## GRANT AGREEMENT FOR THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

This GRANT AGREEMENT FOR THE USE OF AMERICAN RESCUE PLAN ACT FUNDS ("Agreement") by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY") and CITY OF CORONA, a general law city ("GRANTEE"). The COUNTY and GRANTEE may be individually referred to herein as a "Party" and collectively as the "Parties". This Agreement, for the use of U.S. Department of the Treasury ("U.S. Treasury") Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter "ARPA" or the "Act", is made and entered into as of the Effective Date (defined herein).

#### **RECITALS**

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

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

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

WHEREAS, on October 19, 2021, via Minute Order 3.5, the Board of Supervisors of the County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter capacity, permanent supportive housing units and affordable housing to help address homelessness; and

WHEREAS, on October 4, 2022 (Minute Order 3.44), the Board approved the second installment allocation of APRA funds to focus on projects and/or programs that serve as a

1

3456

6 7 8

9

1213

11

15 16

14

17

18

19

21

20

2223

2425

2627

28

pathway to create affordable housing with necessary supporting infrastructure to assist low-income communities disproportionately affected by the COVID-19 pandemic; and

WHEREAS, GRANTEE is proposing to utilize SLFRF funds to pay a portion of the costs to reimburse the City of Corona for the renovation work completed at the Harrison HOPE Center ("Project"). The City of Corona invested \$3 million in Phase I and Phase II renovations. The renovations were recently completed in May 2023 with the Center opening in June 2023. The County will reimburse the City of Corona for \$1 million of the \$3 million costs for the renovation of the Harrison Hope Center. The \$1 million grant will be used to fund the operation of the Harrison Hope Center System of Services. The scope of the project resulted in the replacement and/or addition of new roof shingles and sheathing, addition of new facility components including but not limited to an onsite clinic in the west wing of the building, a dog run shelter, security system enhancements, mandated Americans with Disabilities ACT (ADA) improvements in bathrooms, showers, kitchen and other places in the facility and replacement of all 4 exterior ADA access ramps, interior and exterior paint, new floor coverings, fencing, landscaping, storage lockers, parking lot slurry seal, interior murals, new appliances for the kitchen and laundry room, new countertops in the bathrooms, new HVAC systems, commercial generator installation, enhanced fire safety and protection system and other renovations that transformed the functionality and life of the facility. The newly renovated Harrison HOPE Center is a 40-bed low-barrier emergency shelter/navigation center that has an onsite Federally Qualified Health Center (FQHC) clinic providing medical, behavioral health, and oral care services as well as a success center for computer learning, job development and other services, plus many other amenities including accommodations for pets, client storage, and a full-service kitchen for meals. The City of Corona developed the Harrison HOPE Center as part of an overall Homeless System of Services that includes: Permanent supportive housing, tenant based rental assistance, post hospital recuperative care, and a transportation/meal program that provides day services to non-shelter guests, all which make up this comprehensive system of services. The Project is located at 420 West Harrison Street, Corona CA, more specifically known as Assessor's Parcel Number 119-290-049

21

22

24

27

28

("Property"), and as more specifically described in the legal description attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the purpose of this Agreement is for COUNTY to provide financial assistance to GRANTEE in the maximum amount of One Million Dollars (\$1,000,000) consisting of SLFRF funds, to reimburse a portion of the City of Corona Harrison HOPE Center renovation costs that were completed on the Property, as more fully described herein; and consisting of SLFRF funds, to fund the City of Corona Harrison HOPE Center renovation costs to the Property, as more fully described herein.

WHEREAS, the 2023 Budget Act, Section 19.561 (a) (5) states that designated state entity administering an allocation may provide the allocation as an advance lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of 2023 Budget Act;

WHEREAS, pursuant to 31 CFR Part 35.6, one of the Eligible Uses (as defined under ARPA Rules) of the SLFRF funds is to respond to the public health emergency or its negative economic impacts for the purpose of assisting low-income households and individuals disproportionately impacted by the COVID-19 pandemic through the development, repair and operation of affordable housing and services or programs to increase long-term housing security;

WHEREAS, the ARPA-assisted activities described herein comply with the Eligible Uses under ARPA Rules in that they are necessary to assist populations experiencing food and housing insecurity as a result of impacts due do to the COVID-19 public health emergency.

NOW, THEREFORE, based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the COUNTY and GRANTEE hereby agree as follows:

1. <u>PURPOSE</u>. The aforementioned Recitals are true and correct and incorporated herein by this reference. COUNTY has agreed provide a grant in the maximum total of One Million Dollars (\$1,000,000) in ARPA funds ("ARPA Grant") to GRANTEE upon the satisfaction of the terms and conditions set forth herein, including but not limited to the conditions precedent to distribution of the ARPA Grant set forth in Section 11 below. Subject

24

23

25 26

27

28

also to Sections 48 below, GRANTEE shall undertake and complete the ARPA activities required herein and as set forth in Exhibits A, B and C, and shall utilize the ARPA Grant, as required herein and pursuant to the ARPA Rules. GRANTEE shall serve people that are experiencing homelessness or are chronically homeless as defined in Title 24 CFR Part 578.3 ("Qualified Population(s)").

- 2. GRANTEE'S OBLIGATIONS. Upon the commencement of the Effective Date (defined in Section 55 below), GRANTEE hereby agrees to undertake and complete the following activities within the time period(s) set forth herein and in **Exhibit B**:
  - a. Satisfy the conditions precedent to distribution of the ARPA Grant set forth in Section 11 below.
  - b. Fund the Project in accordance with the timeline set forth in **Exhibit B and C**.
  - Operate the Project in such a manner so that it will remain available to the Qualified Population for the Affordability Period as defined in Section 14 below.
  - d. Maintain the Project in compliance with applicable local, state, federal laws, codes and regulations, including but not limited to the ARPA rules, as further described in Section 17 below until the expiration of the Term of this Agreement set forth in Section 6 below, and the Affordability Period set forth in Section 14 below.
  - The ARPA Grant funds shall be used for only Eligible Uses under the ARPA Rules and GRANTEE shall expend the ARPA Grant funds by December 31, 2026. GRANTEE shall demonstrate to the COUNTY, in the COUNTY's sole and absolute discretion, that the ARPA Grant funds are deemed fully expended in compliance with the ARPA Rules.

#### 3. RESERVED.

4. ARPA GRANT. Subject to GRANTEE's satisfaction of the conditions precedent to disbursement of the ARPA Grant set forth in Section 11 below, COUNTY shall distribute the

# 

### 

### 

### 

## 

### 

### 

### 

### 

# 

### 

## 

### 

### 

### 

### 

### 

#### ARPA Grant to GRANTEE.

#### 5. PRIOR COUNTY APPROVAL.

- a. Except as otherwise expressly provided in this Agreement, approvals required of the COUNTY shall be deemed granted by the written approval of the Director of Housing and Workforce Solutions ("HWS"), or designee. Notwithstanding the foregoing, the Director may, in their sole discretion, refer to the governing body of the COUNTY any item requiring COUNTY approval; otherwise, "COUNTY approval" means and refers to approval by the Director of HWS, or designee.
- b. The Director of HWS, or designee, shall have the right to make changes to the attachments to this Agreement in order to ensure that all such attachments are consistent with the terms and provisions of this Agreement.
- 6. <u>TERM OF AGREEMENT</u>. This Agreement shall become effective upon the Effective Date, as defined in **Section 55** below, and unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect until the later to occur of (i) December 1, 2038 or (ii) fifteen (15) years from April 9, 2024, which is the date of the recordation of the notice of completion for Phase II of the construction work on the Project in the Official Records ("Term of Agreement").
- 7. <u>GRANTEE'S REPRESENTATIONS</u>. GRANTEE represents and warrants to COUNTY as follows:
  - a. <u>Authority</u>. GRANTEE has full right, power, and lawful authority to enter into this Agreement and accept the ARPA Grant and undertake all obligations as provided herein. The execution, performance, and delivery of this Agreement by GRANTEE have been fully authorized by all requisite actions on the part of GRANTEE.
  - b. <u>No Conflict</u>. To the best of GRANTEE's knowledge, GRANTEE's execution, delivery and performance of its obligations under this Agreement will not

14

15

16

19 20

21

22

23

- constitute a default or a breach under contract, agreement or order to which GRANTEE is a party or by which it is bound.
- No Bankruptcy. GRANTEE is not the subject of a bankruptcy proceeding.
- d. Prior to Effective Date. GRANTEE shall, during the term of this agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 7 not to be true as of the Effective Date of this Agreement, immediately give written notice of such fact or condition to COUNTY. Such exception(s) to a representation shall not be deemed a breach by GRANTEE hereunder but shall constitute an exception which COUNTY shall have the right to approve or disapprove if such exception would have an effect on the value and/or operation of the Project.
- Prior to Closing. GRANTEE shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 7 not to be true as of close of escrow, immediately give written notice of such fact or condition to COUNTY. Such exception(s) to a representation shall not be deemed a breach by GRANTEE hereunder but shall constitute an exception which COUNTY shall have the right to approve or disapprove if such exception would have an effect on the value and/or operation of the Project.
- 8. COMPLETION SCHEDULE. GRANTEE shall proceed consistent with the Schedule of Performance set forth in Exhibit B, as such schedule may be amended, in COUNTY's sole and absolute discretion, pursuant to Section 10, and subject to Force Majeure Delays as defined in **Section 9**.
- 9. FORCE MAJEURE DELAYS. "Force Majeure" means event(s) beyond the reasonable control of GRANTEE, and which could not have been reasonably anticipated, which prevent(s) GRANTEE from complying with any of its obligations under this Agreement, including, but not limited to: acts of God, acts of war, acts or threats of terrorism, civil disorders, strikes, labor disputes, flood, fire, explosion, earthquake or other similar acts.

"Force Majeure Delay" is delay due to Force Majeure that, in each case, (i) materially adversely affects the performance by GRANTEE of its obligations hereunder, (ii) is not reasonably foreseeable and is beyond GRANTEE's reasonable control, (iii) despite the exercise of reasonable diligence, cannot be prevented, avoided or removed by GRANTEE and is not attributable to the negligence, willful misconduct or bad faith of GRANTEE, and (iv) is not the result of the failure of GRANTEE to perform any of its obligations under this Agreement. Notwithstanding the foregoing, a Force Majeure Delay shall not be deemed to have occurred unless GRANTEE has notified COUNTY in writing of such occurrence within fifteen (15) days after such occurrence, and has provided COUNTY with the details of such event and the length of the anticipated delay within an additional fifteen (15) days thereafter. GRANTEE shall diligently attempt to remove, resolve, or otherwise eliminate such event, keep COUNTY advised with respect thereto, and shall commence performance of its obligations hereunder immediately upon such removal, resolution or elimination. During the occurrence and continuance of a Force Majeure Delay, GRANTEE shall be excused from performance of its obligations under this Agreement to the extent the Force Majeure prevents GRANTEE from performing such obligations.

10. <u>EXTENSION OF TIME</u>. Subject to Section 2(e) above, COUNTY may, in its sole and absolute discretion and subject to ARPA Rules, grant an extension to the Implementation Schedule set forth in **Exhibit B** for the purpose of completing GRANTEE's activities which cannot be completed as outlined in **Exhibit B**. GRANTEE shall request said extension in writing, stating the reasons therefore, which extension must be first approved in writing by the COUNTY in its sole and absolute discretion. The Director of HWS, or designee, may extend all pending deadlines in the Implementation Schedule on two (2) or fewer occasions, so long as the aggregate duration of such administrative time extensions is no greater than three hundred sixty five (365) days and complies with all ARPA Rules. Every term, condition, covenant, and requirement of this Agreement shall continue in full force and effect during the period of any such extension.

22

23

24

25

26

11. <u>CONDITIONS PRECEDENT TO DISTRIBUTION OF ARPA GRANT FUNDS</u>. COUNTY, through its Department of HWS, shall disburse the ARPA Grant funds directly to GRANTEE, subject to the conditions precedent set forth below. COUNTY shall not disburse any ARPA Grant funds pursuant to this Agreement until the following conditions precedent have been satisfied:

- a. GRANTEE executes this Agreement and delivers to COUNTY;
- b. GRANTEE provides COUNTY with evidence of insurance as required herein;
- c. GRANTEE provides evidence it has obtain the necessary building permits to
  develop improvements to the property that are being proposed as outlined in

  Exhibit B;
- d. GRANTEE executes the Covenant Agreement, substantially conforming in form and substance to the Covenant Agreement attached hereto and incorporated herein as **Exhibit J**, and delivers to the County of Riverside;
- e. RESERVED;
- f. RESERVED;
  - g. GRANTEE is not in default under the terms of this Agreement or any other agreement related to the financing of the Project;
- h. If Davis Bacon and/or prevailing wages are required to be paid, GRANTEE shall demonstrate that it hired a qualified professional firm to review and monitor Davis Bacon and/or prevailing wage compliance for all submissions of contractors certified payrolls to COUNTY. In the event that the Project required prevailing wages, GRANTEE shall demonstrate that it complied with, and required its contractors and subcontractors performing work on the Project, to pay prevailing wages, use a skilled and trained workforce, and adhere to any applicable labor regulations and all State laws in connection with the construction of the Project, including but not limited to Article 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code,

and Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code. GRANTEE agrees and acknowledges that it is the responsibility of GRANTEE to obtain a legal determination, at GRANTEE's sole cost and expense, as to whether prevailing wages must be paid during the construction of the Project. If the Project was subject to prevailing wages, then GRANTEE shall be solely responsible to pay its contractors and subcontractors the required prevailing wage rates. GRANTEE agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of and related to GRANTEE's failure to comply with any and all applicable Davis Bacon and/or prevailing wage requirements;

- i. GRANTEE represents that GRANTEE, and its principals, or any/all persons, contractors, consultants, businesses, etc. are conducting business with, are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation or from receiving federal contracts or federally approved subcontracts or from certain types of federal financial and nonfinancial assistance and benefits with the Excluded Parties Listing System ("EPLS"). EPLS records are located at www.sam.gov; and
- j. GRANTEE shall provide documentation demonstrating that a competitive bid process was used to select the qualified contractors that completed Phase I and Phase II construction work on the Project.

GRANTEE agrees to submit the following documentation to COUNTY, 180 days from execution of this Agreement:

The fully executed Professional Services and Funding Agreement between the City and Mercy House Living Centers, which outlines the Harrison Hope Center service plan, the Harrison Hope Center Shelter operations plan and the funding sources that were used to complete Phase I and Phase II construction work for the Project.

12. <u>REALLOCATION OF FUNDS</u>. If GRANTEE fails to accept the funds by

December 31, 2024, then GRANTEE will not be eligible for reimbursement for construction renovation work already completed on the Project, unless a written extension is granted by County pursuant to section 13. If GRANTEE fails to meet the acceptance deadline, the COUNTY will reallocate the ARPA Grant Funds. Upon such reallocation of ARPA Grant funds, this Agreement shall be terminated and be of no further force and effect and GRANTEE shall be released and discharged from any obligations hereunder, except as to those obligations which by their terms survive termination of this Agreement.

- 13. <u>DISTRIBUTION OF FUNDS</u>. COUNTY'S Board of Supervisors shall determine the final disbursement and distribution of all ARPA Grant funds received by COUNTY under ARPA. Disbursement of ARPA Grant shall occur upon the satisfaction of conditions set forth in **Section 11**. COUNTY shall pay GRANTEE in the form of funding draw requests with supporting documents which specifically state how such ARPA Grant funds will be expended. COUNTY shall promptly review the funding draw request and supporting documentation, but in no event later than thirty (30) days. COUNTY may require additional information from GRANTEE as may be necessary and appropriate for COUNTY to make its determination as to allowable costs. COUNTY shall deposit the sum specified in the funding draw requests into GRANTEE'S bank account upon receipt of wire instructions.
- 14. <u>TERMS OF AFFORDABILITY</u>. The City of Corona Harrison HOPE Center shall remain occupied and available to Qualified Populations, pursuant to **Section 18** below, **Exhibit A**, and the Covenant Agreement attached hereto as **Exhibit J**, until the later of (i) fifteen (15) years from the recordation of the Notice of Completion in the Official Records for which when construction was completed for the Project, or (ii) December 1, 2038 ("Affordability Period").
- 15. <u>INSURANCE</u>. Without limiting or diminishing GRANTEE'S obligation to indemnify or hold COUNTY harmless, GRANTEE represents and acknowledges that it required the general contractor for the Project ("General Contractor") to procure and maintain, at its sole cost and expense, the following insurance coverages during the course of renovation work that was completed on the Project.

- a. Builder's All Risk (Course of Construction) Insurance. GRANTEE required General Contractor to provide a policy of Builder's All Risk (Course of Construction) insurance. Such policy was written on an all risk basis and a completed value form. Such policy covered the full insurable value. Such policy also provided coverage for temporary structures (on-site offices, etc.), fixtures, machinery and equipment being installed as part of the work. Upon request by COUNTY, GRANTEE shall declare all terms, conditions, coverages and limits of such policy.
- b. Workers' Compensation Insurance. GRANTEE required to 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.
- c. Commercial General Liability Insurance. GRANTEE required General Contractor to maintain Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy's limit of liability were not be less than \$2,000,000 per occurrence combined single limit. If such insurance contained a general aggregate limit, it applied separately or was no less than two (2) times the occurrence limit.
- d. Vehicle Liability Insurance. GRANTEE required General Contractor to 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 applied separately or was no less than two (2) times the occurrence limit.

