

**SUBRECIPIENT AGREEMENT FOR THE HOMELESS, HOUSING,
ASSISTANCE, AND PREVENTION PROGRAM (HHAP)**

THE ILLUMINATION FOUNDATION

Recuperative Bed Program

THIS AGREEMENT is made and entered into this ____ day of _____, 202__ (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“CITY”) and THE ILLUMINATION FOUNDATION, a California non-profit corporation (“SUBRECIPIENT”).

RECITALS

A. Pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), the State of California has established the Homeless Housing, Assistance, and Prevention Program (HHAP), administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH).

B. HHAP provides one-time block grant funds to the thirteen largest cities in the State with populations greater than 300,000 (as of January 1, 2019) to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges.

C. On May 10, 2020, CITY entered into Standard Agreement Number 20-HHAP-0040 with the State of California to receive Six Million Nine Hundred Two Thousand Two Hundred and Forty-Four Dollars and Eighty-Two Cents (\$6,902,244.82) in funds from HHAP.

D. CITY desires to contract with SUBRECIPIENT for eligible uses of HHAP funds that are consistent with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), which include, but are not limited to, one or more of the following: (1) Rental Assistance and Rapid Rehousing; (2) Operating Subsidies; (3) Landlord Incentives; (4) Outreach Services; (5) Systems Support; (6) Permanent Housing and Innovative Housing Solutions; (7) Homeless Prevention; and (8) New Navigation Centers and Emergency Shelters based on Demonstrated Need.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and the mutual benefits to be derived therefrom, CITY and SUBRECIPIENT agree as follows:

1. **DEFINITIONS.**

A. “BCSH” means to the State of California Business, Consumer Services and Housing Agency.

B. "Demonstrated Need" means the need for new Navigation Centers and Emergency Shelters, based on the number of available Emergency Shelter beds in the City of Riverside, the Emergency Shelter vacancy rate in the summer and winter months, the percentage of exists from Emergency Shelters to permanent housing solutions, and a plan to connect residents to permanent housing.

C. "Emergency Shelter" has the same meaning as defined in Health and Safety Code section 50801, subdivision (e).

D. "Expend" or "Expended" means all HHAP funds Obligated under this Agreement have been fully paid and receipted, and no invoices remain outstanding.

E. "HHAP" means the Homeless Housing Assistance and Prevention program established pursuant to Chapter 6 of Part 1 of Division 31 of the Health and Safety Code. HHAP and Program are used interchangeably in this Agreement.

F. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as amended.

G. "Homeless Prevention" means homeless prevention services and shelter diversion programs aimed at moving Homeless to permanent housing.

H. "Homeless Youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless Youth" includes unaccompanied youth who are pregnant or parenting.

I. "Housing First" has the same meaning as in Welfare and Institutions Code section 8255, including all of the core components listed therein.

J. "Landlord Incentives" means security deposits, holding fees, and similar incentives provided to landlords for housing Homeless individuals.

K. "Navigation Center" means a Housing First, low-barrier, service-enriched shelter focused on moving Homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

L. "Obligate" or "Obligated" means that the SUBRECIPIENT has placed orders, awarded contracts, received services, or entered into similar transactions that require payment from the HHAP funds allocated to SUBRECIPIENT pursuant to this Agreement.

M. "Operating Subsidies" means subsidies dedicated to new and existing affordable or supportive housing units, Emergency Shelters, and Navigation Centers.

N. "Outreach Services" means outreach and coordination services to assist Homeless populations in accessing permanent housing and to promote housing stability in supportive housing, such as access to job programs.

O. "Permanent Housing and Innovative Housing Solutions" means the delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.

P. "Rental Assistance or Rapid Rehousing" means housing vouchers, rapid-rehousing programs, and eviction prevention strategies.

Q. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the SUBRECIPIENT with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.

R. "SUBRECIPIENT" means The Illumination Foundation, including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and The Illumination Foundation are used interchangeably in this Agreement.

S. "Systems Support" means system support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system particularly for vulnerable populations, including families and homeless youth.

