WHEREAS, on May 19, 2022, COUNTY - along with the nine (9) cities of the Coachella Valley and more than 30 community groups - supported a State Budget proposal from SUBRECIPIENT requesting $15 million in State funding for an innovative regional housing

revolving loan fund known as the Coachella Valley Housing Catalyst Fund ("CVHCF"). SUBRECIPIENT established the CVHCF to accelerate the production of affordable housing throughout the Coachella Valley with the goal of producing 10,000 units within a 10-year period. The revolving loan fund is intended to attract investment and catalyze the development of affordable housing across the cities and numerous unincorporated communities in Riverside County;

WHEREAS, on May 24, 2022 (Minute Order 3.15), the Board of Supervisors partnered with Lift to Rise to support the CVHCF to promote housing stability and economic mobility for Riverside County residents through a $2,000,000 contribution in American Rescue Plan Act ("ARPA") funds for a revolving loan fund for the pre-development, acquisition and development of affordable housing units in impacted communities, and to attract investment and spur further development. In addition, Lift to Rise was able to secure $15 million from the State for this revolving loan fund, that has resulted in the production of 808 units of affordable housing and $386 million in total investment;

WHEREAS, on June 24, 2025 (Minute Order 3.5), the Board of Supervisors approved the Recommended Budget revisions including fully funding a request for $1,000,000 from General Funds to Lift to Rise to replicate and expand the success of the CVHCF to support and develop affordable housing throughout the County of Riverside renamed as the We Lift Housing Catalyst Fund ("WLHCF") and partner with the Housing CAN;

WHEREAS, SUBRECIPIENT shall use the Funds for a number of activities pursuant to the deliverables more specifically described in Exhibit A, Section II, attached hereto and incorporated herein by this reference, to drive the impact of the Housing CAN and WLHCF, including: 1) deployment of catalytic loan capital, 2) countywide pipeline aggregation and strategy development, 3) market building and technical assistance to jurisdictions and affordable housing developers, 4) strategic capital alignment and advocacy for state, federal, and philanthropic resources; and 5) coalition building and resident engagement;

WHEREAS, the housing units created by Funds from the WLHCF shall be reserved for

households making 120% or less of Area Median Income ("AMI") for the County of Riverside and will be subject to California's Department of Housing and Community Development ("HCD") regulations;

WHEREAS, the COUNTY, in its role as the source of the Funds, including its Department of Housing and Workforce Solutions ("HWS") and Executive Office, will monitor the performance of SUBRECIPIENT against goals and performance standards outlined in the Subrecipient Agreement; and

WHEREAS, SUBRECIPIENT, will be obligated to provide COUNTY with adequate financial, project, and performance documentation as needed for audit purposes.

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

1. PURPOSE AND USE OF FUNDS. The aforementioned Recitals are true and correct and incorporated herein by this reference. COUNTY has agreed to allocate to SUBRECIPIENT a maximum total amount of One Million Dollars ($1,000,000) for the Housing CAN and WLHCF, more specifically a revolving loan fund administered by SUBRECIPIENT, and may operate in partnership with a Community Development Fund Institution ("CDFI") as set forth below. SUBRECIPIENT promises and agrees to spur development of affordable housing in Riverside County by utilizing the sum of **$1,000,000** of the Funds to undertake a set of activities with defined deliverables to drive the impact of the WLHCF and the Housing CAN, as set forth in Exhibit A.

At least one affordability covenant or regulatory agreement shall be recorded in the Official Records of Recorder's Office of the County of Riverside ("Official Records") on each project receiving loan(s) from the WLHCF that utilize the Funds. One or more affordability covenants may be placed on the project by the California Tax Credit Allocation Committee ("CTCAC"), HCD, a city, or the COUNTY. On projects where no city or regulatory agency will be recording affordability covenants, SUBRECIPIENT shall ensure that the CDFI records an affordability covenant in the Official Records, substantially conforming in form and substance to the Covenant Agreement, attached hereto as Exhibit B, and incorporated herein by this

reference. When Funds are used for non-rental units (e.g., homeownership, co-op, or lease-to-purchase) the SUBRECIPIENT shall ensure, through the CDFI, city, or regulatory agency, that an affordability covenant is recorded in the Official Records on the unit at the time of sale of the unit. The covenant agreement shall be for a minimum of twenty (20) years and household incomes shall be verified at the transfer of property. The covenant agreement shall expire once the units have been held for twenty (20) years.

SUBRECIPIENT shall demonstrate to the COUNTY, at the COUNTY's sole and absolute discretion, that the money derived from the Funds is deemed fully expended in compliance with this Agreement.

2. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective Date, as defined in **Section 32** below, and unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect until one year after the Effective Date. COUNTY shall continue to monitor the use of Funds for an additional ten (10) years after the expiration of the Agreement, until **[10 YEARS AFTER EXPIRATION DATE]**. SUBRECIPIENT shall provide a report to COUNTY annually each fiscal year. The annual reporting obligations set forth above shall survive the termination and expiration of this Agreement.

3. PERFORMANCE AND OUTCOMES. SUBRECIPIENT shall proceed consistent with Section II as set forth in Exhibit A.

4. EXTENSION OF TIME. COUNTY may grant an extension, in its sole and absolute discretion, to the completion schedule for the purpose of completing SUBRECIPIENT's activities which are underway and cannot be completed during the term of this Agreement. SUBRECIPIENT shall request said extension in writing, stating the reasons therefore, and may be granted only by receiving written approval from COUNTY. Every term, condition, covenant and requirement of this Agreement shall continue in full force and effect during the period of any such extension.

5. RESERVED.

6. NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the COUNTY or SUBRECIPIENT is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

COUNTY	SUBRECIPIENT
Heidi Marshall, Director	Heather Vaikona, President & CEO
County of Riverside HWS	Lift To Rise
3403 Tenth Street, Suite 300	75-715 Merle Drive, Suite 100
Riverside, CA 92501	Palm Desert, CA 92211

7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall determine the final disbursement and distribution of all Funds received by COUNTY to support the WLHCF and the Housing CAN consistent with the provisions of Sections 1 and 2 of this Agreement. COUNTY, through HWS shall: (1) make payments of the Funds to SUBRECIPIENT as set forth in Exhibit A, and (2) monitor WLHCF-funded activities to ensure compliance with applicable State rules and regulations, and the terms of this Agreement.