#### e. General Insurance Provisions - All Lines.

- (i) GRANTEE'S General Contractor used an insurance carrier with an A M BEST rating of not less than A: VII (A:7).
- (ii) Project work is already completed; therefore, GRANTEE, or GRANTEE on behalf of General Contractor, does not need to declare its insurance self-insured retentions.
- (iii)GRANTEE shall furnish the County of Riverside with copies of the Certificate(s) of Insurance and Endorsements confirming coverage was in effect during construction thus effecting coverage as required herein.
- (iv)It is understood and agreed to by the parties hereto that GRANTEE's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (v) GRANTEE 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.
- 16. <u>FINANCIAL AND PROJECT RECORDS</u>. GRANTEE shall maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), in accordance with the requirements of the ARPA Rules, which records shall be open to inspection and audit by authorized representatives of COUNTY, the California Department of Finance, and the United States Department of the Treasury Office of Inspector General, during regular working hours. COUNTY, state, and federal representatives have the right of access, with at least forty-eight (48) hours prior notice, to any pertinent books, documents, papers, or other records of GRANTEE, in order to make audits, examinations, excerpts, and transcripts. Said records shall be retained for such time as may be required by the ARPA Rules, but in no event no less than five (5) years after the Project completion date as evidenced by

recordation of the Notice of Completion, or after final payment is made, whichever is later, to support reported expenditures and to participate in COUNTY, state, and federal audits; except that records of individual income verifications, project rents, and project inspections must be retained for the most recent five (5) year period, until five (5) years after the Affordability Period terminates. If any litigation, claim, negotiation, audit, or other action has been started before the expiration of the regular period specified, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period, whichever is later.

- 17. <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. By executing this Agreement, GRANTEE hereby certifies that it will adhere to and comply with all federal, state and local laws, regulations and ordinances. In particular, GRANTEE shall comply with the ARPA Rules and the following as they may be applicable to GRANTEE in connection with the ARPA Grant:
  - a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. GRANTEE shall ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The GRANTEE will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The GRANTEE 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. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
- c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations;
- d. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended, and implementing regulations;
- e. The regulations, policies, guidelines and requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards(2 CFR Part 200) as they relate to the acceptance and use of federal funds under the federally-assigned program;
- f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
- g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended;
- h. *Rights to Data and Copyrights:* Contractors and consultants of GRANTEE providing services or work under this Agreement agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).
- i. Air Pollution Prevention and Control (formally known as the Clean Air Act) (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. Section 1251 et seq.). Violations

shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

set forth below shall be required in all contracts or subcontracts entered into in connection with this grant activity and all GRANTEES shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by. Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

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

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

- k. Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689): No contract award shall be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders (E.O.s) 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- Drug-Free Workplace Requirements: The Anti-Drug Abuse Act of 1988 (Pub.
   L. 100-690) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements.
- m. Access to Records and Records Retention: The GRANTEE, and/or any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the GRANTEE, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The GRANTEE or any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any

28

shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after the expiration of the term of this Agreement, or final payment is made, whichever is later.

- n. Federal Employee Benefit Clause: No member of or delegate to the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- o. *Energy Efficiency:* Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163, Dec. 22, 1975; 42 U.S.C. Section 6201, et. seq., 89 Stat.871).
- p. Procurement of Recovered Materials (2 CFR 200.322.): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. requirements of 2 CFR 200.322, as amended effective November 12, 2020, are hereby included in this Agreement as appropriate and to the extent consistent with law.

- q. Contract Work Hours and Safety Standards Act (CWHSA) (30 U.S.C. 3701-3708): GRANTEE shall comply with all applicable provisions of the CWHSA.
- r. *Displacement, relocation, and acquisition*. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42. GRANTEE must ensure that it has taken all reasonable steps to minimize the displacement of persons as a result of this Project.
- s. *Lead-based paint*. The ARPA-Assisted Units, as defined in the Covenant Agreement, are subject to the lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.). The lead-based paint provisions of 24 CFR 982.401 (j), except 24 CFR 982.401 (j)(1)(i), also apply, irrespective of the applicable property standard under §92.251.
- t. Labor. GRANTEE represents that it complied with any applicable labor regulations and all other State and Federal laws in connection with the construction of the improvements which comprise the Project, including if applicable, requirements relating to Davis Bacon. GRANTEE agrees and acknowledges that it is the responsivity of GRANTEE to obtain a legal determination, at GRANTEES sole cost and expenses as to whether Davis Bacon wages must be paid for during the construction of the Project. GRANTEE agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of a related to GRANTEE's failure to comply with any and applicable prevailing wage requirements.
- u. Model Energy Code published by the Council of American Building Officials.

- v. *Consultant Activities*. No person providing consultant services in an employeremployee type relationship shall receive more than a reasonable rate of compensation for personal services paid with ARPA funds.
- w. *Uniform Administrative Requirements* of 2 CFR Part 200 as now in effect and as may be amended from time to time. Federal awards expended as a recipient or a subrecipient, as defined therein, would be subject to single audit. The payments received for goods or services provided as a vendor would not be considered Federal awards.
- x. GRANTEE shall include written agreements that include all provisions of **Section 17** if GRANTEE provides ARPA Grant funds to for-profit owners or developers, non-profit owners or developers, sub-recipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors.
- y. Immigration requirements of Federal Register, Vol. 62, No. 221, Department of Justice Interim Guidance on Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("PRWORA"). Final Attorney General's Order issued pursuant to PRWORA is specified under Federal Register Vol. 66, No. 10, Department of Justice Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation.
- z. Build America, Buy America (BABA) Act: The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the

22

23

24 25

26 27

28

applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

aa. Violence Against Women Act (VAWA): VAWA provides housing protections for survivors of domestic and dating violence, sexual assault and stalking ('domestic violence'). VAWA 2022 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et seq.) HUD's implementing regulations for VAWA'S protections, rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD's program regulations (HUD's VAWA regulations). VAWA 2022 amendments took effect on October 1, 2022 and 2022 VAWA's reauthorization includes new implementation requirements. Grantees, subrecipients and developers shall ensure compliance with all requirements of VAWA including but not limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or evicted, or have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to another safe and available unit; (c) Provide protections against denial, terminations, and evictions that directly result from being a victim of domestic violence; (d) Implement a low barrier certification process and allow self-certification of domestic violence

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

18. PROJECT TARGETING REQUIREMENTS. GRANTEE shall make the Project available to people that are experiencing homelessness, at risk of homelessness, or experiencing housing insecurity ("Qualified Population"). If GRANTEE intends to use the Project for a use other than to provide shelter and services to the Qualified Populations, GRANTEE shall utilize the Property for another ARPA-Eligible Activity. GRANTEE shall provide COUNTY with sixty

- (60) days notice of conversion for another ARPA-Eligible Activity. The approval of the alternate ARPA-Eligible Activity shall not be unreasonably withheld by COUNTY and must comply with ARPA Rules. If the Project is not used to provide shelter and services to the Qualified Populations and GRANTEE does not intend to use the Property for another ARPA-Eligible Activity, then COUNTY and GRANTEE mutually agree that this Agreement will self-terminate and any ARPA Grant funds drawn shall be returned within thirty (30) calendar days. Upon such termination, this Agreement shall become null and void. COUNTY and GRANTEE shall be released and discharged respectively from their obligations under this Agreement. All cost incurred by each party on the Project will be assumed respectively.
- 19. <u>ENVIRONMENTAL CLEARANCES</u>. GRANTEE shall be responsible for obtaining any and all permit approvals, environmental clearances in connection with the Project funded with ARPA Grant 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.
  - 20. RESERVED.
- 21. <u>FEDERAL REQUIREMENTS</u>. GRANTEE shall comply with the provisions of the ARPA Rules, and all applicable federal regulations and guidelines now or hereafter enacted pursuant to the Act in addition to the federal provisions set forth in **Section 17** and in this Agreement.
- 22. SALE, ASSIGNMENT OR OTHER TRANSFER OF THE PROJECT.

  GRANTEE hereby covenants and agrees not to sell, assign, transfer or otherwise dispose of the Project or any portion thereof, without obtaining the prior written consent of the COUNTY, which consent shall be conditioned upon receipt by the COUNTY of reasonable evidence satisfactory to the COUNTY in its sole discretion, that transferee has assumed in writing and in full, and is reasonably capable of performing and complying with the GRANTEE's duties and obligations under this Agreement, provided, however Grantee shall not be released of all obligations hereunder which accrue from and after the date of such sale.

23.

9

10

14 15

13

16 17

18 19

21 22

20

23 24

25 26

27

28

INDEPENDENT CONTRACTOR. GRANTEE and its agents, servants and employees shall act at all times in an independent capacity during the term of this Agreement, and shall not act as, shall not be, nor shall they in any manner be construed to be agents, officers, or employees of COUNTY.

24. NONDISCRIMINATION. Grantee shall not discriminate, exclude from participation or deny benefits on the basis of race, color, national origin, religion, or sex with respect to any program or activity receiving Federal financial assistance made available pursuant to the SLFRF. In addition, GRANTEE 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. GRANTEE understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in termination, debarment or other sanctions. This language shall be incorporated into all contracts between GRANTEE and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers. GRANTEE 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.

GRANTEE 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.

GRANTEE, 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 Project and the Property, or any portion thereof, after the date of this Agreement 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 GRANTEE set forth herein, GRANTEE 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 this Agreement or the Covenant Agreement attached hereto.

#### 25. PROHIBITION AGAINST CONFLICTS OF INTEREST:

 a. GRANTEE and its assigns, employees, agents, consultants, officers and elected and appointed officials shall become familiar with and shall comply with the conflict of interest provisions of the COUNTY, attached hereto and incorporated herein by this reference as **Exhibit H**, those provisions contained in the ARPA Rules, and any applicable regulations promulgated by the Treasury Department related to conflict of interest, attached hereto as **Exhibit H**.

- b. Reserved.
- c. Prior to any funding under this Agreement, GRANTEE 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 ARPA activities funded under this Agreement. GRANTEE shall also promptly disclose to COUNTY any potential conflict, including even the appearance of conflict that may arise with respect to the ARPA activities funded under this Agreement.
- d. Any violation of this section shall be deemed a material breach of this Agreement, and the Agreement shall be immediately terminated by COUNTY.

#### 26. RESERVED.

#### 27. PROJECT MONITORING AND EVALUATION.

a. <u>Inspections</u>. During the Affordability Period, COUNTY will perform on-site inspections of the Project to determine compliance with the property standards and to verify the information submitted by the owners in accordance with requirements. The on-site inspections must occur within 12 months after Covenant Agreement and at least once every 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 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.

- 28. <u>MONITORING FEE</u>. GRANTEE shall not be required to pay an annual compliance monitoring fee to the COUNTY.
- 29. <u>ACCESS TO PROJECT SITE</u>. COUNTY, state and/or federal awarding agencies shall have the right to access the Project site and the Property at all reasonable times, and upon completion of the Project upon reasonable written notice to GRANTEE, to review the operation of the Project in accordance with this Agreement.
- 30. <u>EVENTS OF DEFAULT</u>. The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement:
  - a. Monetary Default. (1) GRANTEE's failure to pay when due any sums payable under this Agreement or the Covenant Agreement; (2) GRANTEE's or any agent of GRANTEE's use of ARPA Grant funds for costs other than those costs permitted under this Agreement or for uses inconsistent with terms and restrictions set forth in this Agreement and the ARPA Rules; (3) GRANTEE's or any agent of GRANTEE's failure to make any other payment of any assessment or tax due under this Agreement, and /or (4) default under the terms of any senior loan documents or any other instrument or document secured against the Property or the Project;
  - b. Non-Monetary Default. (1) Discrimination by GRANTEE or GRANTEE's agent(s) on the basis of characteristics prohibited by this Agreement or applicable law; (2) the imposition of any encumbrances or liens on the Project without COUNTY's prior written approval that are prohibited under this Agreement (3) GRANTEE's failure to obtain and maintain the insurance

coverage required under this Agreement; (4) any material default under this Agreement, the Covenant Agreement, the ARPA Rules, or any document executed by the County in connection with this Agreement, and /or (5) a default under the terms of any senior loan documents or any other instrument or document secured against the Property or the Project;

- General Performance of Obligations. Any substantial or continuous or repeated breach by GRANTEE or GRANTEE's agents of any material obligations of GRANTEE under this Agreement;
- d. General Performance of Other Obligations. Any substantial or continuous or repeated breach by GRANTEE or GRANTEE's agents of any material obligations of GRANTEE related to the Project imposed by any other agreement with respect to the financing, development, or operation of the Project; whether or not COUNTY is a party to such agreement; but only following any applicable notice and cure periods with respect to any such obligation;
- e. <u>Representations and Warranties</u>. A determination by COUNTY that any of GRANTEE's representations or warranties made in this Agreement, any statements made to COUNTY by GRANTEE, or any certificates, documents, or schedules supplied to COUNTY by GRANTEE were false in any material respect when made, or that GRANTEE concealed or failed to disclose a material fact to COUNTY.
- f. <u>Damage to Project</u>. In the event that the Project is materially damaged or destroyed by fire or other casualty, and GRANTEE receives an award or insurance proceeds sufficient for the repair or reconstruction of the Project, and GRANTEE does not use such award or proceeds to repair or reconstruct the Project.

g. Bankruptcy, Dissolution and Insolvency. GRANTEE's or general partner and co-general partner of GRANTEE's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after such filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after such filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

31. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. Formal notices, demands and communications between the COUNTY and the GRANTEE shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the COUNTY and the GRANTEE, as designated in Section 53, below. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 31. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt by the recipient; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of delivery thereof.

a. Subject to the Force Majeure Delay, as provided in **Section 9**, failure or delay by GRANTEE to perform any term or provision of this Agreement constitutes a default under this Agreement. GRANTEE must immediately commence to

cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

- b. COUNTY shall give written notice of default to GRANTEE, specifying the default complained of by COUNTY. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by COUNTY in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by COUNTY in asserting any of its rights and remedies shall not deprive COUNTY of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- c. If a monetary event of default occurs, prior to exercising any remedies hereunder, COUNTY shall give GRANTEE written notice of such default. GRANTEE shall have a period of ten (10) days after such notice is given within which to cure the default prior to exercise of remedies by COUNTY.
- d. If a non-monetary event of default occurs, prior to exercising any remedies hereunder, COUNTY shall give GRANTEE written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, GRANTEE shall have such period to effect a cure prior to exercise of remedies by COUNTY. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and GRANTEE (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then GRANTEE shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured party, but in no event no more than sixty (60) days from the date of the notice of default. In no event shall COUNTY be precluded from

exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within sixty (60) days after the first notice of default is given.

- e. Any cure tendered by GRANTEE'S Affiliate shall be accepted or rejected on the same basis as if tendered by GRANTEE.
- 32. <u>COUNTY REMEDIES</u>. Upon the occurrence of an Event of Default, after notice and opportunity to cure, COUNTY's obligation to disburse ARPA Grant funds shall terminate, and COUNTY shall also have the rights and remedies permitted by this Agreement or applicable law, proceed with any or all of the following remedies in any order or combination COUNTY may choose in its sole discretion:
  - a. Terminate this Agreement, in which event the entire ARPA Grant amount as well as any other monies advanced to GRANTEE by COUNTY under this Agreement including administrative costs, shall immediately become due and payable to COUNTY at the option of COUNTY.
  - b. Bring an action in equitable relief (1) seeking the specific performance by GRANTEE of the terms and conditions of this Agreement, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief.
  - c. Enter the Project and take any remedial actions necessary in its judgment with respect to hazardous materials that COUNTY deems necessary to comply with hazardous materials laws or to render the Project suitable for occupancy, which costs shall be due and payable by GRANTEE to COUNTY.
  - c. Pursue any and all other remedies allowed at law or in equity.
  - 33. <u>RESERVED</u>.
- 34. <u>GRANTEE'S WARRANTIES</u>. GRANTEE represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable GRANTEE to fully comply with the terms of this Agreement, and to otherwise carry out the Project, (2) that it is duly

organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Project and to execute this Agreement, (4) that the persons executing and delivering this Agreement are authorized to execute and deliver such documents on behalf of GRANTEE and (5) that neither GRANTEE nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in connection with the transaction contemplated by this Agreement.

- 35. <u>GRANTEE'S CERTIFICATION</u>. GRANTEE certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, review, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that GRANTEE shall certify and disclose accordingly. This certification is a

material representation of fact upon which reliance was placed when this transaction was made or entered into.

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

With respect to any action or claim subject to indemnification herein by GRANTEE, GRANTEE 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 GRANTEE'S indemnification to COUNTY as set forth herein.

GRANTEE's obligation hereunder shall be satisfied when GRANTEE 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 GRANTEE's obligations to indemnify and hold harmless COUNTY 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 GRANTEE from indemnifying COUNTY to the fullest extent allowed by law.

GRANTEE's obligations set forth in this **Section 36** shall survive the expiration or earlier termination of this Agreement.

#### 37. <u>TERMINATION</u>.

- a. <u>GRANTEE</u>. GRANTEE may terminate this Agreement prior to disbursement of any ARPA Grant funds by COUNTY in accordance with the applicable ARPA Rules.
- b. <u>COUNTY</u>. Notwithstanding the provisions of **Section 37(a)**, COUNTY may suspend or terminate this Agreement upon written notice to GRANTEE of the action being taken and the reason for such action in the event one of the following events occur:
  - (i) In the event GRANTEE fails to perform the covenants herein contained at such times and in such manner as provided in this Agreement after the applicable notice and cure provision hereof; or
  - (ii) In the event there is a conflict with any federal, state or local law, ordinance, regulation or rule rendering any material provision, in the judgment of COUNTY of this Agreement invalid or untenable; or
  - (iii)In the event the ARPA funding identified in **Section 1** above is terminated or otherwise becomes unavailable.
- c. This Agreement may be terminated or funding suspended in whole or in part for cause. Cause shall be based on the failure of GRANTEE to materially comply with either the terms or conditions of this Agreement after the expiration of all applicable notice and cure provisions hereof. Upon suspension of ARPA Grant funding, GRANTEE agrees not to incur any costs related

- thereto, or connected with, any area of conflict from which COUNTY has determined that suspension of ARPA Grant funds is necessary.
- d. Upon expiration or earlier termination of this Agreement, GRANTEE shall transfer to COUNTY any unexpended ARPA Grant funds in its possession at the time of expiration of the Agreement as well as any accounts receivable held by GRANTEE which are attributable to the use of ARPA Grant funds awarded pursuant to this Agreement.
- AFFORDABILITY RESTRICTIONS. COUNTY and GRANTEE, on behalf of its successors and assigns, hereby declare their express intent that the restrictions set forth in this Agreement shall continue in full force and effect for the duration of the Affordability Period (as defined in Section 14 above). Each and every contract, deed or other instrument hereafter executed covering and conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such restrictions, regardless of whether such restrictions are set forth in such contract, deed or other instrument. GRANTEE shall execute and record as a lien against the Property, a Covenant Agreement, substantially conforming in form and substance to the Covenant Agreement attached hereto as Exhibit J and incorporated herein by this reference, setting forth the use restriction required in this Agreement.
- 39. MECHANICS LIENS AND STOP NOTICES. If any claim of mechanics lien is filed against the Project or a stop notice affecting the ARPA Grant is served on COUNTY, GRANTEE must, within twenty (20) calendar days of such filing or notification of service, either pay and fully discharge the lien or stop notice, obtain a release of the lien or stop notice by delivering to COUNTY a surety bond in sufficient form and amount, or provide COUNTY with other assurance reasonably satisfactory to COUNTY that the lien or stop notice will be paid or discharged.
- 40. <u>ENTIRE AGREEMENT</u>. It is expressly agreed that this Agreement embodies the entire agreement of the parties in relation to the subject matter hereof, and that no other agreement

or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at the time of execution.