T. "Target Population" means any person who is Homeless as defined in this Agreement.

2. **SCOPE OF SERVICES.** SUBRECIPIENT shall provide services under Recuperative Bed Program ("Program"), as more particularly described in Exhibit "A" ("Services"), attached hereto and incorporated by reference, and in accordance with this Agreement and the budget attached hereto and incorporated herein as Exhibit "B" ("Budget"). In consideration for the Grant Funds, Subrecipient also agrees to be bound by the covenants, conditions, and restrictions set forth in the covenant agreement, attached hereto as Exhibit "B" and incorporated herein by reference ("Covenant Agreement"). The Covenant Agreement sets forth, among other things, use restrictions, transfer restrictions, maintenance obligations, and nondiscrimination covenants. The Covenant Agreement shall run with the land in favor of the City and shall remain in effect for the term set forth in the Covenant Agreement. A breach of the Covenant Agreement shall be a material breach of this Agreement.

3. **TERM.** The term of the Agreement shall begin on the Effective Date and shall remain in effect until June 30, 2021, unless terminated earlier pursuant to the provisions herein. Parties agree that all services provided to the Target Population shall be provided through June 30, 2040.

4. **GRANT FUNDS.** CITY shall allocate to SUBRECIPIENT a grant amount not to exceed Two Million Six Hundred Thousand Dollars (\$2,600,000) ("Grant Funds"). One hundred percent (100%) of HHAP funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall

be Expended by June 30, 2021. Any HHAP funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by June 30, 2021, shall be returned to CITY. In the event this Agreement is terminated prior to June 30, 2021, any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to CITY within five (5) business days of the notice of termination. The following payment provisions apply to the Grant Funds:

A. Method and Conditions of Payment. SUBRECIPIENT will be paid the actual amount of each approved monthly invoice. CITY may delay payment if the required supporting documentation is not provided or other requirements are not met. All completed claims must be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided, unless otherwise waived by CITY. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. Notwithstanding the foregoing, CITY may issue an advance payment to SUBRECIPIENT upon CITY's approval of a written advance request from SUBRECIPIENT.

B. Ineligible Costs. HHAP funds shall not be used for costs associated with any activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses as identified in Health and Safety Code Section 50219. Eligible costs shall only include those costs incurred during the Term of this Agreement, except for those costs incurred after August 4, 2020, and before the Effective Date, that are approved by CITY.

C. Reservation of Rights. CITY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. CITY has the authority to withhold funds under this Agreement pending a final determination by CITY of questioned expenditures or indebtedness. If the SUBRECIPIENT or its funded subcontractors use HHAP funds to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these funds to CITY. Upon final determination by CITY of disallowed expenditures or indebtedness, CITY may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.

D. Administrative Costs. SUBRECIPIENT must comply with Health and Safety Code section 50219, which limits administrative costs related to the execution of eligible activities to no more than seven percent (7%) of HHAP funds.

E. Expenditure of Funds. SUBRECIPIENT shall Obligate one hundred percent (100%) of HHAP funds by May 31, 2021. Any HHAP funds paid to SUBRECIPIENT, but not Obligated pursuant to this Agreement by May 31, 2021 shall be returned to CITY within five (5) business days. Any Obligated funds shall be Expended by SUBRECIPIENT by June 30, 2021.

F. Budget Amendments. SUBRECIPIENT shall make no changes to the Budget without first obtaining written approval from CITY and BCSH. Any budget amendments must be requested by the SUBRECIPIENT in writing.

G. Withheld Payments. Payments to SUBRECIPIENT may be withheld by CITY if SUBRECIPIENT fails to comply with the provisions of this Agreement.

H. Fiscal Accountability. SUBRECIPIENT agrees to manage funds received through CITY in accordance with sound accounting policies and incur and claim only eligible costs for reimbursement. SUBRECIPIENT must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards.

5. **NON-APPROPRIATION OF FUNDS.** The obligation of CITY for payment of this Agreement is contingent upon and limited by the availability of funding from which payment can be made. This Agreement is valid and enforceable only if sufficient funds are made available to CITY by BCSH. There shall be no legal liability for payment on the part of CITY unless funds are made available for such payment by BCSH. In the event such funds are not forthcoming for any reason, CITY shall immediately notify SUBRECIPIENT in writing and this Agreement shall be deemed terminated having no further force or effect. In the event funding is reduced, CITY shall immediately notify SUBRECIPIENT in writing and it is mutually agreed that CITY has the option to immediately terminate this Agreement or to amend this Agreement to reflect the reduction of funds. CITY shall make all payments to SUBRECIPIENT that were properly earned prior to the unavailability or reduction of funding.