8. PAYMENT OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT the sum specified in Section 1 to undertake a set of activities with defined deliverables to drive the impact of the WLHCF and the Housing CAN, as set forth in Exhibit A. In addition to the more specific reporting requirements set forth in the Agreement and Exhibit A, the SUBRECIPIENT

shall submit to the Director of HWS, no less than four (4) times a COUNTY fiscal year, a quarterly report in writing and a certified statement, in a format acceptable to the COUNTY, that sets forth in detail the total estimated expenditures to be made from the Funds, including but not limited to, payments to the CDFI and payments to affordable housing developers.

9. RECORDS AND INSPECTIONS.

a. SUBRECIPIENT shall establish and maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities. Said records shall be retained for a period of five (5) years from the date that the activity or program funded with the Funds is closed out by the COUNTY and reported as complete to the Board of Supervisors. Exceptions to the five-year retention period requirement if any litigation, claim, or audit is started prior to the expiration of the five (5) year period.

b. SUBRECIPIENT shall maintain a separate account for Funds received.

c. SUBRECIPIENT shall obtain an external audit from an independent Certified Public Accountant annually and provide an audited GAAP financial report annually to the COUNTY. The audit report shall be submitted to the COUNTY within 180 days after the end of COUNTY's fiscal year.

d. SUBRECIPIENT shall during normal business hours make available to COUNTY for examination and copying any and all of its records and other materials with respect to matters covered by this Agreement.

10. COMPLIANCE WITH LAWS AND REGULATIONS. The SUBRECIPIENT shall comply with all applicable federal, state, and local laws, regulations and ordinances. By executing this Agreement, the SUBRECIPIENT hereby certifies that it will adhere to and comply with the following as they may be applicable to a SUBRECIPIENT of the Funds allocated and shall pass down these requirements to all tiers of subcontractors, consultants, and subconsultants working under this Agreement:

a. Pursuant to California Government Code Section 12900 et seq., the SUBRECIPIENT will not discriminate against any employee or applicant for employment

because of race, color, religion, sex, national origin, ancestry, disability, medical condition, genetic information, marital status, sex, gender, gender identity, age, sexual orientation, or military/veteran status. SUBRECIPIENT shall ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin ancestry, disability, medical condition, genetic information, marital status, sex, gender, gender identity, age, sexual orientation, or military/veteran status. The SUBRECIPIENT 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, national origin, ancestry, disability, medical condition, genetic information, marital status, sex, gender, gender identity, age, sexual orientation, or military/veteran status. 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 SUBRECIPIENT 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-discrimination clause;

b. *Access to Records and Records Retention:* The SUBRECIPIENT, and any subconsultants or subcontractors, 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, applications for assistance, materials, papers, and records of the SUBRECIPIENT, and any subconsultants or subcontractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The SUBRECIPIENT, and any subconsultants or subcontractors, further agree to maintain and keep such books, documents, applications for assistance, 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 three (3) years after the

expiration of the term of this Agreement.

c. *Prevailing Wages:* SUBRECIPIENT shall comply with any applicable labor regulations and all other State laws in connection with the work which compromises the Project, including if applicable, requirements relating to prevailing wages. SUBRECIPIENT agrees and acknowledges that it is the responsibility of the SUBRECIPIENT to obtain a legal determination, at SUBRECIPIENT's sole cost and expenses as to whether prevailing wages must be paid for during the work. SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of and related to SUBRECIPIENT's failure to comply with any and all applicable prevailing wage requirements. The indemnification obligations set forth herein shall survive the termination and expiration of this Agreement.

11. ENVIRONMENTAL CLEARANCES. SUBRECIPIENT shall be responsible for obtaining any and all approvals, subsequent approvals, permits, environmental clearances in connection with any project funded with the Funds, in compliance with the California Environmental Quality Act, and including but not limited to, any and all applicable federal and state environmental laws and regulations. SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of and related to SUBRECIPIENT's failure to comply with any and all applicable environmental laws and regulations. The indemnification obligations set forth herein shall survive the termination and expiration of this Agreement.

12. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, Board of Commissioners, elected and appointed officials, employees, agents and representatives ("Indemnitees") from any liability whatsoever, based or asserted upon any acts, omissions, or services of SUBRECIPIENT, its officers, employees, CDFIs, contractors, subcontractors, agents, subconsultants, or representatives 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 arising from the performance of SUBRECIPIENT, its officers, employees, CDFIs, contractors, subcontractors, agents, subconsultants, or representatives, from this Agreement. SUBRECIPIENT shall defend, at its sole expense, all costs and fees including, but not limited, to attorneys' fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts, omissions, or services.

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

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

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

13. INSURANCE. Without limiting or diminishing the SUBRECIPIENT'S obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. In the event that WLHCF becomes a separate legal entity, the insurance provisions set forth herein shall be reviewed by the COUNTY and if appropriate, upon completion of COUNTY review, approved as a condition precedent to COUNTY's approval of the assignment.

a. Workers' Compensation:

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

b. Commercial General Liability:

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

c. Vehicle Liability:

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

d. General Insurance Provisions - All lines:

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

(ii). The SUBRECIPIENT'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed $500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

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

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

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

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

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

14. ELIGIBLE COSTS. Eligible uses of the Funds include the deployment of loan capital for pre-development, acquisition, preservation, rehabilitation, construction, and permanent financing costs, as well as top loss or credit enhancement, for WLHCF projects as set forth in Exhibit A, Section II(A). Additionally, the following uses of funds for activities in support of the WLHCF and the Housing CAN, shall be considered eligible uses of the Funds to support the Deliverables listed in Exhibit A, Sections II(A)1 through 5:

- Legal fees;
- Accounting and financial services fees;
- Staffing costs related to loan deployment, market building, pipeline buildout,

policy advocacy, partner convening, resident engagement, investment strategy, and reporting;

- Policy and legislative advocacy costs;
- Communications and marketing costs;
- Resident engagement and community outreach costs including outreach materials; and
- Consulting across all activities in Exhibit A;

15. PROGRAM INCOME. Notwithstanding the foregoing, the SUBRECIPIENT may retain Program Income that is generated, including, but not limited to, interest on loans, interest earned on funds held in deposit or money market accounts, loan origination fees, loan administrator fees, and loan servicing fees. Additionally, repayments of debt, promissory notes, or related items will be considered program income. Program Income may be used to cover the eligible uses defined in Section 14 above.

16. INDEPENDENT CAPACITY. The SUBRECIPIENT is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee, officer, or agent of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, subconsultants and subcontractors) shall in no event be entitled to any benefits to which the COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and the SUBRECIPIENT shall hold the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that the SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of the COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

17. NONDISCRIMINATION. SUBRECIPIENT agrees to abide by and include in any

subcontracts, subgrants, contracts, loans, or cooperative agreements to perform work under this Agreement, the following clause:

"During the performance of this Agreement SUBRECIPIENT and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40) or sex. SUBRECIPIENT and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. SUBRECIPIENT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

a. SUBRECIPIENT and its assigns, employees, officers, agents, consultants, officers, subcontractors, and appointed officials shall become familiar with and shall comply with the external audit requirements detailed in Section 9(c).