- 41. <u>AUTHORITY TO EXECUTE</u>. 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.
- 42. <u>WAIVER</u>. 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 rights to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.
- 43. <u>INTERPRETATION AND GOVERNING LAW</u>. 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.
- 44. <u>JURISDICTION AND VENUE</u>. 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 in the Superior Court of Riverside County, State of 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.
- 45. <u>SEVERABILITY</u>. 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.

46. <u>MINISTERIAL ACTS</u>. COUNTY's Director of HWS, or designee, is 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 both parties.

47. MODIFICATION OF AGREEMENT. COUNTY or GRANTEE may consider it in its best interest to change, modify or extend a term or condition of this Agreement, provided such change, modification or extension is agreed to in writing by the other party. Any such change, extension or modification, which is mutually agreed upon by COUNTY and GRANTEE shall be incorporated in written amendments to this Agreement. Such amendments shall not invalidate this Agreement, nor relieve or release COUNTY or GRANTEE from any obligations under this Agreement, except for those parts thereby amended. No amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing, is signed and acknowledged by duly authorized representatives of all parties, and approved by the COUNTY.

#### 48. CONDITIONAL COMMITMENT.

- a. <u>GRANTEE Expenditure Deadline</u>. The construction work on the Project has already been completed. Accordingly, the ARPA Grant funds will be used to reimburse the City for a portion of the construction cost for the Project and, thus, the ARPA Grant funds will be expended no later than December 31, 2024.
- 49. <u>RESERVED</u>.
- 50. RESERVED.
- 51. <u>EXHIBITS AND ATTACHMENTS</u>. Each of the attachments and exhibits attached hereto is incorporated herein by this reference.
- 52. <u>MEDIA RELEASES</u>. GRANTEE agrees to allow COUNTY to provide input regarding all media releases regarding the Project. Any publicity generated by GRANTEE for the Project must make reference to the contribution of COUNTY in making the Project possible. COUNTY's name shall be prominently displayed in all pieces of publicity generated by

GRANTEE, including flyers, press releases, posters, signs, brochures, and public service announcements. GRANTEE agrees to cooperate with COUNTY in any COUNTY-generated publicity or promotional activities with respect to the Project.

53. <u>NOTICES.</u> All notices, requests, demands and other communication required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below or the such other addresses as from time to time shall be designated by the respective parties and shall be sufficient if sent by United States first class, certified mail, postage prepaid, or express delivery service with a receipt showing the date of delivery.

COUNTY
Director HWS
County of Riverside
3403 10<sup>th</sup> Street, Suite 300
Riverside, CA 92501

GRANTEE
Homeless Solutions Manager
City of Corona
400 S. Vicentia Avenue
Corona, CA 92882

- 54. <u>COUNTERPARTS</u>. 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.
- 55. <u>EFFECTIVE DATE</u>. The effective date of this Agreement is the date the parties execute the Agreement ("Effective Date"). If the parties execute the Agreement on more than one date, then the last date the Agreement is executed by a party shall be the Effective Date.
- 56. <u>FURTHER ASSURANCES</u>. GRANTEE shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the COUNTY may from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.
- 57. <u>NONLIABILITY OF COUNTY OFFICIALS AND EMPLOYEES</u>. No member, official, employee or consultant of the COUNTY shall be personally liable to the GRANTEE, or any successor in interest, in the event of any default or breach by the COUNTY or for any amount which may become due to the GRANTEE or to its successor, or on any obligations under the terms of this Agreement.

25 26

27

28

#### 58. CONSTRUCTION AND INTERPRETATION OF AGREEMENT.

- The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.
- b. If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.
- The captions of the articles, sections, and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.
- d. References in this instrument to this Agreement mean, refer to and include this

instrument as well as any riders, exhibits, addenda and attachments hereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation, and/or undertaking "herein," "hereunder," or "pursuant hereto" (or language of like import) means, refer to, and include the covenants, obligations, and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly incorporated by reference in this instrument.

- e. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.
- 59. <u>TIME OF ESSENCE</u>. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.
- 60. <u>BINDING EFFECT</u>. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- 61. <u>NO THIRD-PARTY BENEFICIARIES</u>. The Parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of COUNTY and GRANTEE, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.
  - 62. RESERVED.
  - 63. <u>ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.</u>
    - a. This Agreement shall be executed in three duplicate originals each of which is deemed to be an original. This Agreement, including all attachments hereto and exhibits appended to such attachments shall constitute the entire understanding and agreement of the parties.
    - b. This Agreement integrates all of the terms and conditions mentioned herein or

incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Property.

c. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the COUNTY or the GRANTEE, and all amendments hereto must be in writing and signed by the appropriate authorities of the COUNTY and the GRANTEE. This Agreement and any provisions hereof may be amended by mutual written agreement by the GRANTEE and the COUNTY.

(SIGNATURES ON THE NEXT PAGE)

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

COUNTY:	GRANTEE:
COUNTY OF RIVERSIDE, a political subdivision of the State of California	City of Corona, a General Law City
By:Heidi Marshall, Director HWS	By:
Date:	Date:
(Above signate	ures need to be notarized)
APPROVED AS TO FORM:	
MINH C. TRAN, County Counsel	
By: Paula S. Salcido Deputy County Counsel	

# **EXHIBITS**

EXHIBIT	"A"	SCOPE OF WORK
EXHIBIT	"B"	SCHEDULE OF PERFORMANCE
EXHIBIT	"C"	LINE ITEM BUDGET
EXHIBIT	"D"	FLOOR PLANS
EXHIBIT	"E"	ASSURANCE OF COMPLIANCE
EXHIBIT	"F"	SUBRECIPIENT PAYMENT REQUEST – 2076A
EXHIBIT	"G"	SUPPORTING DOCUMENTATION REQUIREMENT
EXHIBIT	"H"	PROHIBITION AGAINST CONFLICTS OF INTEREST
EXHIBIT	"I"	CONTRACTOR DEBARMENT CERTIFICATION FORM
EXHIBIT	"J"	COVENANT AGREEMENT

# **EXHIBIT "A"**

#### SCOPE OF WORK

Grantee: <u>City of Corona Homeless Solutions</u>

**Address:** 420 W. Harrison Street, Corona CA, 92878

**Project Title:** Harrison HOPE Center Renovation

**Location:** City of Corona Harrison HOPE Center; APN 119-290-049

#### A.1 APPLICATION

A. GRANTEE has submitted to the County of Riverside Continuum of Care ("CoC") an application in response to ARPA 2<sup>nd</sup> Allocation – Emergency Shelter/Resilience Project Application for ARPA funds ("Application") to provide critical assistance to individuals experiencing homelessness. COUNTY is entering into this Agreement based on, and in substantial reliance upon, GRANTEE's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by CoC.

B. GRANTEE warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of GRANTEE's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COUNTY's approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COUNTY may declare a breach hereof and take such action or pursue such remedies as are provided for a breach hereof. In the event that there is a conflict between the Application and this Agreement, this Agreement shall govern.

#### A.2 BACKGROUND

A. Project Description

Harrison Hope Center Scope of Services

GRANTEE is proposing to utilize SLFRF funds to pay a portion of the costs to reimburse the City of Corona for the renovation of the Harrison HOPE Center. The City of Corona invested \$3 million in Phase I and Phase II renovations. The renovations were recently completed in May 2023 with the Center opening in June 2023. The County will reimburse the City of Corona for \$1 million of the \$3 million costs for the renovation of the Harrison Hope Center. The \$1 million grant will be used to fund the operation of the Harrison Hope Center System of Services.

The scope of the project resulted in the replacement and/or addition of new roof shingles and sheathing, addition of new facility components including but not limited to an onsite clinic in the west wing of the building, a dog run shelter, security system enhancements, mandated Americans with Disabilities ACT (ADA) improvements in bathrooms, showers, kitchen and other places in the facility and replacement of all 4 exterior ADA access ramps, interior and exterior paint, new floor coverings, fencing,

landscaping, storage lockers, parking lot slurry seal, interior murals, new appliances for the kitchen and laundry room, new countertops in the bathrooms, new HVAC systems, commercial generator installation, enhanced fire safety and protection system and other renovations that transformed the functionality and life of the facility.

The newly renovated Harrison HOPE Center is a 40-bed low-barrier emergency shelter/navigation center that has an onsite Federally Qualified Health Center (FQHC) clinic providing medical, behavioral health, post hospital recuperative care, and oral care services as well as a success center for computer learning, job development and other services, plus many other amenities including accommodations for pets, client storage, and a full-service kitchen for meals. The City of Corona developed the Harrison HOPE Center as part of an overall Homeless System of Services that includes: Permanent supportive housing, tenant based rental assistance, post hospital recuperative care, and a transportation/meal program that provides day services to non-shelter guests and other services that make up this comprehensive system of service. The Project is located at 420 West Harrison Street, Corona CA, more specifically known as Assessor's Parcel Number 119-290-049 ("Property"), and as more specifically described in the legal description attached hereto and incorporated herein as Exhibit A; and

#### B. Scope of Renovations

Building and APN	Existing	Completed Construction
City of Corona: Harrison HOPE Center 420 W. Harrison Street Corona CA, 92878 APN: 119-290-049	Harrison HOPE Center	<ul> <li>New Roof and replacement of sheathing</li> <li>New HVAC Units and enclosures</li> <li>Interior/Exterior Paint</li> <li>Decorative window Awnings</li> <li>ADA improvements in bathrooms, showers, kitchen and other places in the facility and replacement of all 4 exterior ADA access ramps</li> <li>Reconstruction of the west wing into a medical clinic</li> <li>Dog Run Shelter</li> <li>Installation of extra-large exterior storage lockers for clients with concrete pads</li> <li>Commercial back-up generator and pad</li> </ul>

	<ul> <li>Access Control and Video Surveillance Security System for interior and exterior of facility</li> <li>New flooring/coving and baseboards</li> <li>New countertops, fixtures, and lights in kitchen and bathrooms</li> <li>Murals (new one in success center and repair of one in dining hall)</li> <li>Landscaping improvements</li> <li>Electrical and lighting work</li> <li>Enhanced Fire Safety and Protection System</li> <li>New appliances for kitchen and laundry room</li> <li>New lighting</li> <li>Two Patio Covers with fans and heaters</li> <li>New exterior fencing</li> <li>New driveway gate with electronic opener</li> <li>Replacement of windows</li> <li>New Water heater</li> <li>Parking lot slurry</li> <li>Other miscellaneous rehab work</li> </ul>
--	---

### C. <u>Project Detail</u>

Project Component Type:	Capital				
Funding Costs for:	Renovation				
Population Focus:	Low-barrier emergency shelter/navigation center				
# of Beds:	40				
Project Location	Harrison HOPE Center 420 W. Harrison St Corona CA, 92878				

#### A.3 LEGAL DESCRIPTION OF PROPERTY

ADDRESS: 420 W. Harrison Street, Corona CA, 92878 ASSESSOR'S PARCEL NUMBER: 119-290-049

420 W. HARRISON STREET 119-290-049

#### A.4 CORE COMPONENTS OF HOUSING FIRST

SUBRECIPIENT shall ensure that any housing-related activities funded with ARPA funds, including, but not limited to, emergency shelter, rapid re-housing, Rental Assistance, and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First as set forth in Welfare and Institutions Code Section 8255(b).

#### A.5 HOMELESS MANAGEMENT INFORMATION SYSTEM

- A. SUBRECIPIENT agrees to participate in the Homeless Management Information System (HMIS).
  - 1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, data collection, and entering required client data on a regular and timely basis.
  - 2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
  - 3. SUBRECIPIENT shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: <a href="https://rivcohhpws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22">https://rivcohhpws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22</a> 0.pdf

- 4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the County of Riverside CoC website: <a href="https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20(1).pdf</a>
- 5. SUBRECIPIENT agrees to provide U.S. Department of the Treasury ("U.S. Treasury") access to HMIS data collected and entered into the SUBRECIPIENT'S HMIS, upon request, and to participate in any statewide data initiative as directed by the U.S. Treasury, including, but not limited to, a statewide data integration environment.
- 6. SUBRECIPIENT will require its contracted operator, Mercy House, to input data in compliance with HMIS standards.

#### A.6 COORDINATED ENTRY SYSTEM

- 1. Participation is defined by CES training attendance, complying with Riverside County CES Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis. The Riverside County CES Policies and Procedures may be located on the following website: <a href="https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205">https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205</a> 20 2021.pdf
- 2. Subject to SUBRECIPIENT's policy requiring ties to the City of Corona, SUBRECIPIENT shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Charter, Policies and Procedures which is located on the County of Riverside CoC website: <a href="https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES">https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES</a> %20Policies%20and%20Procedures%20Amended%205 20 2021.pdf
- 3. SUBRECIPIENT agrees to work with the CES Lead Agency and coordinate delivery of services (e.g. street outreach, housing navigation, case management, landlord incentive programs, and all other supportive services and housing assistance) to support inquiries received through the CES HomeConnect Hotline and by name list.
- 4. SUBRECIPIENT agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
- 5. SUBRECIPIENT shall utilize the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) to screen individuals with high barriers to help them gain access to housing services through the CES.
- 6. SUBRECIPIENT agrees to provide the U.S. Treasury access to CES data collected and entered into the SUBRECIPIENT'S HMIS, upon request, and to participate in any statewide data initiative as directed by the U.S. Treasury, including, but not limited to, a statewide data integration environment.

7. SUBRECIPIENT will require its contracted operator, Mercy House, to input data in compliance with CES standards.

#### A. 7 REPORTING REQUIREMENTS

- A. SUBRECIPIENT shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to the U.S. Treasury.
- B. Information needed for reporting purposes include but are not limited to the followings. Subrecipient is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.
  - 1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
  - 2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
  - 3. The type of housing assistance provided, broken out by the number of individuals.
  - 4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
  - 5. Number of Instances of Service.
  - 6. Increases in capacity for new and existing programs.
  - 7. The number of unsheltered homeless individuals becoming sheltered.
  - 8. The number of homeless persons entering permanent housing.
- C. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):
  - 1. Chronically Homeless
  - 2. Homeless veterans

- 3. Unaccompanied Homeless Youth
- 4. Homeless persons in families with children
- D. SUBRECIPIENT will also be asked to comment on the following:
  - 1. Progress made toward local homelessness goals.
  - 2. The alignment between ARPA funding priorities and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
  - 3. Any other effects from ARPA funding that the CoC would like to share (optional).

# **EXHIBIT "B"**

## SCHEDULE OF PERFORMANCE

Any deviation from the timeline below during the construction phase must be reported to the COUNTY.