6. **TERMINATION WITHOUT CAUSE.** CITY may terminate this Agreement without cause by giving thirty (30) days written notice served on SUBRECIPIENT stating the extent and effective date of termination.

7. **TERMINATION FOR CAUSE.**

A. CITY may, at any time, upon five (5) days written notice, terminate this Agreement for cause, if SUBRECIPIENT refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. Cause shall include, but is not limited to:

- (1) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
- (2) Use of, or permitting the use of HHAP funds provided under this Agreement for any ineligible activities;
- (3) Any failure to comply with the deadlines set forth in this Agreement;
- (4) Violation of any federal or state laws or regulations; or
- (5) Withdrawal of BCSH's expenditure authority.

B. In addition to the other remedies that may be available to CITY in law or equity for breach of this Agreement, CITY may:

- (1) Bar the SUBRECIPIENT from applying for future HHAP funds;

- (2) Revoke any other existing HHAP award(s) to the SUBRECIPIENT;
- (3) Require the return of any unexpended HHAP funds disbursed under this Agreement;
- (4) Require repayment of HHAP funds disbursed and Expended under this Agreement;
- (5) Require the immediate return to CITY of all funds derived from the use of HHAP funds including, but not limited to recaptured funds and returned funds;
- (6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements; and
- (7) Seek such other remedies as may be available under this Agreement or any law.

C. The rights and remedies of CITY provided in this section shall be cumulative and not exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

8. CONDUCT OF SUBRECIPIENT; CONFLICT OF INTEREST. SUBRECIPIENT covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform CITY of all SUBRECIPIENT's interest, if any, which are or may be perceived as incompatible with CITY's interests. SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.

9. REPORTING REQUIREMENTS. SUBRECIPIENT shall submit an annual report to CITY on forms provided by CITY on June 30, 2021 and June 30, 2022. SUBRECIPIENT shall also submit additional reports that may be requested by CITY and/or BCSH.

A. Annual Reports. The annual report shall contain a detailed report containing the following:

- (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) Amounts awarded to subcontractors with activity(ies) identified.
- (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.

B. Breakdowns. Breakdowns will be expected for each eligible use and program type for the supplemental reporting requirements when required by CITY, 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, and (4) Homeless persons in families with children. SUBRECIPIENT will also be asked to comment on progress made toward local homelessness goals, including demonstration of regional coordination.

10. RECORDS, INSPECTION, AND AUDITS.

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by CITY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting SUBRECIPIENT performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or CITY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit CITY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.

B. SUBRECIPIENT agrees that CITY, BCSH, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide CITY, BCSH, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit CITY,

BCSH, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), HHAP guidance documents published on the website, and this Agreement. SUBRECIPIENT further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. CITY reserves the right to perform or cause to be performed a financial audit. At CITY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's own expense, a financial audit prepared by a certified public accountant. HHAP administrative funds may be used to fund this expense.

- (1) If a financial audit is required by CITY, the audit shall be performed by an independent certified public accountant.
- (2) The SUBRECIPIENT shall notify CITY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by CITY to the independent auditor's working papers.
- (3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audit.
- (4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to CITY for each finding within ninety (90) days from the date of the audit finding report.

11. CONFIDENTIALITY.

A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; CITY information or data which is not subject to public disclosure; CITY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

B. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it

identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code Section (WIC) 10850.

C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.

D. SUBRECIPIENT shall promptly transmit to CITY all third-party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than CITY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by CITY.

E. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to CITY employees.

F. SUBRECIPIENT and its employees shall comply with all applicable provisions of federal and state laws pertaining to conflict of interests, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.

12. **INDEMNITY.** Except as to the sole negligence or willful misconduct of CITY, SUBRECIPIENT shall defend, indemnify, and hold CITY, and its officers, employees and agents, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of or is in any way connected with the Program or the performance of the Services under this Agreement by SUBRECIPIENT or any of its employees, agents or subcontractors, and from all claims by SUBRECIPIENT's employees, subcontractors and agents for compensation for services rendered to Subrecipient in the performance of this Agreement, notwithstanding that CITY may have benefitted from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Subrecipient or of Subrecipient's employees, subcontractors or agents. SUBRECIPIENT understands and agrees that it shall defend CITY from any claim even if it appears to be without merit. SUBRECIPIENT shall also defend, indemnify, and hold CITY harmless from any loss, damage, or attorneys' fees incurred because of any claim by any person or entity, including the State of California. Parties also expressly agree that any payment, attorneys' fees, cost, or expense that CITY incurs, or makes to or on behalf of an injured employee under CITY's self-administered workers' compensation, is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

13. **INSURANCE.**

A. General Provisions. Prior to CITY's execution of this Agreement, SUBRECIPIENT shall provide satisfactory evidence of, and shall thereafter maintain during the

term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by CITY's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

B. Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on SUBRECIPIENT 's indemnification obligations under Section 12.

