

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

**KINGDOM CAUSES, INC. dba CITY NET**

Rental Assistance Case Management Services

This PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and KINGDOM CAUSES, INC., a California nonprofit corporation, doing business as CITY NET (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Rental Assistance Case Management Services (“Project”).

2. **Term.** This Agreement shall be effective on July 1, 2025 and shall remain in effect until December 31, 2025, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Two Hundred Eighty Thousand One Hundred Dollars and Forty-Eight Cents (\$280,100.48), payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

3.1 **Continuum of Care Rapid Re-Housing Program Cash Match.** Costs related to case management for Continuum of Care Rapid Re-Housing Program participants will be provided as cash match, which is Sixty-Four Thousand Five Hundred Fifty-Five Dollars and Seventy-Five Cents (\$64,555.75) representing twenty-five percent (25%) of the overall grant amount of Two Hundred Thousand Fifty-Eight Thousand Two Hundred Twenty-Three Dollars (\$258,223). Reimbursement amounts over the cash match are subject to the conditions and funding availability of the County of Riverside Continuum of Care Rapid Re-Housing Program Grant.

4. **Notices.** Any notices 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:

To City

Housing & Human Services Dept.  
City of Riverside  
Attn: Michelle Davis  
3900 Main Street  
Riverside, CA 92522

To Consultant

Kingdom Causes, Inc. dba City Net  
Attn: Brad Fieldhouse  
2121 W. Crescent Avenue, Suite A  
Anaheim, CA 92801

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

## 11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties,

liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

**11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

**12. Insurance.**

**12.1 General Provisions.** Prior to the City's execution of this Agreement, Consultant 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 the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

**12.1.1 Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant 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.

12.1.3 **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.

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

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant 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. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant 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 ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant 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 Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant'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.

12.3.2 Consultant'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 Consultant's automobile and/or commercial general liability

insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the 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.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that 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, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit “C,” represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit “C” have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant 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. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant’s services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant’s final written statement of the amount of Consultant’s services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City’s rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days’ prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant 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, 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, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

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

- Exhibit “A” - Scope of Services
- Exhibit “B” - Compensation
- Exhibit “C” - Key Personnel

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, City and Consultant have caused this Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

KINGDOM CAUSES, INC., a California nonprofit corporation, doing business as CITY NET

By: \_\_\_\_\_  
Mike Futrell  
City Manager

*Brad Fieldhouse*  
By: Brad Fieldhouse (Apr 2, 2026 15:37:51 PDT)  
Print Name: Brad Fieldhouse  
Title: Brad Fieldhouse

Attest: \_\_\_\_\_  
Donesia Gause  
City Clerk

**and**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Certified as to Availability of Funds:

By: \_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

By: *Sean Murphy*  
Sean B. Murphy  
Deputy City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

## EXHIBIT A

### SCOPE OF SERVICES

#### ***Case Management***

Case management activities to assess housing and service needs and arrange, coordinate and/or monitor the delivery of Individualized services. Specific activities include:

- Assessment and intake using Riverside County's Homeless Management Information System (HMIS);
- Conducting initial evaluations and service plans including, verifying and documenting eligibility ;
- Document case notes in the Riverside County HMIS.
- Developing/securing/coordinating services;
- Helping obtain Federal, State, and local benefits;
- Monitoring and evaluating program participant's progress in particular programs;
- Providing information and referrals to other providers; and
- Developing an Individualized housing stabilization plan that leads to the attainment of stable permanent housing and increase of client's income for clients with zero income.
- When client's income has increased or decreased, work with City's Housing Navigator to update the rent calculation and advise client of new rent payments.

#### ***Supportive Services***

City Net case managers will engage in supportive services intended to assist clients in the transition from the streets or shelters into permanent or permanent supportive housing, and that assist persons with living successfully in housing.

Supportive services may include providing referrals and linkages to:

- Medicaid/Medi-Cal
- Women, Infants and Children (WIC)
- Food Stamps/Cal-Fresh/EBT
- Federal-State Unemployment Insurance Program
- Social Security Disability Insurance (SSDI)
- Supplemental Security Income (SSI)
- General Relief (GR), and
- Other mainstream resources such as housing, health, food pantries, social services, employment, education services and youth programs that an individual or family may be eligible to receive.

#### ***Transportation***

Occasionally, City Net may engage in transportation activities, including:

- Transporting unsheltered people to physical and behavioral health service facilities;
- Provision of public transportation for participants;

- Transportation costs (bus tickets, gas, minor car repairs, etc,) to assist homeless neighbors to relocate out of the region, provided they have permanent housing there.
- Assisting program participants to use public transportation.