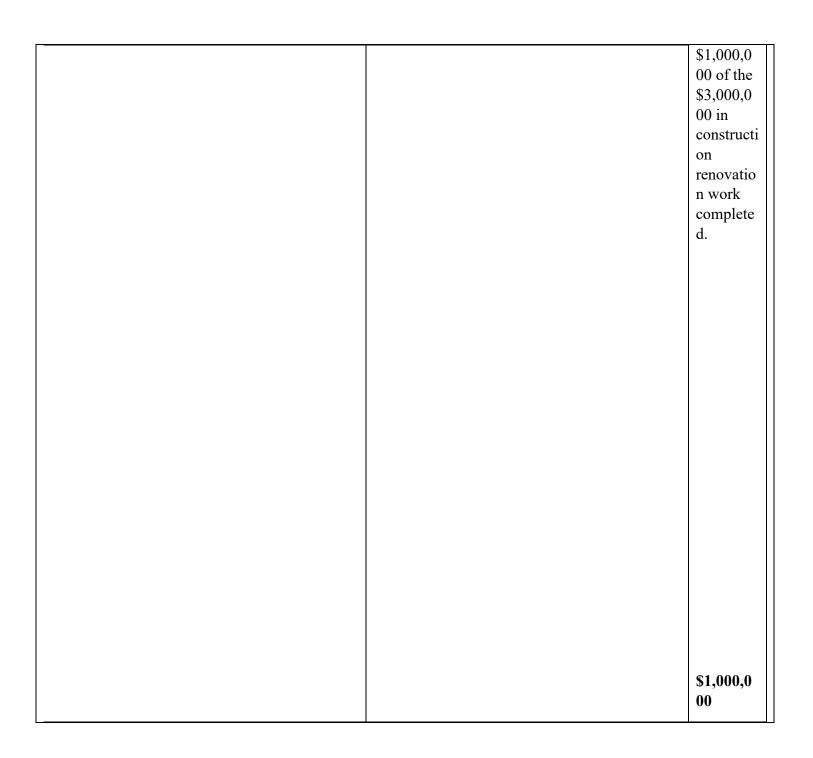
Activity	Completion Dates			
BUILDING RENOVATION				
Harrison HOPE Center Renovation  Pre-Construction — Contract signed, file for permits.  SUBRECIPIENT shall obtain and pay for all necessary permits and licenses relative to the project and be prepared to present said documents to the COUNTY, upon request.	No later than May 2023			
RENOVATION				
Rehabilitate existing rooms	No later than May 2023			
Reconfigure and design layout	No later than May 2023			
Repair and paint exterior/interior surfaces	No later than May 2023			
Install new roof and replacement of sheathing	No later than May 2023			
Reconstruct in the west wing of the building to add onsite clinic	No later than May 2023			
Add dog run shelter	No later than May 2023			
Include ADA improvements in bathrooms, showers, kitchen and other places in the facility and replacement of all 4 exterior ADA access ramps	No later than May 2023			
Other miscellaneous rehab work	No later than May 2023			
SITE IMPROVEMENTS				
Install new flooring/coving and baseboards	No later than May 2023			
Install decorative window awnings	No later than May 2023			
Install landscaping improvements	No later than May 2023			
Install new driveway gate with electronic opener	No later than May 2023			
Repave and pour parking lot slurry	No later than May 2023			

	T			
Install new countertops, fixtures, and lights in kitchen and bathrooms	No later than May 2023			
Install extra-large exterior storage lockers for clients with concrete pads	No later than May 2023			
Install new exterior fencing	No later than May 2023			
Install two (2) new patio covers with fans and heaters	No later than May 2023			
Paint murals (new one in success center and repair of one in dining hall)	No later than May 2023			
MECHANICAL/PLUMBING				
Upgrade existing mechanical equipment with new appliances for kitchen and laundry room	No later than May 2023			
Upgrade existing plumbing equipment with new water heater	No later than May 2023			
ELECTRICAL				
Add commercial emergency back-up generator and pad	No later than April 2024			
Add new HVAC Units and enclosures	No later than May 2023			
Install Access Control and Video Surveillance Security System for interior and exterior of facility	No later than May 2023			
Install all electrical and lighting work necessary, including light fixtures, electrical outlets in rooms and common areas	No later than May 2023			
Install enhanced fire safety and protection system to include smoke and carbon monoxide detectors where required	No later than May 2023			
Submit actual final project cost and completion report documenting a minimum of \$1,000,000 of the \$3,000,000 in construction renovation costs expended.	No later than December 2024			
Submit supportive service plan	No later than December 2024			
Receive occupancy	No later than June 2023			
Receive occupancy				

# **EXHIBIT "C"**

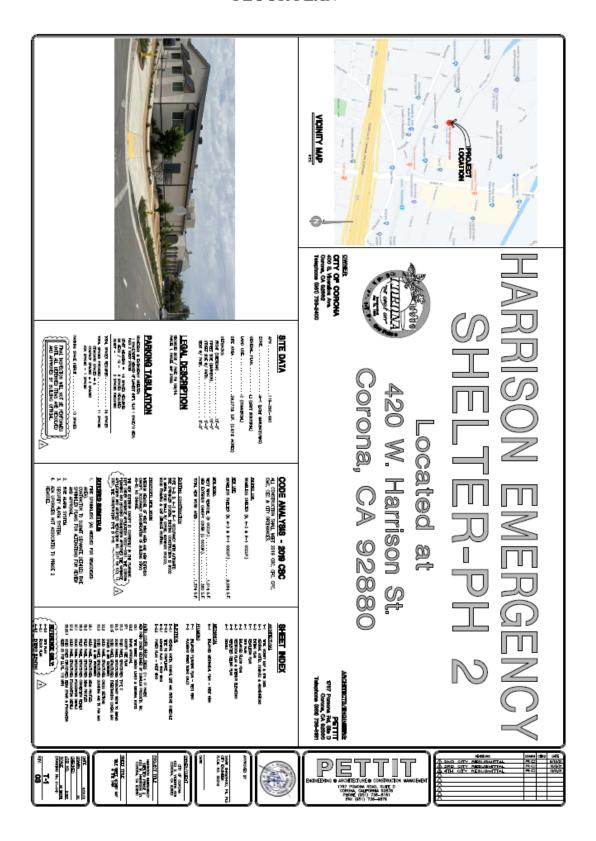
## LINE ITEM BUDGET

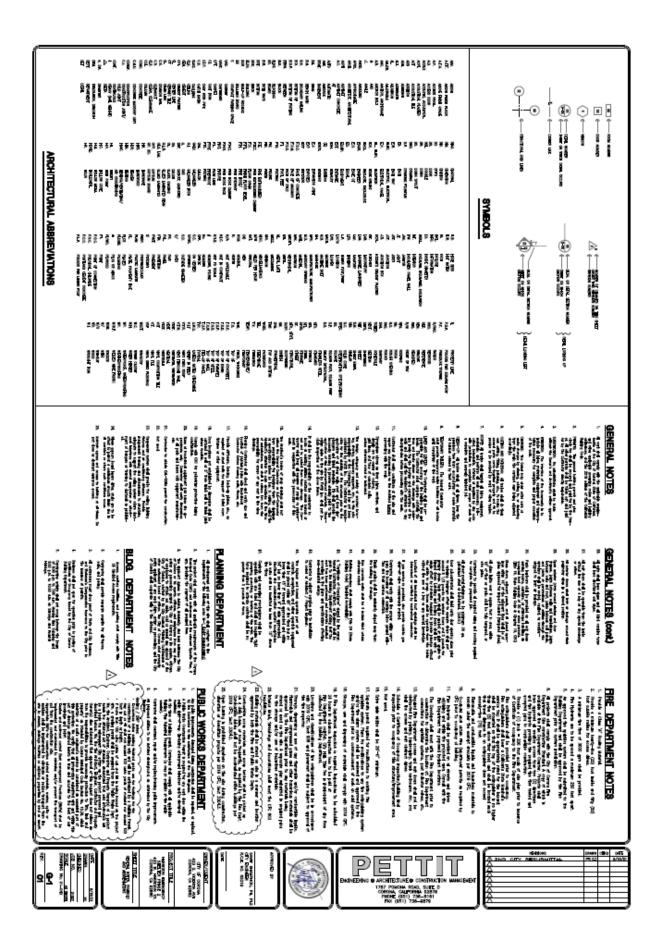
Description	Cost		ARPA			
PHASE 1 DESCRIPTION			Funding Not To			
JA Urban Contract		\$1,001,817	Exceed			
Pettit Engineers & Architects Design		\$1,000,0				
		00				
Construction Management		Costs for				
20% Contingency		\$200,364	all constructi			
Total Phase 1 Costs		\$1,327,181	on			
			activities			
PHASE 2 DESCRIPTION			listed in Exhibit			
			"A" -			
Security System Contract with ADT		\$251,700	Scope of			
Security System Contract 20% Contingency		Work and				
Operations/Infrastructure Costs for Internet		Exhibit				
Service, Network Cabling, Firewall, and			"B" -			
Wireless Access Points Design Costs		Schedule				
		of Performa				
Outstanding ADA Compliance Work from CASP Report		\$18,157	nce,			
Construction Management \$45,000						
Project Management		architectu ral/engin				
Golden Gate Steel Prime Contract \$972,329						
20% Contingency			costs and			
		\$194,466	infrastruc ture			
Total Phase 2 Costs		\$1,700,731	improve			
<b>Total Development Cost</b>	\$3,027,912		n\$3027,91			
To a li Appria Control III			Grantee to submit			
Total ARPA Grant Funding			invoice			
			with			
			back-up			
			document ation for			