C. Ratings. Any insurance policy or coverage provided by SUBRECIPIENT or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

D. Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to CITY by certified or registered mail, postage prepaid.

E. Adequacy. City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by SUBRECIPIENT pursuant to this Agreement are adequate to protect SUBRECIPIENT. If SUBRECIPIENT believes that any required insurance coverage is inadequate, SUBRECIPIENT will obtain such additional insurance coverage, as SUBRECIPIENT deems adequate, at SUBRECIPIENT's sole expense.

F. Workers' Compensation Insurance. By executing this Agreement, SUBRECIPIENT represents that SUBRECIPIENT is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. SUBRECIPIENT shall carry the insurance or provide for self-insurance required by California law to protect said SUBRECIPIENT from claims under the Workers' Compensation Act. Prior to CITY's execution of this Agreement, SUBRECIPIENT shall file with CITY either (1) a certificate of insurance showing that such insurance is in effect, or that SUBRECIPIENT is self-insured for such coverage, or (2) a certified statement that SUBRECIPIENT has no employees, and acknowledging that if SUBRECIPIENT does employ any person, the necessary certificate of insurance will immediately be filed with CITY. Any certificate filed with CITY shall provide that CITY will be given at least ten (10) days prior written notice before modification or cancellation thereof.

G. Commercial General Liability. Prior to CITY's execution of this Agreement, SUBRECIPIENT shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance as required to insure SUBRECIPIENT against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of SUBRECIPIENT. City, and its officers, employees and agents, shall be named as additional insureds under SUBRECIPIENT's insurance policies. SUBRECIPIENT's commercial general liability insurance policy shall cover both bodily injury

(including death) and property damage (including, but not limited to, premises operations liability, products completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000. Prior to CITY's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with CITY and shall include CITY and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

H. Subcontractors' Insurance. SUBRECIPIENT shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, which may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers' Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon CITY's request, SUBRECIPIENT shall provide CITY with satisfactory evidence that subcontractors have obtained insurance policies and coverages required by this section.

I. Commercial Automobile Insurance. SUBRECIPIENT is required to provide commercial automobile liability insurance for this Agreement with the exception being those subrecipients that do not require the use of an automobile to meet program requirements as detailed in the Services. If SUBRECIPIENT does not require the use of an automobile to meet program requirements in the Services, SUBRECIPIENT must complete a Certification Regarding Automobile Usage and Receipt of Grant Funding from City of Riverside. If SUBRECIPIENT requires the use of an automobile or must drive to meet program requirements in the Services, SUBRECIPIENT must submit insurance certificates acceptable to CITY that meet the following requirement(s): SUBRECIPIENT's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of SUBRECIPIENT's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with SUBRECIPIENT's performance of this Agreement, which vehicles shall include, but are not limited to, SUBRECIPIENT owned vehicles, SUBRECIPIENT leased vehicles, SUBRECIPIENT's employee vehicles, non- SUBRECIPIENT owned vehicles and hired vehicles. CITY, and its officers, employees and agents, shall be named as additional insureds under the SUBRECIPIENT's automobile insurance policy.

14. **INDEPENDENT CONTRACTOR.** In the performance of this Agreement, SUBRECIPIENT, and SUBRECIPIENT's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of CITY. SUBRECIPIENT acknowledges and agrees that CITY has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to

SUBRECIPIENT, or to SUBRECIPIENT's employees, subcontractors and agents. This Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. SUBRECIPIENT shall be responsible for any and all taxes that apply to SUBRECIPIENT as an employer. SUBRECIPIENT shall determine the method, details, and means by which it provides Services. SUBRECIPIENT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of SUBRECIPIENT in fulfillment of this Agreement. If in the performance of this Agreement, any third persons are employed by SUBRECIPIENT, such persons shall be entirely and exclusively under the direction, supervision, and control of SUBRECIPIENT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law, shall be determined by SUBRECIPIENT.