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

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

d. No covered persons who exercise or have exercised any functions or responsibilities with respect to the funded activities, or who are in a position to participate in a

decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to activities assisted with Funds, or with respect to the proceeds from activities assisted with the Funds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the SUBRECIPIENT, or any designated public agency.

e. SUBRECIPIENT understands and agrees that no waiver or exception can be granted to the prohibition against conflict of interest except upon written approval of COUNTY.

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

g. Any violation of this section shall be deemed a material breach of this Agreement, and the Agreement shall be immediately terminated by the COUNTY.

19. PARTICIPATION AGREEMENTS WITH COMMUNITY DEVELOPMENT FINANCIAL INSTITUTION PARTNERS. Prior to disbursing funds for eligible uses defined in Section 14, SUBRECIPIENT shall enter into Participation Agreements with CDFI partners that set forth in detail the financial contribution of SUBRECIPIENT, the source of the Funds disbursed, and ensure that the terms of this Agreement are followed. SUBRECIPIENT shall provide COUNTY copies of all Participation Agreements with the CDFI as part of its reporting responsibilities.

20. TERMINATION.

a. SUBRECIPIENT. SUBRECIPIENT may not terminate this Agreement except upon express written consent of COUNTY.

b. COUNTY. Notwithstanding the provisions of Section 20a, COUNTY may suspend or terminate this Agreement upon written notice to SUBRECIPIENT of the action being taken and the reason for such actions including but not limited to the following reasons:

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

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

(3) In the event the Funds are terminated or otherwise becomes unavailable.

c. This Agreement may be terminated and/or funding suspended, in whole or in part, for cause in accordance with the external audit requirements detailed in Section 9(c). Cause shall be based on the failure of the SUBRECIPIENT to materially comply with either the terms or conditions of this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to incur any costs related thereto, or connected with, any area of conflict from which the COUNTY has determined that suspension of funds is necessary.

21. PUBLICITY. Any publicity generated by SUBRECIPIENT for the project funded pursuant to this Agreement, during the term of this Agreement, will make reference to the COUNTY'S allocation of the CVHCF.

22. PROGRAM MONITORING AND EVALUATION. SUBRECIPIENT shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of the goals of the Funds, as set forth in Exhibit A. SUBRECIPIENT shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement. Reports shall be due quarterly. Upon expiration of the Agreement, reports shall be due annually each fiscal year for ten (10) years as set forth in Section 2. The reports shall include, but shall not be limited to, the

following data elements:

a. Title of program, listing of components, description of activities/operations. The description shall include a statement on how each project is funded under the Funds.

b. The projected cost of the loan through maturity, projected goals, indicated numerically, and the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals and identify any problems encountered in meeting goals.

c. The total number of affordable housing units that are assisted with the Funds;

d. Total number of affordable housing units spurred;

e. The location of affordable housing units supported or spurred by city or unincorporated community;

f. Where the projects are in the development process;

g. Anticipated construction start date;

h. Participation Agreements executed with CFDI partners; and

i. Funding received to date from all sources.

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

24. 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.

25. MINISTERIAL ACTS. The Director of the COUNTY's HWS or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by

COUNTY.

26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of funding pursuant to this Agreement is through the County of Riverside's FY 2025/26 Budget. Through loan documents and reporting requirements, SUBRECIPIENT shall provide documentation when funds for Eligible Costs are sourced from the Funds.

27. ASSIGNMENT. The SUBRECIPIENT shall not make any assignment or transfer in any other form with respect to this Agreement, without prior written approval of the COUNTY. In the event that WLHCF becomes a separate legal entity (for example, a limited liability company or corporation), SUBRECIPIENT may assign the terms of this Agreement to that entity upon receiving prior written permission from COUNTY, in its sole and absolute discretion, and COUNTY shall require that the assignee to comply with the terms of this Agreement as a condition precedent to authorizing the assignment.

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

29. WAIVER. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

30. JURISDICTION AND VENUE. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed only in the Superior Court of the State of California, located in Riverside, California, and the parties hereto waive all provisions

of law providing for the filing, removal or change of venue to any other court or jurisdiction.

31. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations hereunder.

32. EFFECTIVE DATE. The effective date of this Agreement is the date the parties sign the Agreement (the "Effective Date"). If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the Effective Date.

33. 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.

34. FORCE MAJEURE.

a. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of a public or governmental agency or entity, or any causes beyond the control or without the fault of the party claiming an extension of time to perform.

b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing

the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) calendar days after it obtains knowledge of the event.

35. BINDING ON SUCCESSORS. SUBRECIPIENT, its heirs, assigns and successors in interest, and any entity or affiliate created to administer the WLHCF, shall be bound by all the provisions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

36. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended only by a writing signed by the duly authorized and empowered representatives of COUNTY and SUBRECIPIENT, respectively.

(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

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

BY: form

Name: Heidi Marshall
Title: Director HWS

Date: _____

LIFT TO RISE,
a California nonprofit public benefit corporation

BY: form

Name: Heather Vaikona
Title: President & CEO

Date: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Amrit Pash Dhillon,
Deputy County Counsel

EXHIBIT A

EXHIBIT A

ALLOCATION OF RIVERSIDE COUNTY GENERAL FUNDS TO LIFT TO RISE FOR THE FOR THE WE LIFT HOUSING CATALYST FUND AND THE HOUSING COLLABORATIVE ACTION NETWORK

SUBRECIPIENT'S AGREEMENT SCOPE OF WORK

I. GENERAL INFORMATION

SUBRECIPIENT NAME: Lift to Rise	**DUNS #:04-838-7269**
ADDRESS: 75-175 Merle Drive, Suite 100, Palm Desert, CA 92211	
PROGRAM CONTACTS: Heather Vaikona, President & CEO	
PHONE: (760) 349-8013	
E-MAIL: heather@lifttorise.org	
PROJECT NAME: We Lift Housing Catalyst Fund (WLHCF)	
PROJECT LOCATION: Countywide	

PROJECT FUNDING SUMMARY: $ 1,000,000

II. SCOPE OF SERVICES

A. Activities

County has agreed to allocate to the Subrecipient a maximum total amount of One Million Dollars ($1,000,000) to the WLHCF ("Funds"). Subrecipient has executed a Subrecipient's Agreement for the use of Riverside County General Funds Allocated Funds for the We Lift Housing Catalyst Fund and the Housing Collaborative Action Network (the "Agreement").