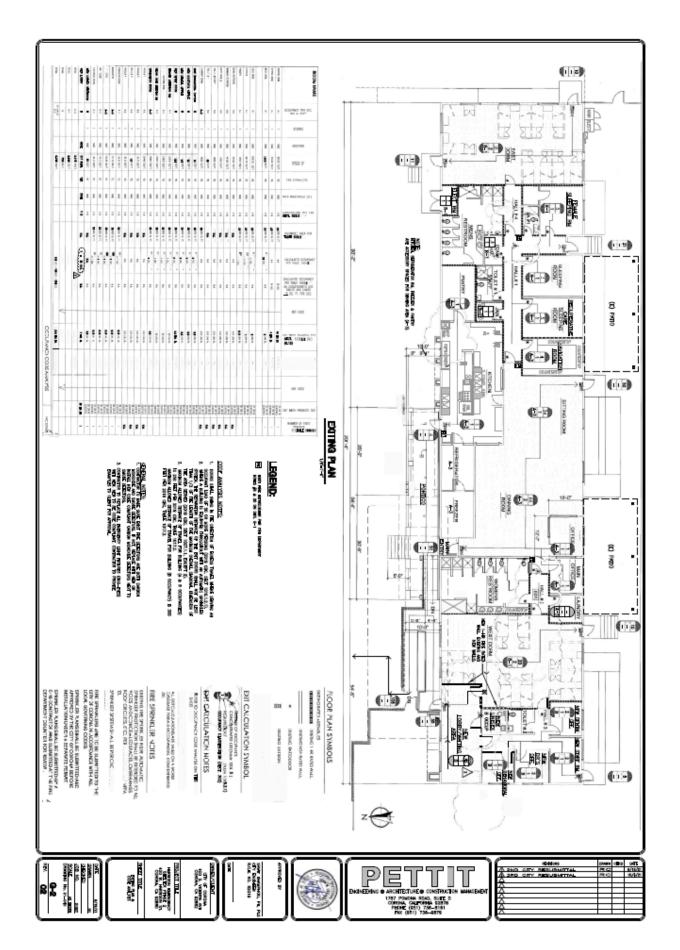


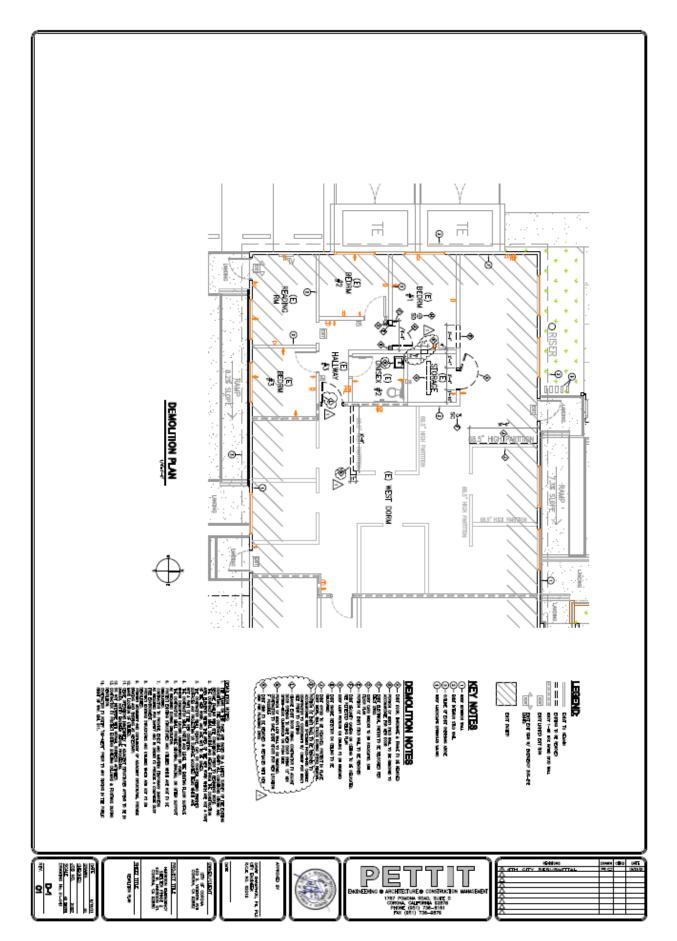
## **EXHIBIT "D"**

## **FLOOR PLAN**

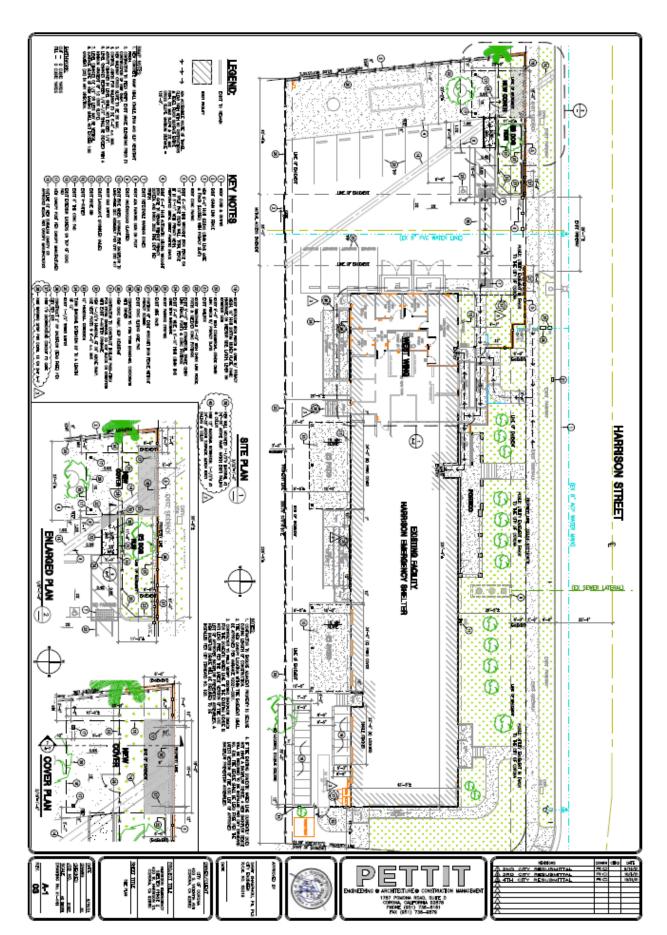




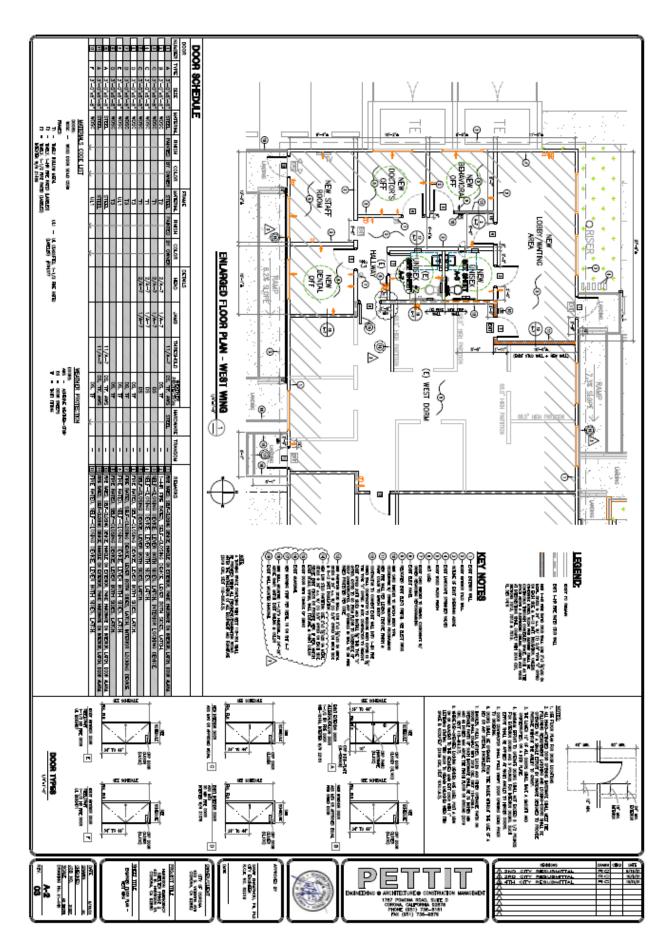




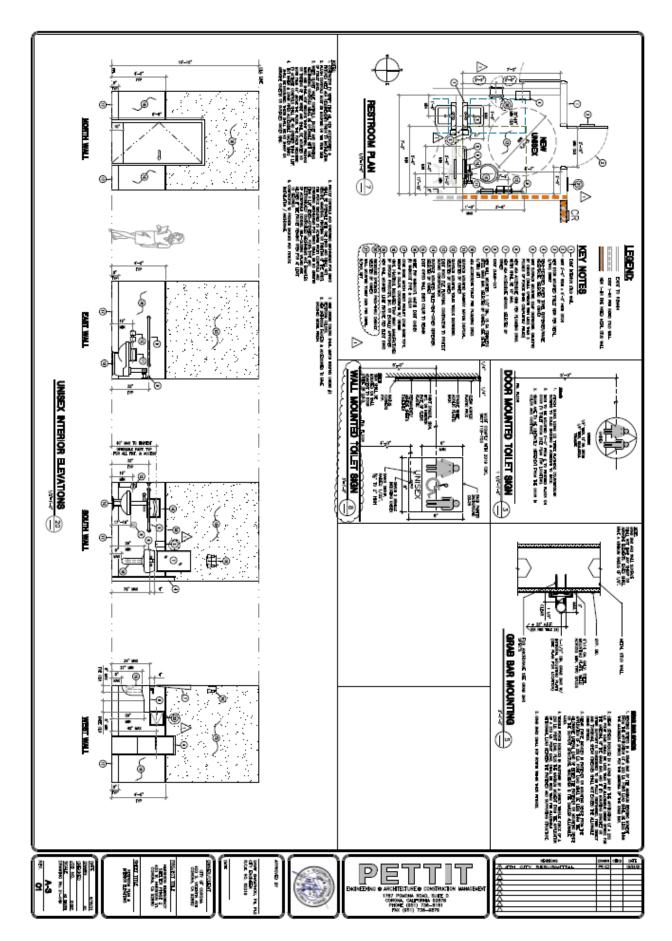
Page 57 of 112



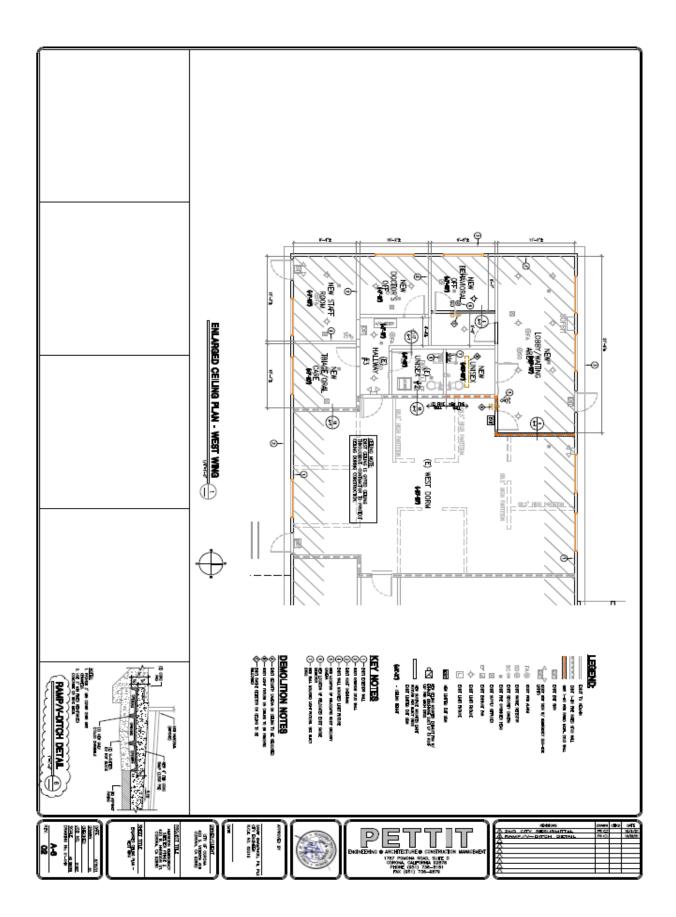
Page 58 of 112

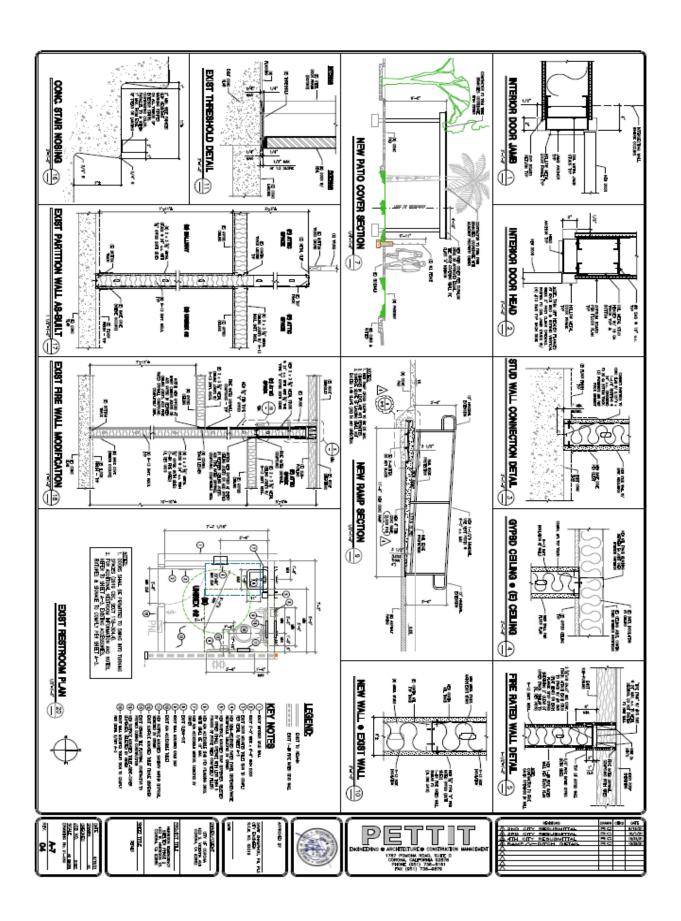


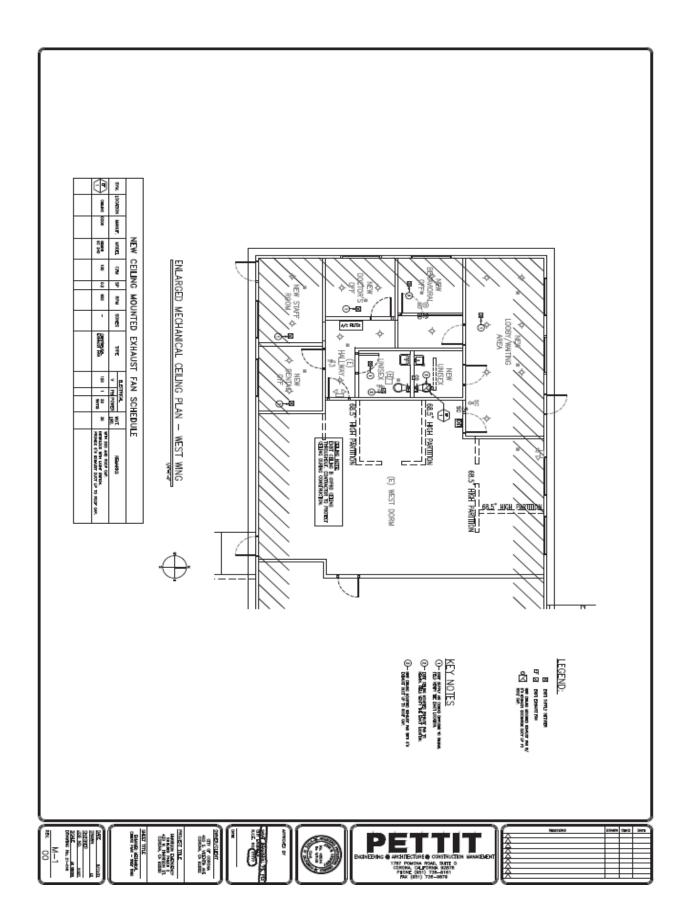
Page 59 of 112

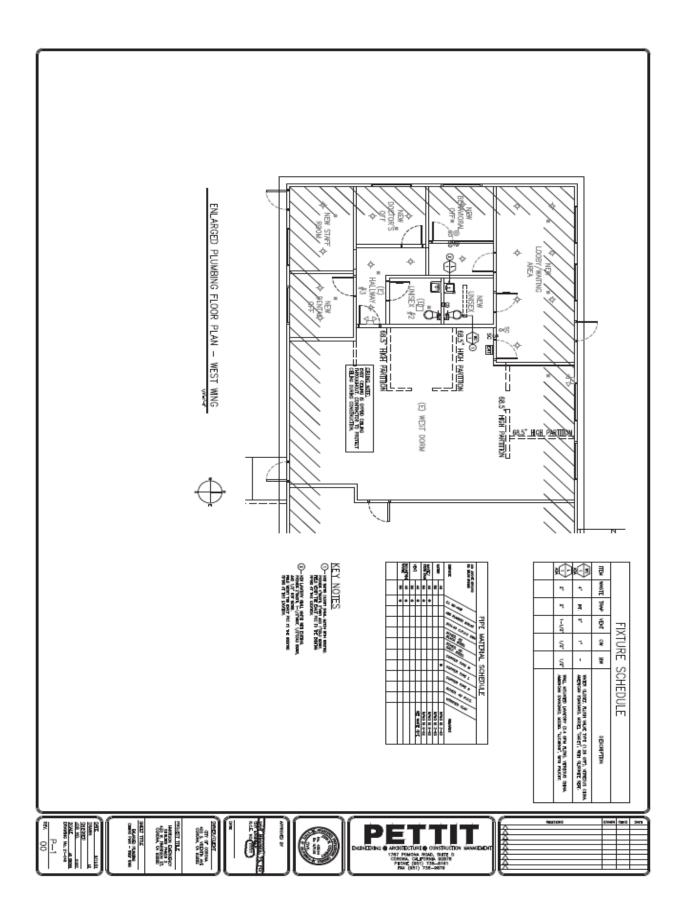


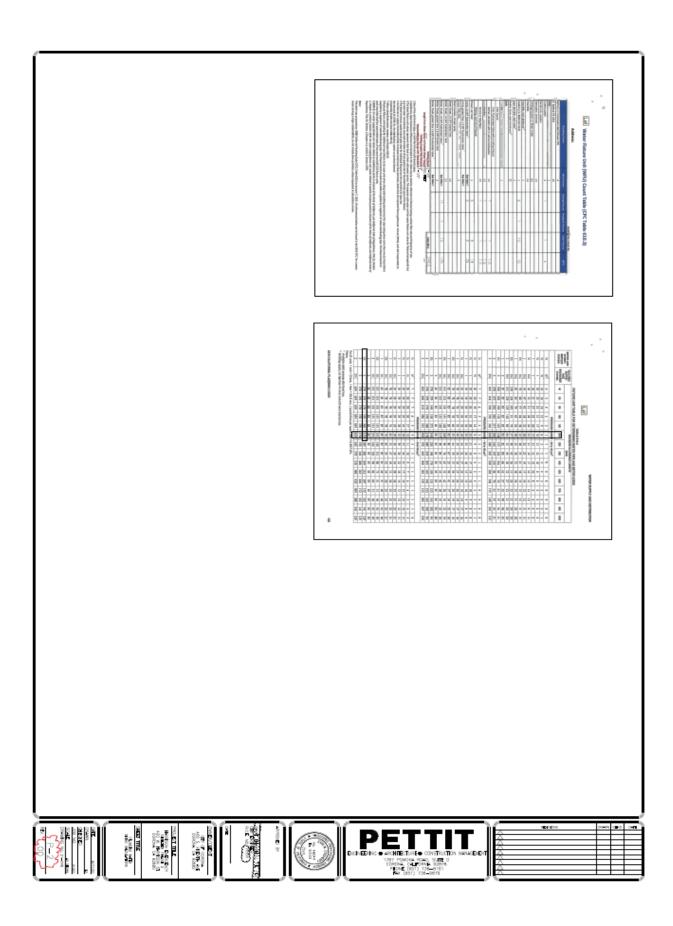
Page 60 of 112

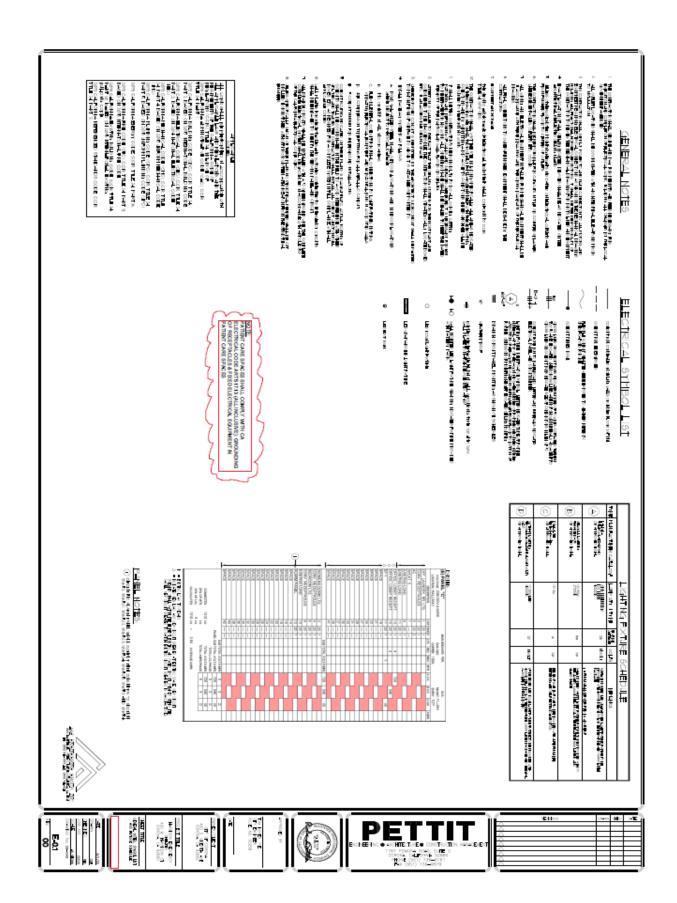


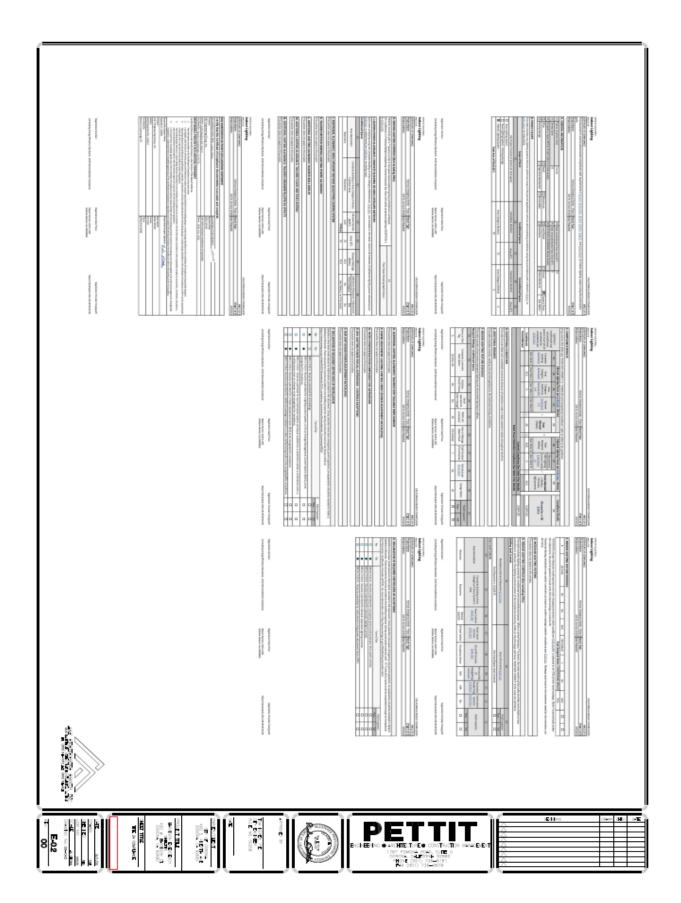


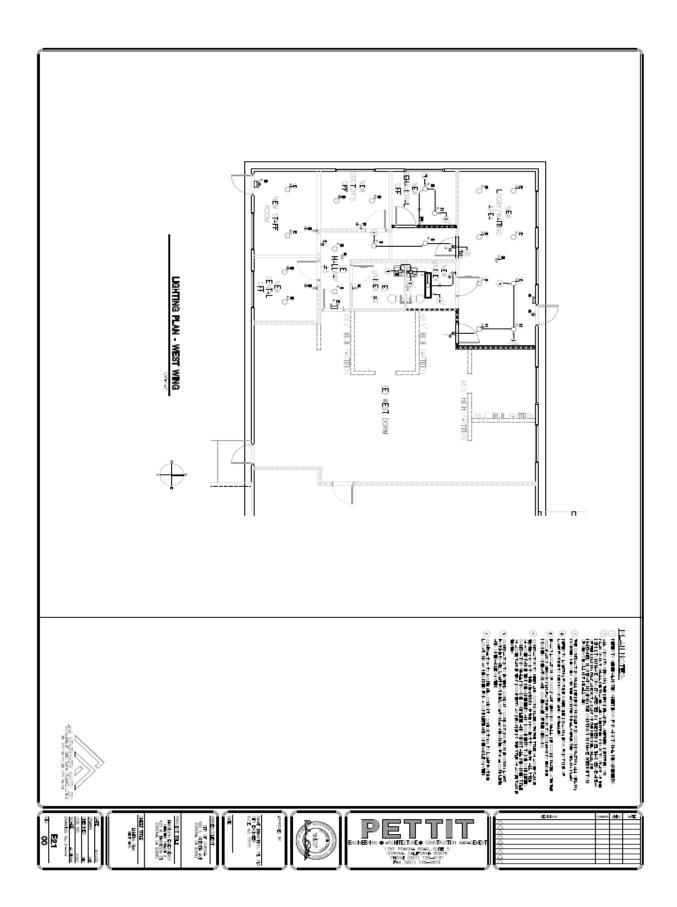


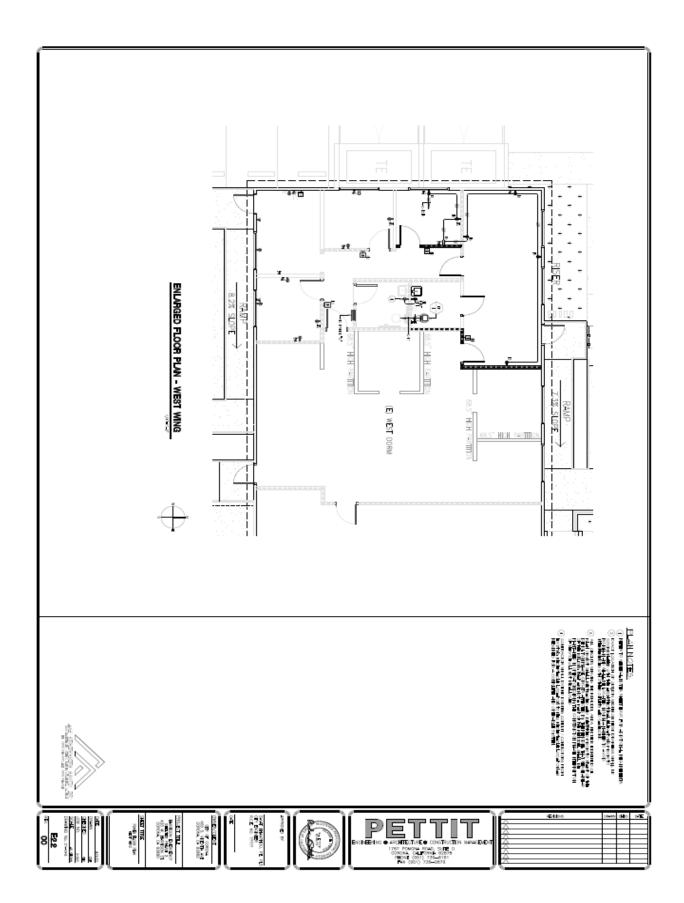




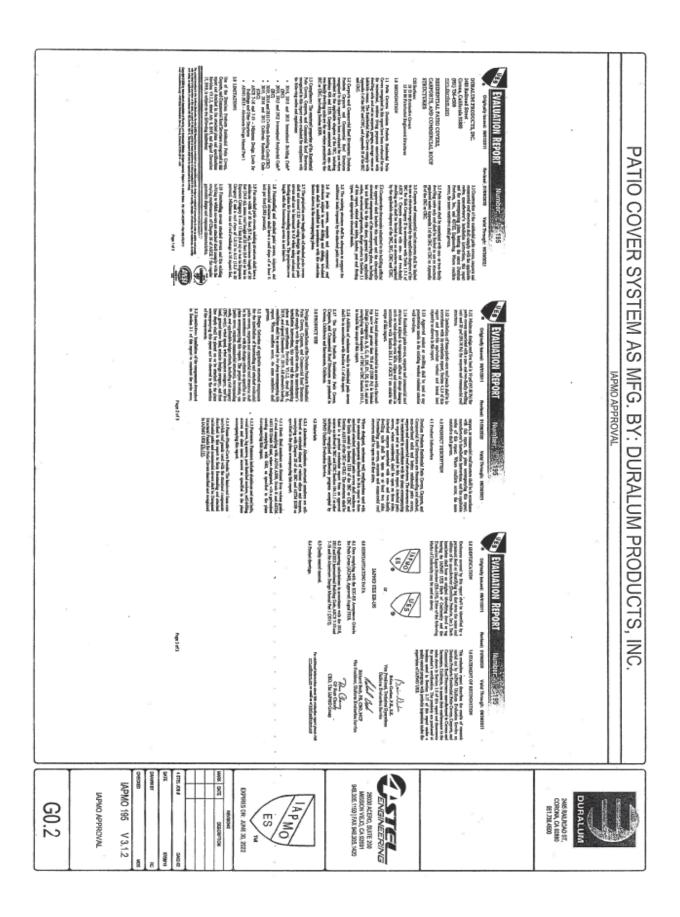


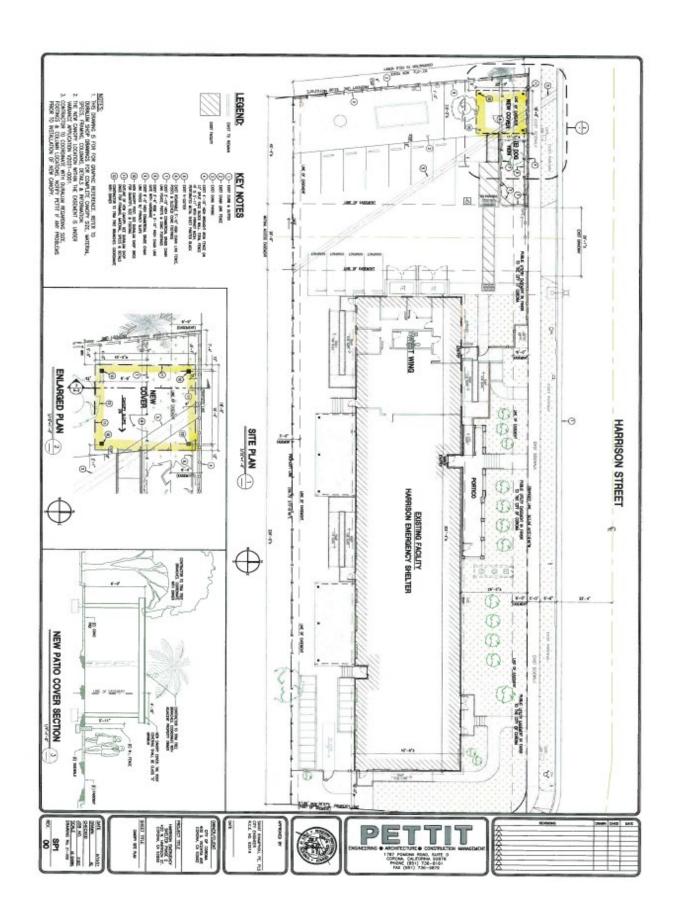


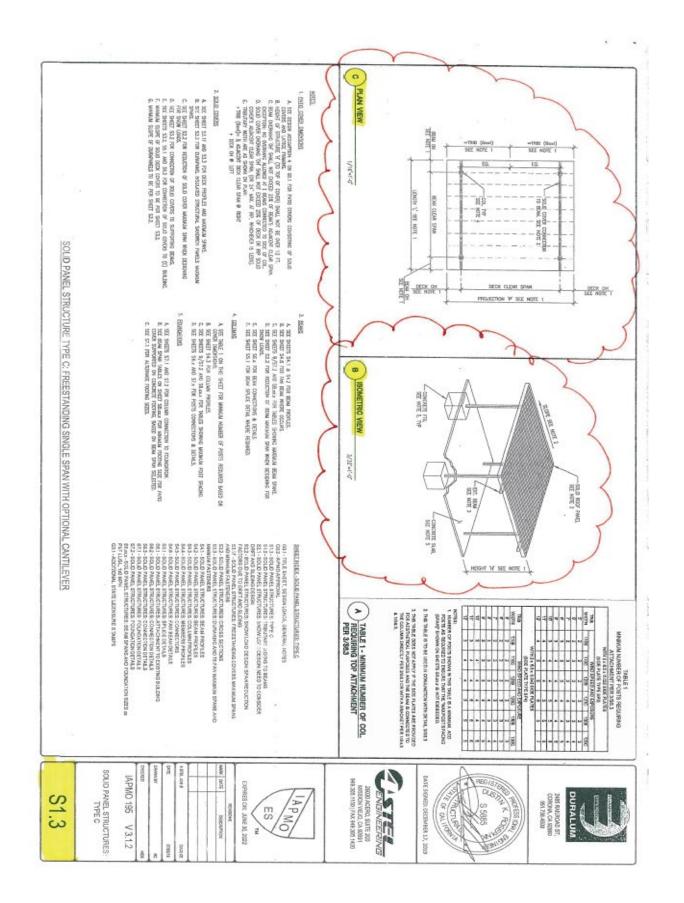


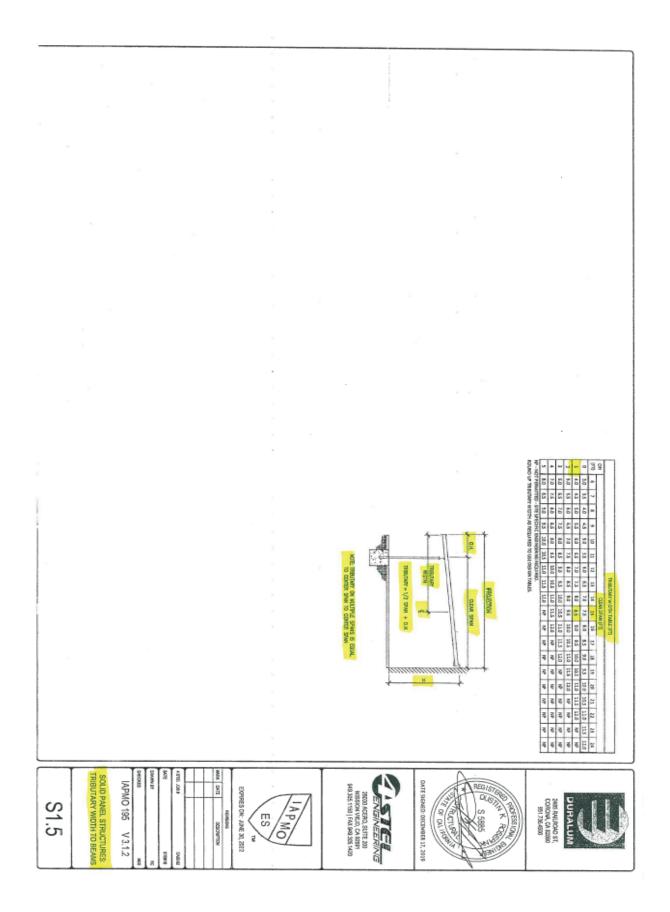


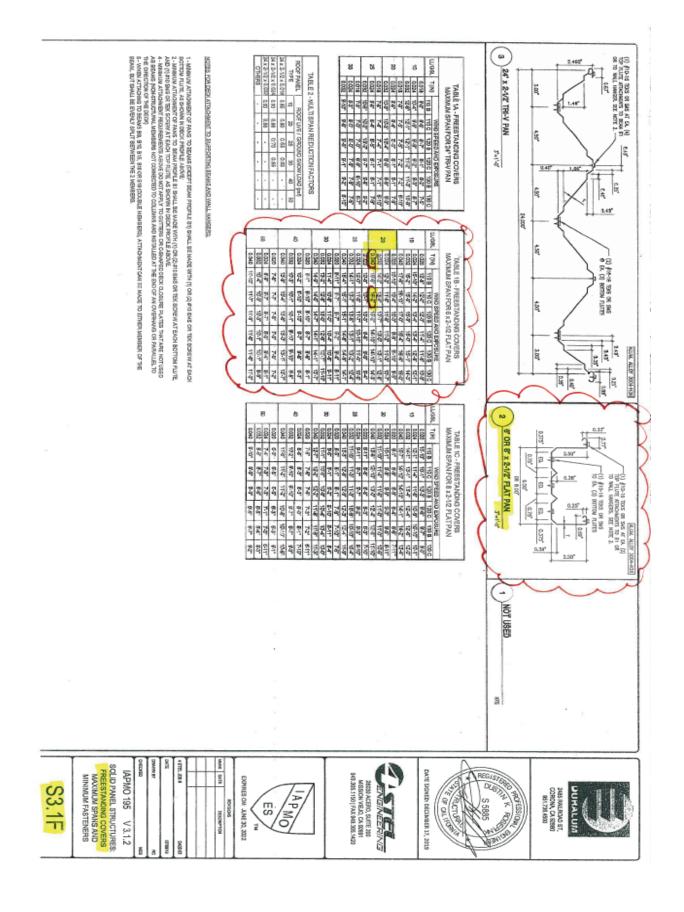
ALL IMAZE OTELTS BOLL DE STADOS.  865 5955 NO DELLA POLLES STADOS.  965 5955 NO DELLA POLLES STADOS.	SHEET INDEX			COMMUNICATIONS  1. IMPROMENDOS ZONE CONCRETA CONTRACTA INVESTIGATA, INVEST.  1. IMPROMENDOS ZONE CONCRETA CONTRACTA INVESTIGATA INVEST.  1. IMPROMENDOS ZONE CONCRETA CONTRACTA INVESTIGATA INVESTIGAT	COMPANION TO THE WASHINGTON ON A CHARLES AND THE WASHINGTON AND THE WASHINGTON OF THE WASHINGTON OF THE WASHINGTON ON A CHARLES AND THE WASHINGTON ON	A MATORIAN CHARACTER PACKA, PALES  E MATORIAN CHARACTER CHARACTER PACKA, PALES CHARACTER STRUCTURES IN THE PACKA OF FARMAND COMPOSITION OF THE LAND ASSEMBLY THE PACKA OF THE PACKA OF THE LAND ASSEMBLY THE PACKA OF THE LAND CONTROL OF THE LAND CONTROL OF THE LAND CONTROL OF THE LAND CONTROL OF THE PACKA OF THE LAND CONTROL OF THE PACKA OF THE LAND CONTROL OF THE LAND CONTROL OF THE PACKA OF THE LAND CONTROL OF THE LAND CONT	EXEMPLE CONTRIBUTION OF THE PROPERTY IN THE STATE OF THE	SEW LIANCISCIEN NAMICITES.  ET DE LE LIANCISCIEN NAMICITES.  ET DE LE LIANCISCIEN NAMICITES DE LE MARRISO DE LE MARRISO DE LE MARCINO DE DELLA METER DE LIANCISCIEN DE LE LIANCISCIEN DE LE LIANCISCIEN DE LE LIANCISCIEN DE LE LIANCISCIEN DE LA LIANCISCIENTE DE LA LIANCISCIEN DE LA LIANCISCIENTE DEL LIANCISCIEN DE LA LIANCISCIENTE DE LA LIANCISCIENTE DELLA LIANCISCIE	A HERITANDE CHEED SHALL THE RECOCCED WELFARM THE GOADS INFORMATING AND SHAPE	AN LOAN CHRISTIAN MANAGEMEN. THE TELEPORAL PROCESSOR AND ANY THE SHAMPHELI PORT HE REPORT TO HERE ANY CHRISTIAN AND ANY CHRISTIAN ANY CHRISTIAN AND ANY CHRISTIAN AND ANY CHRISTIAN	CONTRIBUCIONOS.  