15. **NO DEBARMENT OR SUSPENSION.** SUBRECIPIENT certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three- year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

16. **COMPLIANCE.** SUBRECIPIENT agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP, CITY, its subcontractors, and all eligible activities. SUBRECIPIENT will comply with all applicable CITY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation. SUBRECIPIENT shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. SUBRECIPIENT shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and approvals to CITY and BCSH upon request.

17. **CORE COMPONENTS OF HOUSING FIRST.** SUBRECIPIENT shall ensure that any housing-related activities funded with HHAP funds, including, but not limited to, Emergency Shelter, Rental Assistance or Rapid Rehousing, and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant

to Welfare and Institutions Code Section 8255(b).

18. EMPLOYMENT PRACTICES.

A. SUBRECIPIENT and its subcontractors shall comply with all federal and state statutes and regulations in the hiring of its employees.

B. During the performance of this Agreement, SUBRECIPIENT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT or its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. In the provision of benefits, SUBRECIPIENT and its subcontractors shall certify and comply with Public Contract Code Section 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

D. By signing this Agreement or accepting funds under this Agreement, SUBRECIPIENT and its subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

19. CHILD SUPPORT COMPLIANCE ACT. SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement.

20. **DRUG FREE WORKPLACE CERTIFICATION.** By signing this Agreement, SUBRECIPIENT, and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug- Free Workplace Act of 1990 (Government Code 8350 et seq.).

21. **PERSONNEL.** Upon request by CITY, SUBRECIPIENT agrees to make available to CITY a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include all staff who work full or part-time positions by title, including volunteer positions, a brief description of the functions of each position and hours each position worked, and the professional degree, if applicable and experience required for each position. SUBRECIPIENT shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, SUBRECIPIENT shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

22. **SUBCONTRACTS.**

A. SUBRECIPIENT shall not enter into any Subcontract with any subcontractor who:

- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
- (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and
- (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBRECIPIENT shall be fully responsible for the acts or omissions of its

subcontractors and the subcontractors' employees.

C. SUBRECIPIENT shall insert clauses in all Subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and CITY.

23. **SUPLANTATION.** SUBRECIPIENT shall not use HHAP funds under this Agreement to supplant any existing local funds for Homeless housing, assistance, or prevention. SUBRECIPIENT shall not claim reimbursement from CITY for any sums which have been paid by another source of revenue. SUBRECIPIENT agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or CITY funds under any CITY programs without prior approval of CITY.

24. **NOTICES.** Any notices provided for, or required, to be given hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

City

City of Riverside
Office of Homeless Solutions
Attn: Michelle Davis
3900 Main Street
Riverside, California 92522

Subrecipient

The Illumination Foundation
Attn: Paul Leon, CEO
1091 N. Batavia Street
Orange, California 92867

25. **AMENDMENT.** This Agreement may only be amended in writing by mutual agreement between CITY and SUBRECIPIENT.

26. **FORCE MAJEURE.** If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, pandemics, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

27. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

28. **COUNTERPARTS.** This Agreement may be signed by the Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and

the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as though such facsimile or electronic signature page were on original thereof.

29. **ENTIRE AGREEMENT.** This Agreement, including any schedules, attachments, or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, proposals, discussions, and communications, whether oral or in writing.

30. **EXHIBITS.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" – Scope of Services

Exhibit "B" – Budget

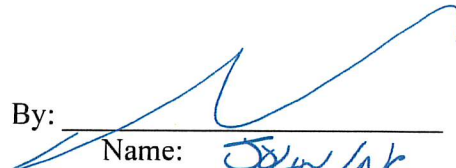
Exhibit "C" – Covenant

IN WITNESS WHEREOF, CITY and SUBRECIPIENT have caused this Agreement to be duly executed on the day and year first written above.

CITY OF RIVERSIDE, a California charter city and municipal corporation

THE ILLUMINATION FOUNDATION, a California nonprofit corporation

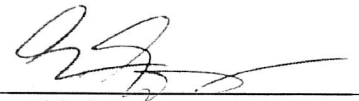
By: _____
City Manager

By: 
Name: John Ng
Title: CFO

Attest: _____
City Clerk

By: _____
Name:
Title:

Certified as to Availability of Funds:

By: 
Chief Financial Officer

APPROVED AS TO FORM:


By: 
Deputy City Attorney

IN WITNESS WHEREOF, CITY and SUBRECIPIENT have caused this Agreement to be duly executed on the day and year first written above.