Subrecipient shall pursue the key activities over one year in close coordination with HWS staff and the five Supervisorial offices and produce the following concrete deliverables for each key activity:

1. Deployment of catalytic loan capital from the We Lift Housing Catalyst Fund:
Lift to Rise will leverage county funds with a 1:1 match from our CDFI partner the Low Income Investment Fund to provide flexible, low-cost loan capital to affordable housing projects with financing gaps. Potential loan products include but are not limited to predevelopment, acquisition, and construction loans.

Deliverables:

- Deploy at least 1 loan to an affordable housing project outside of the Coachella Valley, leveraging a 1:1 match with CDFI partner and to be repaid by the borrower before the end of the grant period.

2. Countywide pipeline aggregation and strategy development:
Lift to Rise will expand our comprehensive regional affordable housing pipeline to include affordable housing projects across Riverside County. This tool sources detailed project information from developers, jurisdictions, and

County staff to track development status and identify systemic barriers. Lift to Rise will produce pipeline analytics to inform policy, resource deployment, resident engagement/outreach, and investment strategy.

Deliverables:

- Identify and add at least 20 new projects to the pipeline from outside District 4 (approximately 5 per district for Districts 1, 2, 3, and 5) with detailed project information.
- Provide quarterly reporting to HWS and Board of Supervisors on pipeline trends, barriers, and proposed interventions and solutions.

3. Market building and technical assistance to jurisdictions and affordable housing developers:
Lift to Rise will offer tailored technical assistance and workshops to support cities, developers, and other key housing stakeholders in moving projects to construction, including but not limited to support with site control and land acquisition, entitlements and zoning, capital stack planning, and applications for funding.

Deliverables:

- Engage at least 8 cities and/or affordable housing developers (2 per district for Districts 1, 2, 3, and 5) with technical support around specific projects from the pipeline.
- Convene at least 2 technical assistance workshops targeted at cities and affordable housing developers that focus on support with site control and land acquisition, entitlements and zoning, capital stack planning, and applications for funding, and/or other pertinent pro-housing topics.

4. Strategic capital alignment and advocacy for state, federal, and philanthropic resources:
Lift to Rise will strategically engage with our state, federal, and philanthropic relationships to advocate for increased investment in Riverside County's affordable housing ecosystem and support partners position projects to receive resources, thereby leveraging the County's $1 million investment.

Deliverables:

- Facilitate or support at least 3 investment wins (new funds secured or awarded to projects in Riverside County) to leverage the County's $1 million investment at least 10:1.
- Convene at least 1 summit bringing together local, state, federal, and philanthropic leaders to co-create an advocacy strategy for securing resources for the County's affordable housing ecosystem.

5. Coalition building and resident engagement: Lift to Rise will grow our coalition of 70+ cross-sector partners and expand our resident engagement work to deepen community participation, ensuring housing efforts are coordinated around shared priorities and grounded in data and lived experience.

Deliverables:

- Conduct outreach to all Riverside County cities inviting them to participate in the Housing Collaborative Action Network.
- Add at least 16 partners to our Housing Collaborative Action Network (approximately 4 per district for Districts 1, 2, 3, and 5) including but not limited to cities, public agencies, affordable housing developers, and community-based organizations.
- Engage, educate, and mobilize at least 60 residents (approximately 15 per district for Districts 1, 2, 3, and 5) in support of affordable housing including but not limited to giving public comment at city council or planning commission meetings, contacting state and federal representatives, or otherwise participating in advocacy campaigns.

B. Eligible Costs/Uses

Eligible uses of the Funds include the deployment of loan capital for pre-development, acquisition, preservation,

rehabilitation, construction, and permanent financing costs, as well as top loss or credit enhancement, for WLHCF projects. Additionally, the following uses of funds for activities in support of the WLHCF and the Housing CAN , shall be considered eligible uses of the Funds:

- Legal fees
- Accounting and financial services fees
- Staffing costs related to loan deployment, market building, pipeline buildout, policy advocacy, partner convening, resident engagement, investment strategy, and reporting
- Policy and legislative advocacy costs
- Communications and marketing costs
- Resident engagement and community outreach costs including outreach materials
- Consulting across all activities described in this Exhibit A under Section II, Scope of Services (A) Activities
- Convening costs and meeting supplies

C. Performance Monitoring

The County of Riverside will monitor the performance of the Subrecipient against goals and performance standards as stated above and in the Agreement. Substandard performance as determined by the County shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

D. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **$1,000,000.** Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The County may require more detailed budget information, and Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by County.

Proposed Activity	Loan Capital	Staffing	Convening Costs	Travel	Indirect	TOTAL
Deployment of catalytic loan capital from the We Lift Housing Catalyst Fund	750,000	10,000				**760,000**
Countywide pipeline aggregation and strategy development	-	40,000	-	7,500	-	**47,500**
Market building and technical assistance to jurisdictions and affordable housing developers	-	40,000	10,000	7,500	-	**57,500**
Strategic capital alignment and advocacy for state, federal, and philanthropic resources	-	40,000	10,000	2,500	-	**52,500**
Coalition building and resident engagement	-	40,000	10,000	7,500	-	**57,500**

Indirect Costs (10% of non-loan capital funds)	-	-	-	-	25,000	**25,000**
Totals	**750,000**	**170,000**	**30,000**	**25,000**	**25,000**	**1,000,000**

III. **ADMINISTRATIVE REQUIREMENTS**

A. Accounting Standards

The Subrecipient agrees to obtain an external audit from an independent Certified Public Accountant annually and provide an audited GAAP financial report annually to the appropriate officials of the grantor agency or subgranting entity. The audit report shall be submitted to the County within 9 months after the end of the Subrecipient's fiscal year. The Subrecipient agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The Subrecipient shall administer its program in conformance with the annual external audit referenced above. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement as set forth in this Exhibit A and in the Agreement. Such records shall include, but not be limited to:

i Projected cost of any loans through maturity made to affordable housing projects utilizing the Funds;

11. Records providing a full description of each activity undertaken;

iii. Records demonstrating that each activity undertaken complies with the HCD regulations; and

iv. Financial records as described in the Agreement.

2. Records Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program

income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over the Funds, including program income.

4. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, the Controller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits, the Single Audit Act, and Uniform Administrative Requirements, Costs Principles, and Audit Requirements.