WE SONO TO THE CONTRIBUTATION CONTRIBUTATION AND REPORT CONTRIBUTATION AND THE POLITIMENT CONTRIBUTATION OF THE POLITICATION OF T	DESIGN PARAMETERS	CONTRACTOR I ADMIT CONTRACT STREAM IN 1900 SHY TOUR CONTRACTOR STREAM CONTRACTOR STREAM STREAM SHOULD STREAM STREAM STREAM SHOULD SHOULD STREAM STREAM STREAM SHOULD SHOULD STREAM STREAM SHOULD SHOUL	ENGINEE SISSISSISSISSISSISSISSISSISSISSISSISSIS	POINT OF CONTACTS	PATIO COVER SYSTEM AS MEG
	UM FORW COLD	WALLING	JOS HAVIE .	THE SECTION OF THE PROPERTY OF THE TRANSPORT OF THE PROPERTY OF THE PROPE	* THE COMMENT AND THE PROPERTY CONTRACT CONTRACT AND THE DESIRITIONS, AND AND THAN IS NOT REQUIRED AND THE PROPERTY CONTRACT AND THE REPORT OF THE CONTRACT AND THE PROPERTY CONTRACT AND THE PROPERTY OF THE	THE OF THE PLY OF NAME THE ATTENDED PROJECT PROJECT.  IN THE ATTENDED PROJECTOR PROJECTOR PROJECT AND THE PROJECT AND THE ATTENDED PROJECT AND THE	NOTES TO LOCAL AUTHORITY HAVING JURISDICTION AND ENTITY SUBMITTING DRAWINGS FOR APPROVAL	A TRANSMAN MANANTANIAN PENTANIAN TENDANGKAN KANTANIANAN KANTANIAN KANTANIAN KANTANIAN KANTANIAN KANTANIAN CHEMIKUKAN KANTANIAN	SEARM CREATED BY CHREATERS ALTIMA  RECORD CONTROL OF THE CONTROL O	RECEINGS  1. ALLEW PLUMP CONTROL TO MALE AND AN ANALYMAN, INSPECTATION OF AN ANALYMAN AND ANALYMAN ANALYMAN AND ANALYMAN ANALYMAN AND ANALYMAN AND ANALYMAN AND ANALYMAN AND ANALYMAN AND ANALYMAN AND ANALYMAN ANALYMAN ANALYMAN AND ANALYMAN AND ANALYMAN	THE REPORT OF THE PROPERTY OF	A STATE ALL PROPERTY OF A STATE O	WINDS SELECTIONS  AND SELECTION OF THE PROPERTY OF THE PROPERT	TRUE LIBRATION DE METHETHE NA CHAUTORISTIC TENGEN SE LEGIS TO SERVICE AND THE CHAUTE LIBRATION SERVICE	GENERAL NOTES	PATIO COVER SYSTEM AS MEG. BY: DURALLIM PRODUCTS INC.
G0.1		TITLE SHEET, DESIGN LOADS, GENERAL NOTES	IAPMO 195 V 3.1.2	Se Anness ave Remain	EDIFFEE OF JUNE 20, 2022	ES MO		MISSION VIE.D, CA13091 MISSION VIE.D, CA13091 MISJOS.1150   FAX 949.305,1430	SHERING	DATE SSOMED: DECEMBER 17, 2019	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	SO THE PROPERTY OF		DURALUM		