CITY OF RIVERSIDE, a California charter city and municipal corporation

THE ILLUMINATION FOUNDATION, a California nonprofit corporation

By: _____
City Manager

By:  _____
Name: Paul Leon
Title: CEO

Attest: _____
City Clerk

By: _____
Name:
Title:

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

EXHIBIT "A"

Scope of Services

Recuperative Care Program Illumination Foundation (IF) will provide the most comprehensive and accessible services. By removing barriers and lowering the threshold to receiving care, IF will serve the most vulnerable population.

Below is the scope of services for the Recuperative Care Program.

- Medical Care Coordination. Licensed Vocational Nurses (LVNs) will observe and report each client as they self-administer their prescribed medication. LVN's will provide education on each medication and their importance. LVN's will document in Electronic Health Record (EHR) for medication efficacy, time, route of administration, dose, and perform routine counts to reconcile all client medications.
- Space and oversight for clients to receive their Home Health services as prescribed by the discharging hospital, Primary Care Physician (PCP) or specialist. IF will provide a private examination area for Home Health nurses to examine their patients and deliver the prescribed services including but not limited to: wound care, physical therapy, Gastrointestinal-tube maintenance, etc.
- Medication oversight. LVN's will play a key role in assisting each client with a better understanding of what the purpose of each prescribed medication is for, and the importance of taking each medication as prescribed.
- Medical social services. Clients will be connected to a medical home, specialist or other provider as directed by discharging physician or PCP.
- Intensive Case Management. 100% of clients will be engaged and offered Intensive Case Management services in order to increase Income, apply for medical insurance, food security benefits, transportation benefits and housing opportunities. This includes undergoing a VI-SPDAT assessment and entry into the Coordinated Entry System, application for vouchers and other housing options that may meet their individual needs.
- Behavioral Health Services (Therapy). All clients will be offered the opportunity to meet with a Behavioral Health Therapist on an ongoing basis. In addition, all clients who wish will be connected to additional community Behavioral Health services through IEHP.

Admission Criteria

- Homeless/in the process of being homeless/or lives in a setting inappropriate for post hospitalization or recovery.
- Able to complete all Activities of Daily Living (ADLs) independently (Wheelchairs, and any other DME devices may be accepted under these conditions below)
 - i) Ability to use DME device safely and understands proper use (i.e. transfers wheelchair to toilet).
 - ii) Ability to use DME without any assistance (independently) no SBA, no CGA

- iii) Ambulation distance of at least 100ft must be reached prior to Hospital/facility discharge, with or without DME use.
- Able to self-administer medication, with staff oversight
- Continent of both bladder and bowels (If briefs/diapers are used, independent w/change of briefs/diaper must be met.)
- Medically and psychiatrically stable at discharge
- Alert and oriented to Name, Place, Date, and situation

Who is not eligible: Exclusion criteria

- Unable to complete ADLs, personal care and medication administration
- Incontinent of bladder and/or bowel
- Quadriplegics
- Active Tuberculosis/C-DIFF/MRSA of Sputum (possibility of wound)
- Meets admission criteria for SNF/LTC
- Stage 3 or higher decubitus ulcers and cardiac EF % <30.
- Active substance abuse and not willing to abstain while in the program.
- Unstable medically and psychiatrically
- Combative or aggressive behavior towards staff or other patients while inpatient.
- Patients actively detoxing (i.e. Alcohol, Benzos) will need to be stabilize prior to being referred

Referral Process

A one-page referral form is faxed/e-mailed w/ supporting documents (face sheet, H&P, Surgical/PT/Psych notes etc.) to Referral Coordinator. Confirmation of receipt will be given within a few business hours. Documents will be reviewed and the hospital will be contacted w/ questions regarding referral contents or for additional information. The Referral Coordinator will then determine approval or denial into program. If denied, a reason will be given.

City Reporting Requirement

IF will submit on a monthly basis an activity report that lists the following client information:

- No. of clients served
- Client's former residency zip code
- Referring agency of client
- Client's age
- Client's race
- Client's income
- Where client exited when leaving the facility

EXHIBIT "B"
Budget

SUBRECIPIENT shall be reimbursed by CITY, in an amount not to exceed Two Million Six Hundred Thousand Dollars (\$2,600,000). Grant Funds shall be spent according to the line item budget below:

BUDGET CATEGORY	DESCRIPTION OF SERVICES	COST
[General Description of Eligible Use Proposed]		
New Navigation Centers and Emergency Shelters based on Demonstrated Need	Purchase and rehab of 3024 Franklin Avenue to operate a Recuperative Bed Program	\$2,600,000
	TOTAL	\$2,600,000

EXHIBIT "C"
COVENANT

OFFICIAL BUSINESS
Document entitled to free
recording per Government
Code § 27837.