EXHIBIT B

Form of Covenant Agreement

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103
Order No.
Escrow No.
Loan No.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Riverside
Housing and Workforce Solutions
3403 10th Street, Suite 300
Riverside, CA 92501
Attn. Mervyn Manalo

SPACE ABOVE THIS LINE FOR RECORDERS USE

COVENANT AGREEMENT

This Covenant Agreement (this "Covenant") is made and entered into as of the _____day of _____, 202___ by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), and <OWNER/DEVELOPER>, a California public benefit corporation ("OWNER").

RECITALS

WHEREAS, OWNER owns that certain real property located at _____ in the County of Riverside, also identified as APN _____ more specifically described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the "Property"); and

WHEREAS, on _____, 202__ COUNTY and Lift to Rise entered into that certain Subrecipient's Agreement for the use of General Funds for the We Lift Housing Catalyst Fund dated _____, 202__ (the "Subrecipient's Agreement" or "Agreement") which provides funding for the support of a revolving loan fund to respond to the severe shortage of rental homes affordable and available to low-income households to develop approximately 2,500 affordable housing units throughout the Coachella Valley; and

WHEREAS, through the Subrecipient's Agreement, Lift to Rise is the administrator of the

We Lift Housing Catalyst Fund; and

WHEREAS, OWNER will offer _____ (XX) units restricted as ("Assisted Units") for occupancy by _____ whose incomes are at or below 80% of the area median income for the County of Riverside (collectively, the "Project"). <additional Project details>; and

WHEREAS, COUNTY is providing funding pursuant to the County of Riverside's Fiscal Year 2025/26 Adopted Budget for the purpose of developing affordable housing through the We Lift Housing Catalyst Fund ("WLHCF") and the Housing Collaborative Action Network ("the Housing CAN"); and

WHEREAS, $1,000,000 in General Funds was allocated to support and develop affordable housing throughout the County of Riverside; and

WHEREAS, pursuant to the Subrecipient's Agreement, eligible uses of the Funds include, but are not limited to, pre-development, acquisition, construction, and permanent financing costs; and

WHEREAS, pursuant to the Subrecipient's Agreement, OWNER has agreed to develop the Project on the Property and ensure the units are occupied by households whose incomes are at or below 80% of the area median income for the County of Riverside.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER, on behalf of itself and its successors, assigns, and each successor in interest to the Property or any part thereof, hereby declares as follows:

1) RESTRICTIONS. The recitals set forth above are true and correct and incorporated herein. This Covenant shall continue in full force and effect for the later of (i) fifty-five (55) years from the recordation of the Covenant for the last building for which construction is completed for the Project on the Property, or (ii) _____ ("Term" or "Affordability Period"). For the duration of the Term, the Property shall be held, sold and conveyed, subject to the following

covenants, conditions, and restrictions:

a) The Assisted Units shall be made available only to incomes are at or below 80% of the area median income for the County of Riverside, at the time of initial occupancy as set forth above. Rent for the Assisted Units including utilities shall not exceed 30% of the household income.

b) OWNER shall comply with the terms Subrecipient's Agreement, and any other instrument secured against the Property.

2) SENIOR PRIORITY. Notwithstanding anything to the contrary contained in the Subrecipient's Agreement, including any of its attachments, this Covenant shall be in a_____ priority lien position and senior to all other security instruments.

3) COMPLIANCE WITH LAWS AND REGULATIONS. During the Term of this Covenant, OWNER, for itself and on behalf of its successors and assigns, shall adhere to and comply with all federal, state and local laws, regulations and ordinances.

4) MAINTENANCE OF THE IMPROVEMENTS. OWNER, on behalf of itself and its successors, assigns, and each successor in interest to the Property and Project or any part thereof hereby covenants to and shall protect, maintain, and preserve the Property in compliance with all applicable federal and state law and regulations and local ordinances. In addition, OWNER, its successors and assigns, shall maintain the improvements on the Property in the same aesthetic and sound condition (or better) as the condition of the Property at the time of the recordation of the Covenant for the Project, reasonable wear and tear excepted. This standard for the quality of maintenance of the Property shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping

in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings on a regular program and prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in good working order. In the event OWNER, its successors or assigns fails to maintain the Property in accordance with the standard for the quality of maintenance, COUNTY or its designee shall have the right but not the obligation to enter the Property upon reasonable notice to OWNER, correct any violation, and hold OWNER, or such successors or assigns responsible for the cost thereof, and such cost, until paid, shall constitute a lien on the Property.

5) NONDISCRIMINATION. OWNER shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting opportunities. OWNER understands and agrees that violation of this clause shall be considered a material breach of this Covenant and may result in termination, debarment or other sanctions. This language shall be incorporated into all contracts between OWNER and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers. OWNER shall comply with the provisions of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and all Administrative Rules and Regulations issued pursuant to said Acts and Orders with respect to its use of the Property.

6) OWNER herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that this Covenant is made and accepted upon and subject to the following conditions: 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 Property, 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 Property.

7) OWNER, its successors and assigns, shall refrain from restricting the rental, sale, or lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and contract entered into with respect to the Property, or any portion thereof, after the date of this Covenant shall contain or be subject to substantially the following nondiscrimination or nonsegregation 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."

In addition to the obligations and duties of OWNER set forth herein, OWNER shall, upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including administrative and attorneys' fees, incurred by COUNTY in connection with responding to or defending any discrimination claim brought by any third party and/or local, state or federal government entity, arising out of or in connection with the Subrecipient's Agreement or this Covenant.

8) INSURANCE. Without limiting or diminishing OWNER's obligation to indemnify or hold COUNTY harmless, OWNER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Covenant.

a) Worker's Compensation Insurance. If OWNER has employees as defined

by the State of California, OWNER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

b) Commercial General Liability Insurance. Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of OWNER's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Covenant or be no less than two (2) times the occurrence limit.

c) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the performance of the obligations under this Covenant, then OWNER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Covenant or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured or provide similar evidence of coverage approved by County's Risk Manager ("Risk Manager").

d) General Insurance Provisions – All Lines.

(1) Any insurance carrier providing insurance coverage hereunder shall be

admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by Risk Manager. If Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(2) OWNER's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed $500,000 per occurrence such retentions shall have the prior written consent of Risk Manager. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of Risk Manager, OWNER's carriers shall either: (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) OWNER shall cause OWNER's insurance carrier(s) to furnish the County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by Risk Manager, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. OWNER shall not continue operations until COUNTY has been furnished Certificate(s) of Insurance and copies of endorsements and if requested, copies of policies of insurance including all endorsements and any and all other attachments as required herein. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for each policy and the Certificate of Insurance.