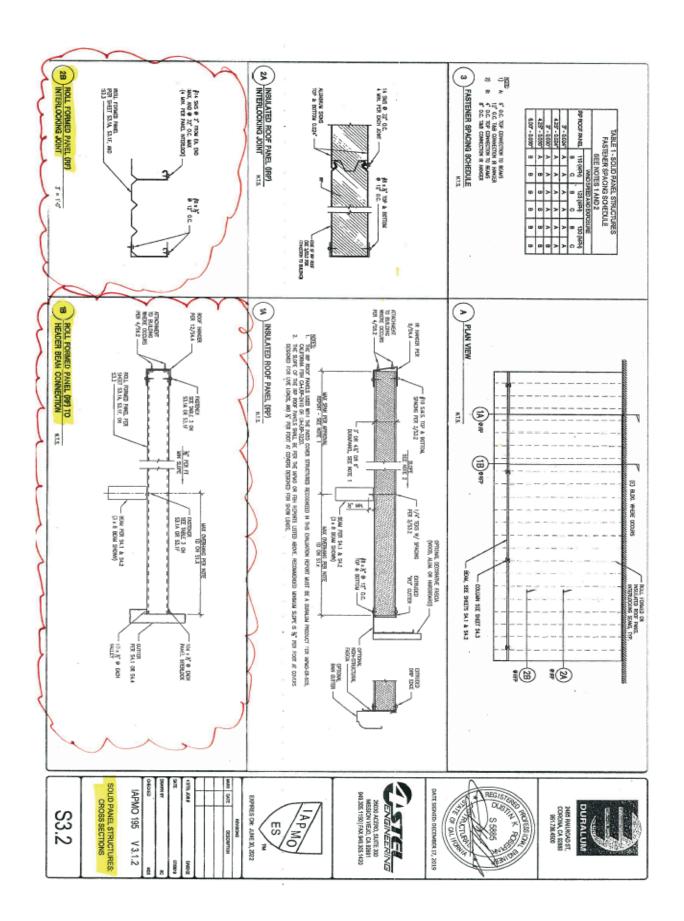


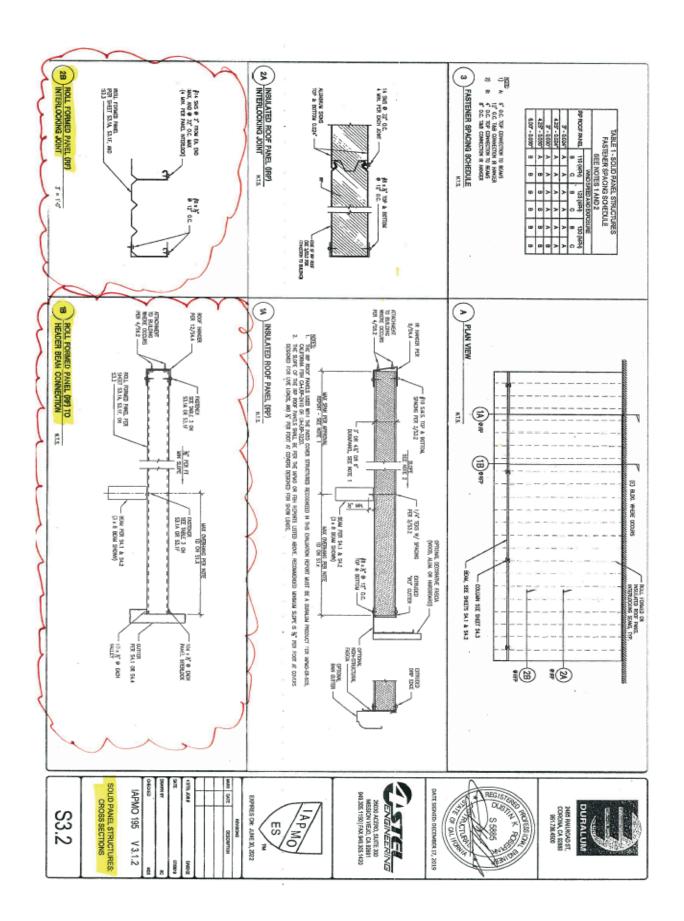


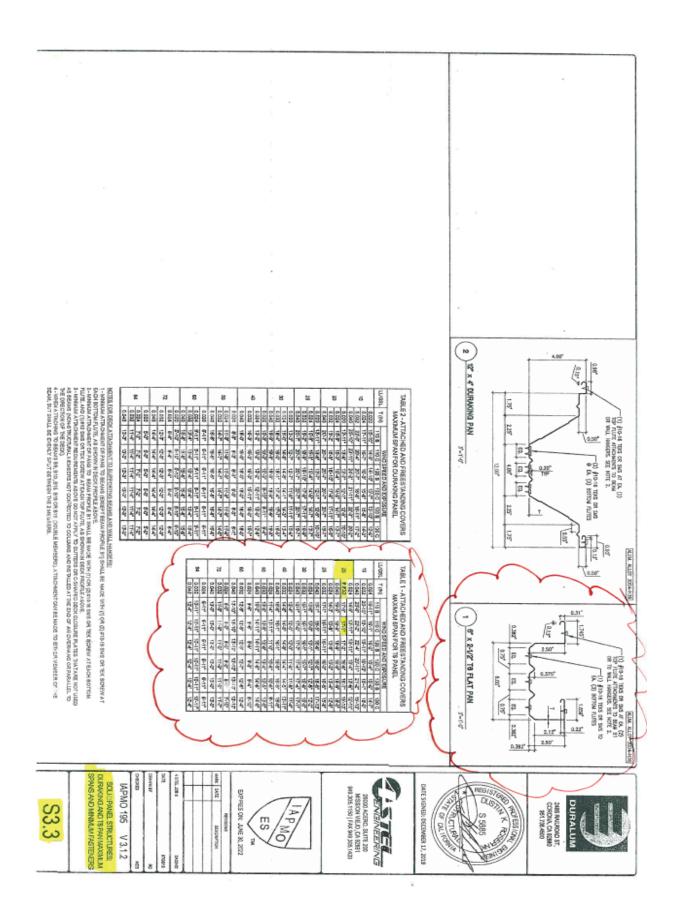


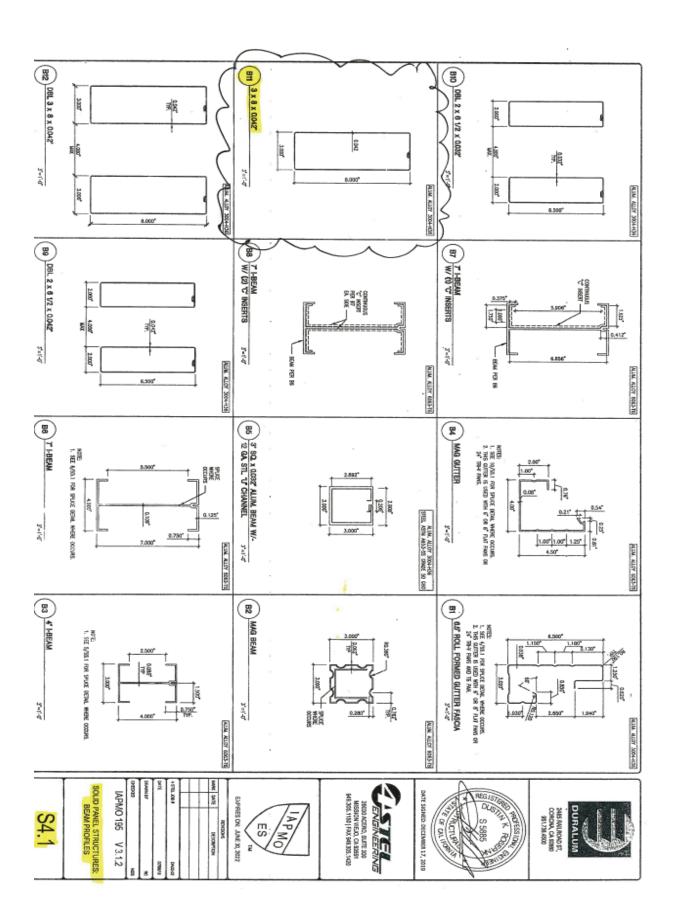


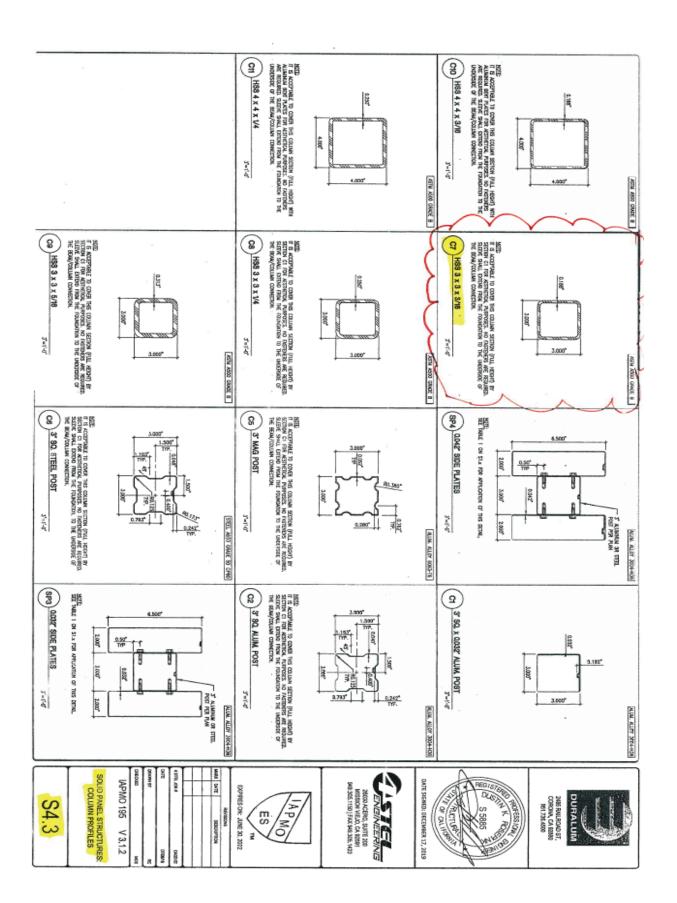


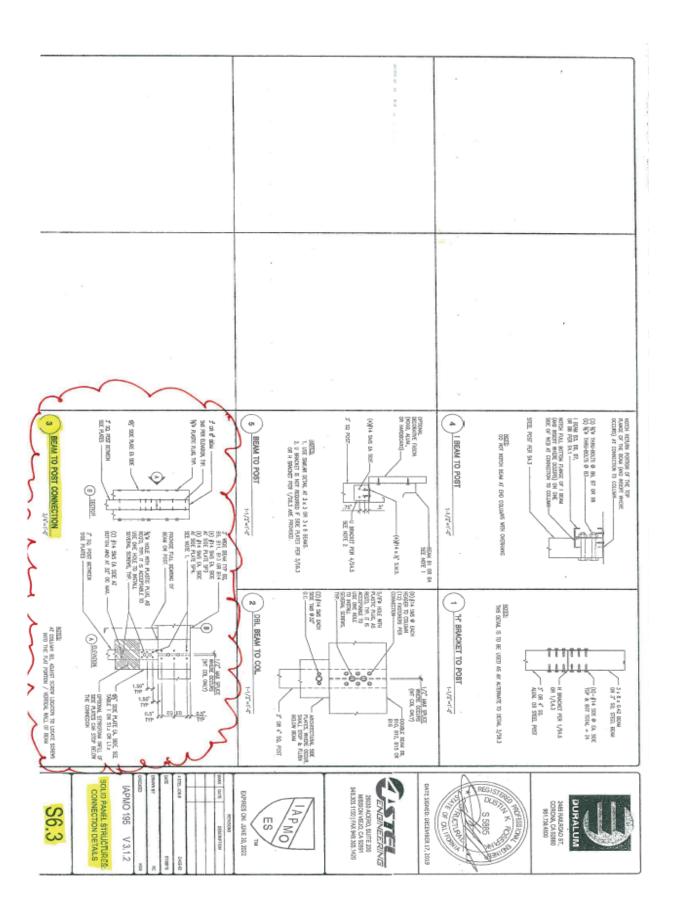


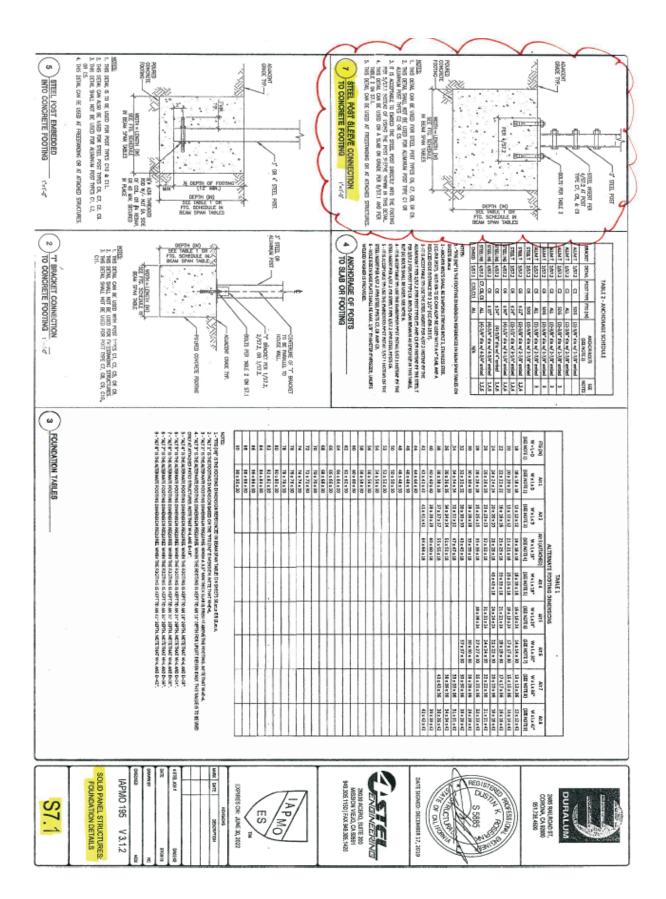


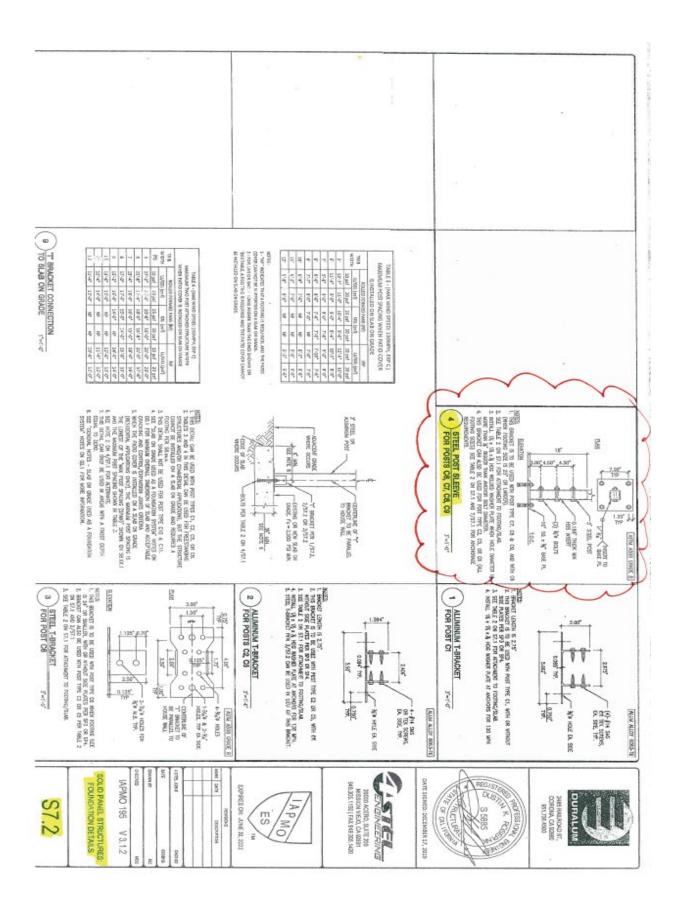




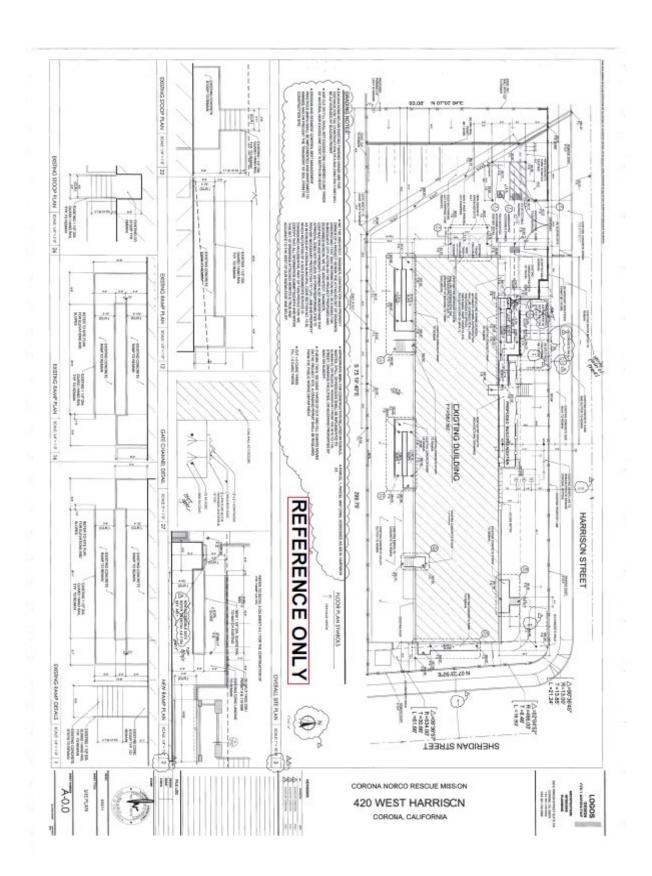


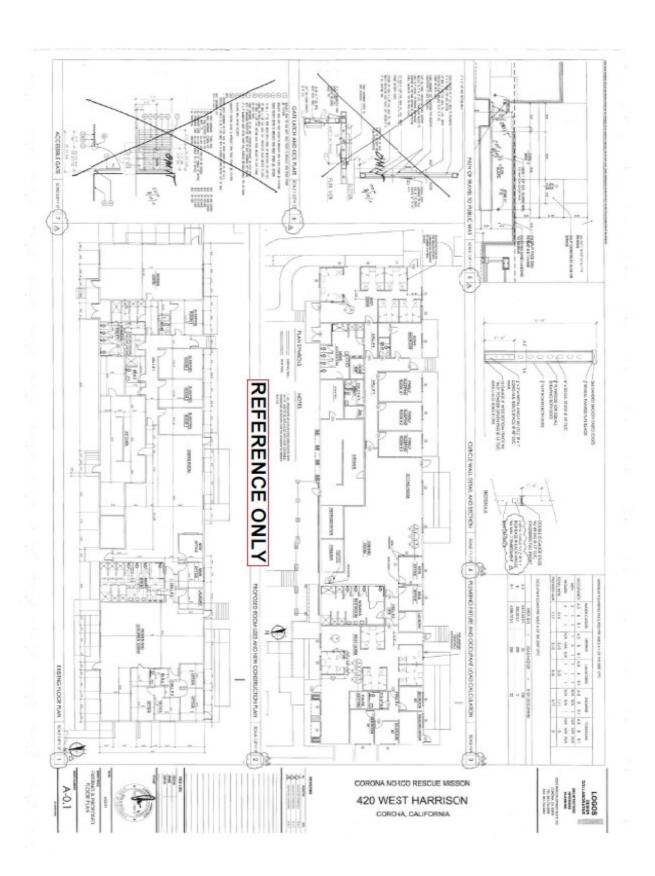


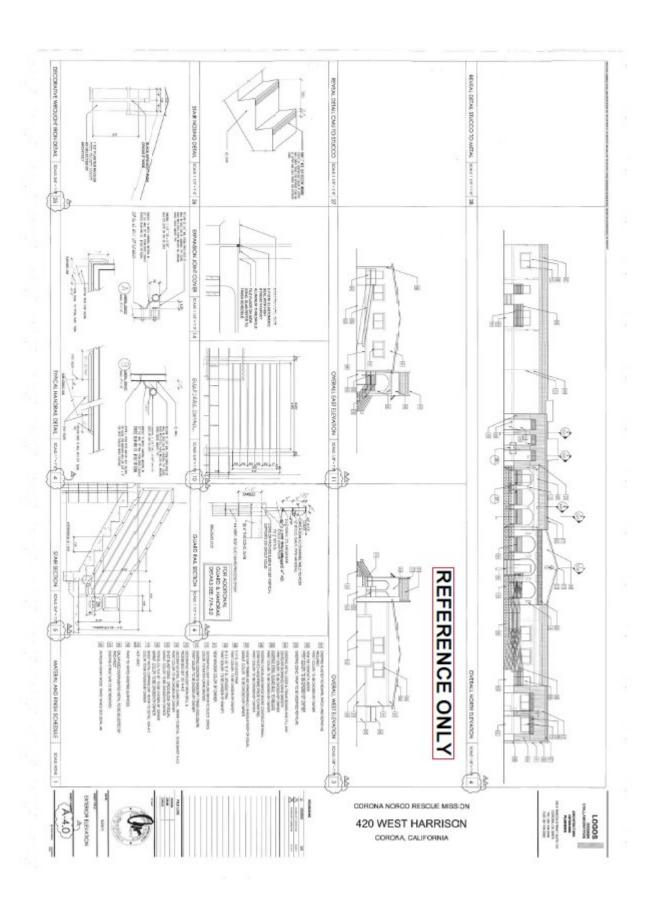












## **EXHIBIT "E"**

#### ASSURANCE OF COMPLIANCE

# ASSURANCE OF COMPLIANCE WITH THE RIVERSIDE COUNTY HOUSING AND WORKFORCE SOLUTIONS NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

City of Corona ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 I, (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 31I(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this AGREEMENT.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE SUBRECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the use of U.S. Department of the Treasury ("U.S. Treasury") Coronavirus State and Local Fiscal Recovery Funds ("SLRF") under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter "ARPA" or the "Act", will be prohibited.