Recording Requested by and
When Recorded Mail to:

CITY OF RIVERSIDE
3900 Main Street
Riverside, CA 92522
Attn: City Clerk

SPACE ABOVE THIS LINE
FOR RECORDING USE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

HOMELESS, HOUSING, ASSISTANCE, AND PREVENTION PROGRAM (HHAP)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Covenant") is made and entered into this ____ day of _____ 202__, by **THE ILLUMINATION FOUNDATION**, a California nonprofit corporation ("SUBRECIPIENT") and **THE CITY OF RIVERSIDE**, a California charter city and municipal corporation ("City") with reference to the following facts:

RECITALS

E. Pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), the State of California has established the Homeless Housing, Assistance, and Prevention Program (HHAP), administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH).

F. HHAP provides one-time block grant funds to the thirteen largest cities in the State with populations greater than 300,000 (as of January 1, 2019) to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges.

G. On May 10, 2020, CITY entered into Standard Agreement Number 20-HHAP-

0040 with the State of California to receive Six Million Nine Hundred Two Thousand Two Hundred and Forty-Four Dollars and Eighty-Two Cents (\$6,902,244.82) in funds from HHAP.

D. On _____, 202__, the City and the Subrecipient entered into that certain Subrecipient Agreement for the Homeless, Housing, Assistance, and Prevention Program (HHAP), wherein the City granted the Subrecipient Two Million Six Hundred Thousand Dollars (\$2,600,000) ("Grant Funds") for the acquisition of a property at 3024 Franklin Avenue, in the City of Riverside, identified as Assessor Parcel Number 210-202-001 ("Property"), and for capital improvements thereto, for the purpose of establishing a recuperative bed program designed to provide recuperative care beds and related services to homeless individuals being released from hospital facilities who still require medical care ("Recuperative Care Facility").

E. Pursuant to the Subrecipient Agreement, in consideration for the Grant Funds, the Subrecipient agreed to be bound by the covenants, conditions, and restrictions set forth in this Covenant.

F. The Subrecipient by this document, agrees to comply with the terms, conditions and covenants imposed by the City which restrictions, conditions, covenants and agreements all are for the benefit of the Property. Further, this Covenant will serve to put future property owners on notice of the terms, conditions, restrictions, covenants and agreements.

NOW, THEREFORE, the Subrecipient covenants, agrees, and declares for itself, its successors, and its assigns that the Property shall be held, used, maintained, and transferred pursuant to the terms of this Covenant and the conditions contained herein as follows.

COVENANTS AND RESTRICTIONS

1. **Restrictions Run With the Land.** The restrictions ("Restrictions") set forth herein are limitations on the ownership and use of the land as provided in Civil Code § 784. The Restrictions are made for the direct benefit of the Property and shall run with the land and be binding upon the Subrecipient, its successors and assigns. These Restrictions benefit, and may be enforced by, the City of Riverside and its respective successors or assigns. The Subrecipient expressly acknowledges and agrees that these Restrictions and this Covenant are reasonable restraints on Grantee's right to own, use, maintain, and transfer the Property and any estate or interest therein and are not and shall not be construed to be an unreasonable restraint on alienation.

2. **Use of the Property.** The Property shall be used and operated by the Subrecipient as a recuperative care facility and for uses incidental to conducting said operations, and for no other use. The Subrecipient shall use the Property in a professional manner. This shall include the Subrecipient's employment and retention of such personnel, whether paid or volunteers, as may be required, to operate a Recuperative Care Facility ("Facility") consistent with local, State and Federal laws. A minimum of fifty (50) beds shall be provided at the Facility, and priority shall be given for residents of the City of Riverside.

3. **Change in Use.** The Subrecipient shall not change the use of the Property as a Recuperative Care Facility without the written permission of the City or reduce the number of beds.

4. **Transfer of the Property.** The Subrecipient shall not transfer the Property or any portion thereof, without the written permission of the City. "Transfer" shall mean the sale, assignment, conveyance, or transfer, voluntary or involuntary, of any interest in the Property, including the financing or refinancing of the Property.