(4) It is understood and agreed to by the parties hereto that OWNER's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

(5) If, during the term of this Covenant or any extension thereof, there is a

material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), then COUNTY reserves the right to adjust the types of insurance required under this Covenant and the monetary limits of liability for the insurance coverage's currently required herein, if; in Risk Manager's reasonable judgment, the amount or type of insurance carried by OWNER has become inadequate.

(6) OWNER shall pass down the insurance obligations contained herein to all tiers of subcontractors.

(7) OWNER agrees to notify COUNTY in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Covenant.

9) HOLD HARMLESS/INDEMNIFICATION. OWNER shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of OWNER, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Covenant, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of OWNER, its officers, employees, subcontractors, agents or representatives Indemnitors from this Covenant. OWNER 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 Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by OWNER 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 OWNER's indemnification to Indemnitees as set forth herein. OWNER's obligation hereunder shall be satisfied when OWNER has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Covenant shall in no way limit or circumscribe OWNER's obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve OWNER from indemnifying the Indemnitees to the fullest extent allowed by law. The indemnification set forth in this paragraph 14 shall survive the expiration and earlier termination of this Covenant.

10) NOTICES. All Notices provided for in this Covenant shall be deemed received when personally delivered, or two (2) days following mailing by certified mail, return receipt requested. All mailing shall be addressed to the respective parties at their addresses set forth below, or at such other address as each party may designate in writing and give to the other party:

COUNTY	OWNER
Director HWS	XXXXX
County of Riverside	c/o XXXXX
3403 10th Street, Suite 300	XXXXX
Riverside, CA 92501	XXXXX, CA XXXXX

11) REMEDIES. COUNTY shall have the right, in the event of any breach of any such agreement or covenant, to exercise all available rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

12) TERM. The non-discrimination covenants, conditions and restrictions contained in **Section 5** of this Covenant shall remain in effect in perpetuity. Every other covenant, condition and restriction contained in this Covenant shall continue in full force and effect for the Term, as defined in **Section 1** of this Covenant.

13) NOTICE AND OPPORTUNITY TO CURE. Prior to exercising any remedies hereunder, COUNTY shall give OWNER notice of such default pursuant to **Section 10** above. Any monetary default shall be cured within ten (10) days of delivery of written notice. Except as otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within thirty (30) days of delivery of such notice of default, OWNER shall have such period to effect a cure prior to exercise of remedies by COUNTY. If the non-monetary default is such that it is not reasonably capable of being cured within thirty (30) days of delivery of such notice of default, and OWNER (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then OWNER shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by COUNTY; but in no event no later than sixty (60) days from delivery of such notice of default, subject to force majeure (including government restrictions, pandemics, and acts of God). COUNTY, upon providing OWNER with any notice of default under this Covenant, shall, within a reasonable time, provide a copy of such default notice to a Permitted Lender who has given written notice to COUNTY of its interest in the Property and Project. From and after such notice has been delivered to a Permitted Lender and the Owner's limited partner, such Permitted Lender shall have the same period for remedying the default complained of as the cure period provided to OWNER pursuant to this **Section 13**. COUNTY shall accept performance by a Permitted Lender or limited partner of Owner as if the same had been done by OWNER.

14) If a violation of any of the covenants or provisions of this Covenant remains uncured after the respective time period set forth in this **Section 14**, COUNTY and its successors and assigns, without regard to whether COUNTY or its successors and assigns is an owner 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 OWNER 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.

15) Any cure tendered by Owner's limited partner shall be accepted or rejected on the same basis as if tendered by OWNER.

16) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY. OWNER hereby covenants and agrees not to sell, transfer, assign or otherwise dispose of the Project, the Property or any portion thereof, without obtaining the prior written consent of COUNTY, in its sole discretion. Any sale, assignment, or transfer of the Project or Property, shall be memorialized an assignment and assumption agreement the form and substance of which have been first approved in writing by COUNTY in its sole discretion. Such assignment and assumption agreement shall, among other things, provide that the transferee has assumed in writing and in full, and is reasonably capable of performing and complying with OWNER's duties and obligations under the Subrecipient's Agreement and this Covenant, provided, however OWNER shall not be released of all obligations under the Subrecipient's Agreement and this Covenant.

17) AMENDMENTS OR MODIFICATIONS. This Covenant may be changed or modified only by a written amendment signed by authorized representatives of both parties.

18) GOVERNING LAW; VENUE; SEVERABILITY. This Covenant shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Covenant 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 Covenant 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.

19) BINDING EFFECT. The rights and obligations of this Covenant shall bind and inure to the benefit of the respective heirs, successors and assigns of the parties.

20) PERMITTED MORTGAGES. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or in any way impair the lien or charge of any deed of trust or mortgage permitted by the Subrecipient's Agreement or the lien or charge of a deed of trust made by OWNER for the benefit of any lender first approved in writing by COUNTY (each, a "Permitted Lender") and nothing herein or in the Subrecipient's Agreement shall prohibit or otherwise limit the exercise of a Permitted Lender's rights and remedies thereunder, including a foreclosure or deed-in-lieu of foreclosure and subsequent transfer thereafter.

21) SEVERABILITY. In any event that any provision, whether constituting a separate paragraph or whether contained in a paragraph with other provisions, is hereafter determined to be void and unenforceable, it shall be deemed separated and deleted from the agreement and the remaining provisions of this Covenant shall remain in full force and effect.

22) PROJECT MONITORING AND EVALUATION.

a) In addition to this **Section 22**, the Project shall be monitored and evaluated in conformance with the requirements and procedures as set forth in the Budget Act of 2022.

b) Inspections. During the Affordability Period, COUNTY must perform on-site inspections of Assisted Units to determine compliance with the property standards. The on-site inspections shall occur within twelve (12) months after Covenant Agreement and at least once every three (3) years thereafter during the Affordability Period. If there are observed deficiencies for any of the inspectable items in the property standards established by COUNTY, a follow-up on-site inspection to verify that deficiencies are corrected must occur within twelve (12) months. COUNTY may establish a list of non-hazardous deficiencies for which correction can be verified by third party documentation (e.g., paid invoice for work order) rather than re-inspection. Health and safety deficiencies must be corrected immediately. COUNTY must adopt a more frequent inspection schedule for properties that have been found to have health and safety deficiencies. The property owner must annually certify to COUNTY that each building and all Assisted Units

in the Project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property standards established by the participating jurisdiction. Inspections must be based on a statistically valid sample of units appropriate for the size of COUNTY Assisted project.

23) ACCESS TO PROJECT SITE. Representatives of COUNTY shall have the right of access to the Property, upon 24 hours' written notice to OWNER (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, during normal business hours to review the operation of the Project in accordance with this Covenant and the Subrecipient's Agreement.