BY ACCEPTING THIS ASSURANCE, the SUBRECIPIENT agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, U.S. Treasury and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, U.S. Treasury shall have the right to invoke fiscal sanctions or other legal remedies, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date	Grantee's Authorized Signature

400 S. Vicentia Avenue Corona CA. 92882

Address of Vendor/Recipient (08/13/01)

CR50-Vendor Assurance of Compliance

# **EXHIBIT "F"**

## GRANTEE PAYMENT REQUEST FORM 2076A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

#### CONTRACTOR PAYMENT REQUEST

То:	County of Ri Continuum of 3403 Tenth Riverside, C	of Care St, Suite 310	From:	Remit to Name Remit to Address City Contract Number	State	Zip Code
Total	amount requ	ested: \$for t	he period	l of		
	Select Paymen	t Type (s) Below:				
	Advance Pa	yment \$		Actual Payment	\$	
	(if allowed by	Contract/Grant)		(reimbursement of act	tual program cost	s)
		Expense Category		Current		
		List each line item as outlined in Contract budge	<b>'</b>	Expenditures		
			+			
	ļ					
			\$	0.00		
Any q	uestions rega	rding this request should be directed to:				
				Name	Phone	Number
l here	by certify und	er penalty of perjury that to the best of m	knowle	dge the above is true a	and correct	
		Authorized Signature		Title		Date
		Authorized Signature		TERS		Date
FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE						
		Purchase Order # (10)	1	nvoice #		
		Amount Authorized				
	If amount authorized is different from amount request, please					
	see attached claim recap for adjustments,					
		Program	Dat	e		

Grantee to submit invoice with back-up documentation for \$1,000,000 of the \$3,000,000 in construction renovation work completed.

## **EXHIBIT "G"**

#### SUPPORTING DOCUMENTATION REQUIREMENTS

#### GENERAL GUIDELINES

- Claims must be submitted in an organized format.
- ❖ All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
- ❖ Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
- Any claims difficult to review due to organization or backup documentation issues will be rejected.
- ❖ All claims must be in accordance with the terms and conditions of your contract.

#### FISCAL YEAR-END (JUNE 30)

❖ The County's fiscal-year end is June 30 of each calendar year. The County's ACO (Auditor-Controller's Office) has an early cutoff to process invoices at year-end. To be processed and paid in the month of June, all claims must be received by **June 6**.

\*If June 6 falls on a weekend, the deadline is the prior Friday (June 4 or 5).

- ❖ Claims received <u>after June 6</u> will still be paid. However, payment will be delayed until after June 30.
- ❖ Claims at year-end must still follow the same general guidelines.

\*Estimates are not allowed unless specifically authorized by our fiscal team.

#### PERSONALLY IDENTIFIABLE INFORMATION (PII)

- ❖ All PII of program participants **must** be redacted, including:
- Name, Date of birth, Social Security Number, Driver's License Number
- ❖ Instead of the client's name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.

#### FORMS / SUMMARY WORKSHEETS - Required with each claim.

Spreadsheets must be provided in Excel format.

- ❖ SIGNED/DATED Payment Request Form (<u>current version</u> of Form 3106 or Form 2076A, depending on the grant)
- ❖ Staffing Detail Worksheet
- \* Rental Assistance Summary Worksheet, if applicable
- Summary Worksheet for other expenses

#### LEASING / RENTAL ASSISTANCE – Required at time of client move-in and

- Lease agreement
- \* Rent reasonableness, if required by the grant
- \* Rent calculation, if required by the grant

#### LEASING / RENTAL ASSISTANCE - Required with each claim.

- ❖ Invoice or documentation of rent amount and due date
- Proof of payment (cancelled check or check stub)

#### STAFF / PAYROLL - Required with each claim.

- ❖ Time and Activity Report Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
- ❖ Include Pay Stub or Payroll Report
- All documentation must match with employee timesheet/timecard.
   \*timesheet/timecard is not a substitute for the time and activity report

# STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.

- ❖ Copy of the policy with rate by employee − Required with first claim and with any changes.
- ❖ Invoice and proof of payment (cancelled check or check stub)

#### **OTHER EXPENSES**

- ❖ Invoice/receipt including date and explanation of expense explanation of
  - Proof of payment of the credit card statement (cancelled check or check stub)
- ❖ Vehicle/mileage costs (including insurance) Documentation must be provided that connects the vehicle or driver to the **specific** grant/contract.

#### PROOF OF PAYMENT - CREDIT CARD PAYMENTS

- Credit card statement with relevant charge(s) highlighted
  - Proof of payment of the credit card statement (cancelled check or check stub)

## **EXHIBIT "H"**

## **Prohibition Against Conflicts of Interest**

Community Development Block Grant Policy Manual, I.D. # <u>A-11</u>

TOPIC: CONFLICT OF INTEREST CODE

RIVERSIDE COUNTY

Housing & Workforce Solutions

DATE: MARCH 1999

This Conflict of Interest Code is written to comply with Federal Regulations 2 CFR Section 200.318(c) and 2 CFR Section 200.112. Grantee shall also comply with the conflict of interest provisions in the ARPA Rules.

- 1) No employee, officer, or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- 2) Such a conflict will arise when:
  - i) The employee, officer or agent;
  - ii) Any member of the immediate family;
  - iii) His/Her partners; or
  - iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.
- The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.
- 4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:
  - i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
  - ii) Any real property in which the official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.
  - iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
  - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
  - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.
- 5) For purposes of **Section 4**, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.

#### **EXHIBIT "I"** 1 Sample 2 **Contractor Debarment Certification Form** 3 4 5 **Excluded Parties Lists System (EPLS)** 6 The purpose of EPLS is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of 7 federal financial and nonfinancial assistance and benefits. 8 The EPLS was established to ensure that agencies solicit offers from, award contracts, grants, or financial or nonfinancial assistance and benefits to, and consent to subcontracts with responsible contractors/vendors only and not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in an affected 10 program. In July 2012, all records from CCR/FedReg, ORCA, and EPLS, active or expired, were moved to the System for 11 Award Management (SAM). SAM is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. 12 The County of Riverside requires that each contractor/vendor hold the required federal/state/local license for the 13 service provided. 14 Please complete the following verification process for each contractor/vendor: 15 STEP 1: <u>Visit https://www.sam.gov/portal/public/SAM/</u> 16 STEP 2: Under "Search Records", enter the company name and press enter. 17 STEP 3: Click "Print" on the Search Results page. 18 STEP 4: Repeat steps 2 & 3 for variations of the name of contractor/vendor (individual last name or firm). 19 STEP 5: Attach print out of search results to this certification as supporting documentation. 20 STEP 6: Attach to this certification as supporting documentation a copy of contractor/vendor license for the service provided. 21 By signing below ARPA Recipient, developer name, has verified the contractor/vendor known as, 22 name of contractor/vendor, was not listed in the Excluded Parties Lists System and has the required 23 contractor/vendor license as of date of verification. 24 25 DEVELOPER SIGNATURE 26

27

# **EXHIBIT "J"**COVENANT AGREEMENT

NO FEE FOR RECORDING

PURSUANT TO GOVERNMENT CODE

SECTION 6103

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

County of Riverside

3403 10th Street, Suite 300

Riverside, CA 92501

Attn: Heidi Marshall

SPACE ABOVE THIS LINE FOR RE'ORDER'S USE

A.P.N.: [119-290-049] T.R.A. [004-003]

#### **COVENANT AGREEMENT**

This Covenant Agreement ("Covenant") is made and entered into as of the day of April 9, 2024, the date of recordation of the notice of completion on the project, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), and City of Corona, a general law city ("OWNER").

#### **RECITALS**

WHEREAS, OWNER has a fee simple interest in that certain real property located at 420 W. Harrison Street, Corona CA 92878 in the County of Riverside, also identified as Assessor's Parcel Number 119-209-049, and more specifically described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the "Property");

WHEREAS, on April 9, 2024 COUNTY and OWNER entered into that certain Grant Agreement for the Use of ARPA Funds dated April 9, 2024 (the "ARPA Grant Agreement" or

"Agreement") which provides for, among other things, the replacement and/or addition of new roof shingles and sheathing, addition of new facility components including but not limited to an onsite clinic in the west wing of the building, a dog run shelter, security system enhancements, mandated Americans with Disabilities ACT (ADA) improvements in bathrooms, showers, kitchen and other places in the facility and replacement of all 4 exterior ADA access ramps, interior and exterior paint, new floor coverings, fencing, landscaping, storage lockers, parking lot slurry seal, interior murals, new appliances for the kitchen and laundry room, new countertops in the bathrooms, new HVAC systems, commercial generator installation, enhanced fire safety and protection system and other renovations that transformed the functionality and life of the facility. The renovation in the creation of a 40-bed low barrier emergency shelter/navigation center at 420 Harrison Street, Corona, CA. The required and mandated improvements (collectively, the "Project") increased the functionality and delivery of services at the facility.

WHEREAS, the beds at the Project will be reserved as ARPA-Assisted Units ("ARPA-Assisted Units") for individuals experiencing unsheltered homelessness with ties to the City of Corona who are presumed eligible in accordance with HUD Regulations 24 CFR 570.208 (a) (2) (i) (A). Capitalized terms not defined herein shall have the meaning ascribed to them in the ARPA Grant Agreement;

WHEREAS, the County is providing funding under the American Rescue Plan Act of 2021 (Title VI of the Social Security Act Section 602 et seq.), herein after "ARPA," for the purposes of providing decent, safe, and sanitary permanent supportive housing to homeless and chronically homeless households;

WHEREAS, pursuant to the ARPA Grant Agreement, COUNTY granted to OWNER One Million Dollars (\$1,000,000) derived from SLFRF funds ("ARPA Grant"), to pay for a portion of the renovation expenses of the Project, as more fully described in the ARPA Grant Agreement;

WHEREAS, COUNTY is providing funding under the American Rescue Plan Act of 2021 (Pub. L. 2117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), herein

after "ARPA," for the purposes of providing decent, safe, and sanitary permanent supportive housing to homeless and chronically homeless households;

WHEREAS, OWNER warrants that the use of the ARPA Grant funds complies with an Eligible Use of ARPA under the ARPA Rules; and

WHEREAS, pursuant to the ARPA Grant Agreement, OWNER has agreed to complete the Project on the Property and ensure the ARPA-Assisted Units are occupied by Qualified Individuals consistent with the ARPA Rules (as defined in the ARPA Grant Agreement) and as set forth more specifically below.

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) <u>RESTRICTIONS.</u> 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) fifteen (15) years from April 9, 2024, the date of this Covenant Agreement, or (ii) December 1, 2038 ("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:
  - All the beds at the Project shall be restricted as ARPA-Assisted Units provided to homeless individuals or individuals at risk of homelessness, at the time of initial occupancy.
  - ii) OWNER shall comply with ARPA Rules, the ARPA Grant Agreement, and this Covenant and any other instrument secured against the Property.

#### 2) RESERVED.

3) <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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., including, but not limited

3

4 5

67

9

8

11 12

10

13 14

15

1617

18

19 20

21

22

23

2425

26

27

28

to the following:

- a) The Coronavirus State and Local Fiscal Recover Funds ("SLFRF" or "ARPA Funds").
- b) Other Federal requirements and nondiscrimination. As set forth in the ARPA Rules and the ARPA Grant Agreement.
- 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 execution of the Covenant Agreement, 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, the 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

Agreement 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 Agreement or this Covenant.

- 8) <u>INSURANCE</u>. 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) <u>Worker's Compensation Insurance</u>. 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) <u>Commercial General Liability Insurance</u>. 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 \$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.

- c) <u>Sexual Abuse or Molestation (SAM) Liability</u>: If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.
- 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 agreement 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").

#### e) <u>General Insurance Provisions – All Lines.</u>

(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.
- 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 'OUNTY's insurance and/or deductibles and/or self-insured retentions 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

17

18

19

20

21

22

23

24

25

26

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 Agreement.
- 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 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 OWNER, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. 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 Agreement 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 **Section 9** shall survive the expiration and earlier termination of this Covenant.

10) <u>NOTICES</u>. 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	<u>GRANTEE</u>
Director HWS	Homeless Solutions Manager
County of Riverside	Karen Roper
3403 10 <sup>th</sup> Street, Suite 300	400 S. Vicentia Avenue
Riverside, CA 92501	Corona, CA 92882

- 11) <u>REMEDIES</u>. 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) <u>TERM</u>. Every 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 CURE. Prior to exercising any remedies hereunder, the 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 the COUNTY; but in no event no later than sixty (60) days from delivery of such notice of default, subject to force majeure.

14) If a violation of any of the covenants or provisions of this Covenant remains uncured after the respective time period set forth in **Section 13**, 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 the 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 ARPA Grant Agreement and this Covenant, provided, however OWNER shall not be released of all obligations under the ARPA Grant Agreement and this Covenant.

17) <u>AMENDMENTS OR MODIFICATIONS</u>. 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) <u>BINDING EFFECT</u>. 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 ARPA Grant 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 the COUNTY (each, a "Permitted Lender") and nothing herein or in the ARPA Grant 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) <u>SEVERABILITY</u>. 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 Agreement shall remain in full force and effect.

#### 22) PROJECT MONITORING AND EVALUATION.

- a) Reserved.
- b) <u>Inspections</u>. During the Affordability Period, COUNTY must perform on-

15

18 19

20 21

22 23

24 25

26 27

28

The on-site inspections shall occur within 12 months after execution of the Covenant Agreement and at least once every 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 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 OWNER must annually certify to the COUNTY that each building and all ARPA-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 the COUNTY ARPA-Assisted Project, as set forth by HUD through notice.

23) ACCESS TO PROJECT SITE. Representatives of the COUNTY and the Federal or State awarding agencies 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 and/or the Federal or State awarding agency 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 ARPA Grant 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) Recitals. The Recitals set forth above are true and correct and incorporated herein by this reference.

1	26) This Covenant and the ARPA Grant Agreement set forth and contain the entire
2	understanding and agreement of the parties hereto. There are no oral or written representations
3	understandings, or ancillary covenants, undertakings or agreements, which are not contained or
4	expressly referred to within this Covenant, and the ARPA Grant Agreement, including al
5	amendments and modifications to the Agreement.
6	
7	[Remainder of Page Intentionally Blank]
8	
9	
10	[SIGNATURES ON THE NEXT PAGE]
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	

Page 108 of 112

1	IN WITNESS WHEREOF, COUNTY and OWNER have executed this Covenant as of		
2	the dates written below.		
3	COUNTY:	GRANTEE:	
4	COUNTY OF RIVERSIDE, a political	City of Corona, a General Law City	
5	subdivision of the State of California	·	
6			
7 8	By: Heidi Marshall, Director HWS	By: Jacob Ellis, City Manager	
9			
10	Date:	Date:	
11			
12			
13	(Above signatu	res need to be notarized)	
14			
15	APPROVED AS TO FORM:		
16	MINH C. TRAN, COUNTY COUNSEL		
17			
18	By:Paula S. Salcido	_	
19	Deputy County Counsel		
20			
21			
22 23			
24			
25			
26			
27		S-1	
28	Pag	ge 109 of 112	

## (COUNTY and OWNER signatures need to be notarized

. \_

S-1

Page 110 of 112

## < CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT >

S-1

Page 111 of 112

# **EXHIBIT "A"**

### LEGAL DESCRIPTION OF PROPERTY

ASSESSOR'S PARCEL NUMBER: 119-29-049

420 W. HARRISON STREET 119-290-049

Page 112 of 112

Page 113 of 112