5. **Religious Activities.** The Subrecipient hereby represents and warrants that during the term of this Covenant, it will not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services offered at the Property. If the Subrecipient conducts such activities, the activities must be offered separately, in time and location, from the programs or services provided for at the Property, and participation must be voluntary for the beneficiaries of the programs or services offered. It is acknowledged that the Subrecipient may continue to carry out its mission, including the definition, practice and expression of its religious beliefs, provided that it does not use any funds received from the City to support any inherently religious activities, such as worship, religious instruction or proselytization.

6. **Security.** The Subrecipient shall implement a security plan to ensure the security of the Facility's clients as well as the surrounding properties.

6. **Maintenance of the Property.** The Subrecipient covenants and agrees for itself and its successors and assigns, that it will, at its sole cost and expense: (i) maintain the appearance and safety of the Property (including all improvements, fixtures, and landscaping) in good order, condition, and repair, and free from the accumulation of trash, waste materials, and other debris; (ii) remove all graffiti placed upon the Property (including all improvements, fixtures, and landscaping) within seventy-two (72) hours of its appearance; (iii) maintain in good order, condition and repair, properly functioning landscape irrigation systems on the Property; and (iv) remove and promptly replace all dead or diseased landscaping material on the Property.

7. **Taxes, Assessments, Encumbrances, Charges, and Liens.** The Subrecipient shall pay, before delinquency, all taxes and assessments affecting the Property and all encumbrances, charges and liens, with interest, on said Property or any part thereof.

8. **Notice and Right to Cure Defaults.** In the event of a default of this Covenant, the City shall provide the Subrecipient with written notice of said default and an opportunity to cure said default. The Subrecipient shall have fifteen (15) days in which to cure said default. Should the Subrecipient require more than fifteen (15) days to cure said default, the Subrecipient shall notify the City, in writing, for the reasons requiring additional time, but in no event shall the additional time exceed thirty (30) days. Should the Subrecipient fail to cure the default within the required time, the City or its agents, employees and contractors shall have the right, but not the obligation, to enter upon the Property without further notice and to take such actions as are necessary to cure the default. The Subrecipient shall reimburse the City for all costs associated with cure of the default (including but not limited to, staff services, administrative costs, legal services, and third party costs), within fifteen (15) days after service of a written notice by the

City. If the Subrecipient fails to pay within the time provided, such costs shall be a lien upon the Property, as provided by California Civil Code § 2881. The City may enforce and foreclose such lien in any manner legally allowed.

9. **Audit.** Every two (2) years, the Subrecipient shall hire, at the Subrecipient's sole cost and expense, an independent auditor, which auditor shall be subject to the City's written consent, which consent shall not be unreasonably withheld, to monitor the Subrecipient's compliance with this Covenant.

10. **Nondiscrimination.** The Subrecipient covenants and agrees for itself and its successors and assigns, that all persons employed by or applying for employment by it, and all subcontractors, vendors, and volunteers are and will be treated equally and the Subrecipient shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, or military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, the Subrecipient agrees to conform to the requirements of the Americans with Disabilities Act. Need update

11. **Compliance with Laws.** The Subrecipient shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect the Subrecipient T, the Property or in any way affect the performance of services by the Subrecipient. The Subrecipient shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. The City shall not be responsible for informing the Subrecipient of such laws or changes to such laws.

12. **Duration.** This Covenant shall remain in effect for a period of ten (10) years following the recordation of this Covenant with the Riverside County Recorder.

IN WITNESS WHEREOF, the parties have caused this Covenant to be executed the day first written above.

CITY OF RIVERSIDE

THE ILLUMINATION FOUNDATION

By _____
Name:
Its:

By _____
Name: *John Ng*
Its: *CFO*

Attested to:

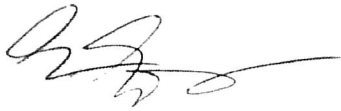
By _____
Name:
Its:

By _____
Colleen J. Nicol
City Clerk

APPROVED AS TO FORM:

By _____
Deputy City Attorney

20-1228 LMS



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

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

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

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

WITNESS my hand and official seal.

Notary Signature

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

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

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

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

WITNESS my hand and official seal.

Notary Signature

EXHIBIT "A"
LEGAL DESCRIPTION