24) COUNTERPARTS. This Covenant 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.

25) COVENANT RUNS WITH PROPERTY. In accordance with California Civil Code Section 1461 et seq., all conditions, covenants and restrictions contained in this Covenant shall be covenants running with the land. The COUNTY shall be deemed the beneficiaries of the covenants, conditions and restrictions of this Covenant both for and in their own rights and for the purposes of protecting the interests of the community. The covenants, conditions, and restrictions shall run in favor of COUNTY, without regard to whether COUNTY has been, remains, or is an owner of any land or interest therein in the Property.

26) This Covenant and the Subrecipient's Agreement set forth and contain the entire understanding and agreement of the parties hereto. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements, which are not contained or expressly referred to within this Covenant, and the Subrecipient's Agreement, including all amendments and modifications to the Subrecipient's Agreement.

///

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[Remainder of Page Intentionally Blank]

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Covenant as of the dates written below.

COUNTY:	OWNER:
COUNTY OF RIVERSIDE, a political subdivision of the State of California	XXXXX, a California public benefit corporation
By: form _____, Director HWS	By: form Name: XXXXX Title: XXXXX
Date: _____	Date: _____

(Above signatures need to be notarized)

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL

By: _____

Deputy County Counsel

(COUNTY and OWNER signatures need to be notarized)

< CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT >

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

Receipt: 25-382080

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	$50.00
	# Pages	1
	Document #	E-202501101
	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	$350.00
Comment	SST3646S1180

12/16/25, 2:47 PM PST
Gateway Clerk

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: 25-382080

STATE CLEARINGHOUSE NUMBER *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
COUNTY OF RIVERSIDE DEPARTMENT OF	JUGARCIA@RIVCO.ORG	12/16/2025

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
RIVERSIDE	E-202501101

PROJECT TITLE

SUBRECIPIENT AGREEMENT FOR THE USE OF GENERAL FUNDS FOR THE WE LIFT HOUSING CATALYST FUND

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
COUNTY OF RIVERSIDE DEPARTMENT OF	JUGARCIA@RIVCO.ORG	(951) 955-8126

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
3403 10TH STREET,	RIVERSIDE	CA	92501

PROJECT APPLICANT *(Check appropriate box)*

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

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$4,123.50	$
☐ Mitigated/Negative Declaration (MND)(ND)	$2,968.75	$
☐ 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)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$
☒ County documentary handling fee		$ $50.00
☐ Other		$

PAYMENT METHOD:

☐ Cash ☐ Credit ☐ Check ☒ Other **TOTAL RECEIVED** $ $50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X I Tejeda	Deputy **Isabel Tejeda**

ORIGINAL - PROJECT APPLICANT COPY - CDFW/ASB COPY - LEAD AGENCY COPY - COUNTY CLERK DFW 753.5a (Rev. 01012025)

Riverside County Clerk-Recorder

Authorization to Bill by Journal Voucher

To be completed by submitting Agency

COUNTY OF RIVERSIDE
DEPARTMENT OF HOUSING AND WORKFORCE SOLUTIONS (HWS)

Authorization # _____

Date: 12/9/2025

Agency/Division: County of Riverside HWS - Attn: Tristan Chen

Accounting String: (Interfund **537080-21340-5502000000 project code: ED1900573**
FUND DEPT ID ACCT
(Non-Interfund)

This authorizes the "County Clerk & Recorder Office" to issue a Journal Voucher for payment of all fees for the accompanying documents.

Number of Documents Included: 1 Notice of Exemption (Subrecipient Agmt LTR)

Authorized by: _____
Mervyn Manalo, Supervising Development Specialist

Presented by: _____

To be completed by County Recorder

Accepted by: Isabel Tejeda

Date: DEC 16 2025

Document no(s)/invoice no(s): 25-382080

FILED / POSTED
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder
E-202501101
12/16/2025 02:47 PM Fee: $ 50.00
Page 1 of 1
Removed: By: Deputy

Notice of Exemption

To:

☐ Office of Planning and Research

For U.S Mail: P.O. Box 3044, Sacramento, CA 95812-3044

Street Address: 1400 Tenth St., Sacramento, CA 95814

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

From:
Public Agency: County of Riverside
Address: 4080 Lemon Street, Suite 400
Riverside, CA 92501
Contact: Mervyn Manalo
Phone: (951) 343-5495

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

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

State Clearinghouse Number (if submitted to State Clearinghouse):

Project Title: Subrecipient Agreement for the Use of County General Funds for the We Lift Housing Catalyst Fund and the Housing Collaborative Action Network

Project Location (include county): County of Riverside

Project Description:

The County of Riverside is providing *$1,000,000 from County General Funds to Lift to Rise to support* and develop affordable housing throughout the County of Riverside through its We Lift Housing Catalyst Fund and partner with the Housing Collaborative Action Network ("the Housing CAN"). As a subrecipient, Lift to Rise's core functions will be to convene and build the housing coalition; aggregate a pipeline of regional affordable housing development underway; develop strategy for increasing affordable housing production and aligning capital and resources; engage in market-building activity, provide technical assistance and capacity building support to affordable housing developers and municipalities; and engage in advocacy for state, federal, and philanthropic resources..

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

December 16, 2025 (tentative date) and has made the following determinations regarding the above described project:

Find that the Subrecipient Agreement for the Use of County General Funds for the We Lift Housing Catalyst Fund and the Housing Collaborative Action Network does not constitute a project under California Environmental Quality Act (CEQA) and Section 15004(b) of the CEQA Guidelines in that it does not vest any development rights or result in the physical change in the environment, requires a developer to comply with CEQA and obtain all land use entitlements from the local jurisdiction as the lead agency, and does not commit the lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA.

Signature: (Public Agency) Juan Garcia Title: Deputy Director

Date: 12/09/25 Date received for filing at OPR:

12/16/2025 Item 3.28

HWS HOUSING AND WORKFORCE SOLUTIONS

ENGAGE. ENCOURAGE. EQUIP.

Board Date: December 9, 2025

To: Clerk of the Board of Supervisors
4080 Lemon St, 1st Floor, Suite 127
Riverside CA 92501

From: Juan Garcia, Deputy Director
Department of Housing and Workforce Solutions
County of Riverside
3403 Tenth Street, Suite # 300
Riverside, CA 92501

Subject: Notice of Exemption (NOE) – Subrecipient Agreement for the Use of General Funds for the We Lift Housing Catalyst Fund; All Districts

The Department of Housing and Workforce Solutions is requesting the Clerk of the Board of Supervisors post the attached Notice of Exemption. Authorization to bill by journal voucher is included for your posting fee.

After posting, please return the document to:

Mail Stop #1261
Attention: Juan Garcia, Principal Development Specialist
Department of Housing and Workforce Solutions
County of Riverside
3403 Tenth Street, Suite # 300
Riverside, CA 92501

If you have any questions, please contact Juan Garcia at 951-955-8126.

Attachment

Cc: file

Notice of Exemption

To:

☐ Office of Planning and Research

For U.S Mail:
P.O. Box 3044
Sacramento, CA 95812-3044

Street Address:
1400 Tenth St.
Sacramento, CA 95814

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

From:
Public Agency: County of Riverside
Address: 4080 Lemon Street, Suite 400
Riverside, CA 92501
Contact: Mervyn Manalo
Phone: (951) 343-5495

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

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

State Clearinghouse Number (if submitted to State Clearinghouse):

Project Title: Subrecipient Agreement for the Use of County General Funds for the We Lift Housing Catalyst Fund and the Housing Collaborative Action Network

Project Location (include county): County of Riverside

Project Description:

The County of Riverside is providing $1,000,000 from County General Funds to Lift to Rise to support and develop affordable housing throughout the County of Riverside through its We Lift Housing Catalyst Fund and partner with the Housing Collaborative Action Network ("the Housing CAN"). As a subrecipient, Lift to Rise's core functions will be to convene and build the housing coalition; aggregate a pipeline of regional affordable housing development underway; develop strategy for increasing affordable housing production and aligning capital and resources; engage in market-building activity, provide technical assistance and capacity building support to affordable housing developers and municipalities; and engage in advocacy for state, federal, and philanthropic resources..

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

December 16, 2025 (tentative date) and has made the following determinations regarding the above described project:

Find that the Subrecipient Agreement for the Use of County General Funds for the We Lift Housing Catalyst Fund and the Housing Collaborative Action Network does not constitute a project under California Environmental Quality Act (CEQA) and Section 15004(b) of the CEQA Guidelines in that it does not vest any development rights or result in the physical change in the environment, requires a developer to comply with CEQA and obtain all land use entitlements from the local jurisdiction as the lead agency, and does not commit the lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA.

Signature: (Public Agency) _____ Title: Deputy Director
Juan Garcia

Date: 12/09/25 Date received for filing at OPR:

Riverside County Clerk-Recorder

Authorization to Bill by Journal Voucher

To be completed by submitting Agency

COUNTY OF RIVERSIDE
DEPARTMENT OF HOUSING AND WORKFORCE SOLUTIONS (HWS)

Authorization # _____

Date: 12/9/2025

Agency/Division: County of Riverside HWS - Attn: Tristan Chen

	FUND	DEPT ID	ACCT
Accounting String: (Interfund	**537080**	**21340**	**5502000000 project code: ED1900573**
(Non-Interfund)			

This authorizes the "County Clerk & Recorder Office" to issue a Journal Voucher for payment of all fees for the accompanying documents.

Number of Documents Included: 1 Notice of Exemption (Subrecipient Agmt LTR)

Authorized by: _____
Mervyn Manalo, Supervising Development Specialist

Presented by: _____

To be completed by County Recorder

Accepted by: _____

Date: _____

Document no(s)/invoice no(s): _____

Document Root (Read-Only)

Selected Document

2025120757 - NOE - Subrecipient Agreement for the Use of County General Funds for the We Lift Housing Catalyst Fund and the Housing Collaborative Action Network

Riverside County
Created - **12/17/2025** | Submitted - **12/17/2025** | Posted - **12/17/2025** | Received - **12/17/2025** | Published - **12/17/2025**
Whitney N Mayo

Document Details

Public Agency

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

Subrecipient Agreement for the Use of County General Funds for the We Lift Housing Catalyst Fund and the Housing Collaborative Action Network

Document Description

The County of Riverside is providing $1 ,000,000 from County General Funds to Lift to Rise to support and develop affordable housing throughout the County of Riverside through its We Lift Housing Catalyst Fund and partner with the I-lousing Collaborative Action Network (" the Housing CAN"). As a subrecipient, Lift to Rise's core functions will be to convene and build the housing coalition; aggregate a pipeline of regional affordable housing development underway; develop strategy for increasing affordable housing production and aligning capital and resources; engage in market-building activity, provide technical assistance and capacity building suppo1t to affordable housing developers and municipalities; and engage in advocacy for state, federal, and philanthropic resources ..

Attachments (Upload Project Documents)

3.28 - NOE - Subrecipient Agreement.pdf

Contacts

Riverside County - Housing & Workforce Development - *Juan Garcia*

4080 Lemon Street Suite 400
Riverside, CA 92501
Phone : (951) 955-8126
JUGarcia@rivco.org

Regions

Southern California

Counties

Riverside

Cities

County of Riverside

Location Details

Other Location Info

Riverside County

Notice of Exemption

Exempt Status

Other

Type, Section Number or Code Number

15004(b)

Reasons why project is exempt

Find that the Subrecipient Agreement for the Use of County General funds for the We Lift Housing Catalyst Fund and the Housing Collaborative Action Network does not constitute a project under California Environmental Quality Act (CEQA) and Section 15004(b) of the CEQA Guidelines in that it does not vest any development rights or result in the physical change in the environment, requires a developer to comply with CEQA and obtain al l land use entitlements from the local jurisdiction as the lead agency, and does not commit the lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily, be part of CEQA.

County Clerk(s)

Riverside

Signature

Title

Date

Outlook

SCH Number 2025120757

From Thomas Hubbard <THOMAS.HUBBARD@lci.ca.gov>
Date Wed 12/17/2025 1:16 PM
To Mayo, Whitney <WMayo@Rivco.org>

Hello,
Thank you for submitting your notice through CEQA Submit. Your document has been successfully published.

To view your submission, use the following link.
https://ceqasubmit.lci.ca.gov/Document/Index/327661/1

Please contact the SCH with any questions at state.clearinghouse@lci.ca.gov.

Thank you,

Thomas Hubbard | *he/him*
Jr. CEQA Analyst

Governor's Office of Land Use and Climate Innovation
Formerly known as the Governor's Office of Planning and Research
Thomas.Hubbard@lci.ca.gov

lci.ca.gov | Follow us on LinkedIn | Follow us on X

***Note*: No reply, response, or information provided constitutes legal advice.**

Confidentiality Notice: The information contained in this email and any attachments is for the exclusive use of the intended recipient(s) and may contain confidential and privileged information. It is the property of the California Governor's Office of Land Use and Climate Innovation. Unauthorized use, disclosure, or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender immediately by return email and destroy all copies of the original message and any attachments.