### ***Services for Special Populations***

Services for special populations are essential services that have been tailored to address the special needs of homeless youths, victims of domestic violence, dating violence, sexual assault, or stalking, including connections to services offered by rape crisis centers, domestic violence shelters, and other organizations that serve persons who meet the HUD homeless definition and have special needs.

### ***HMIS***

All project enrollments, exits, initial and annual assessments must be entered into HMIS within three days from the point of the event.

### ***Compliance with 24 CFR Part 578***

All Reimbursement costs related to case management must comply with 24 CFR Part 578, referenced and incorporated herein: [eCFR :: 24 CFR https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-578](https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-578)

### ***Compliance with County of Riverside Continuum of Care Grant Conditions and Funding Availability***

Reimbursement amounts that exceed the twenty-five percent (25%) cash match, provided for in Section 3.1, are subject to the attached conditions and funding availability of the County of Riverside Continuum of Care Rapid Re-Housing Program Grant requirements and the Subrecipient Agreement for HUD Continuum of Care Program between the City of Riverside and the County of Riverside, herein, referenced and incorporated herein through Attachment 1 to this Exhibit A.

### ***Monthly Report***

A monthly report shall be submitted to the City on the 15<sup>th</sup> day of the following month that needs to include the following:

- No. of clients being cased managed
- No. of clients newly housed
- No. of clients with no income
- No. of clients with income
- No. of clients you assisted with obtaining income
- Referrals made for employment
- Assisted clients obtain employment
- No. of clients assisted with applying and submitting for Social Security benefits
- Legal Services provided
- Life skills provided (name them)
- Assisted with obtaining health benefits

- Referrals to behavioral health and medical referrals
- Lost housing (identify if placed back in shelter (if not, identify if they refused), moved into housing with family or friends, or back on the streets)

ATTACHMENT 1

Subrecipient Agreement for HUD Continuum of Care Program between the City of  
Riverside and the County of Riverside

County of Riverside  
Department of Housing and Workforce Solutions  
3403 Tenth Street, Suite 300  
Riverside, CA 92501

and

City of Riverside

2024 HUD Continuum of Care Program Subrecipient Agreement

2024 CA2052 City of Riverside RRH

Grant Number: CA2052L9D082402

Contract Number HWSCOC-000068



**HWS HOUSING AND  
WORKFORCE  
SOLUTIONS**  
ENGAGE. ENCOURAGE. EQUIP.



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- Attachment IV – HWS Administrative Handbook for HUD Continuum of Care Programs
- Attachment V – Continuum of Care Program Grant Agreement\*
- Attachment VI – Application\*

\*Attachment incorporated by reference.

This Subrecipient Agreement for the HUD Continuum of Care Program (herein referred to as "Agreement") is made and entered into this 14 day of July, 2025, by and between City of Riverside, a California charter city and municipal corporation, (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY").

WHEREAS, the Department of Housing and Workforce Solutions (herein referred to as "HWS") has been designated by the COUNTY to provide coordination and administration of the COUNTY's Continuum of Care Program; and,

WHEREAS, the COUNTY entered into a Continuum of Care Program (CFDA #14.267) Grant Agreement with the United States Department of Housing and Urban Development (herein referred to as "Grant"), governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. and the Continuum of Care Program (the "Rule");

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. "Administrative Entity" means a unit of general purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by its Continuum of Care to administer 2020 HUD CoC Program.
- B. "Application" refers to the approved application and its submissions prepared by SUBRECIPIENT, which is the basis on which HUD approved the Grant.
- C. "APR" refers to the Annual Performance Report.
- D. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- E. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- F. "CES" refers to the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.
- G. "CoC" refers to the Continuum of Care for Riverside County.
- H. "Continuum of Care Program" or "CoC Program" refers to the HUD program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- I. "COUNTY" or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- J. "Domestic Violence" refers to abuse committed against an adult or minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has a child or is having or has had a dating or engagement relationship. For purposes of this subdivision,

"cohabitant means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship". Factors that may determine whether persons are cohabitating include, but are not limited to:

- (1) Sexual relations between the parties while sharing the same living quarters;
  - (2) Sharing of income or expenses;
  - (3) Joint use or ownership of property;
  - (4) Whether the parties hold themselves out as husband and wife,
  - (5) The continuity of the relationship; and/or
  - (6) The length of the relationship.
- K. "Draw Down" refers to the HUD primary grant disbursement system called the Line of Credit Control System (LOCCS).
- L. "Expended" means all HUD funds obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.
- M. "Family" or "household members" refers to the following persons:
- (1) Persons related by blood or marriage;
  - (2) Persons legally married to one another;
  - (3) Persons formally married to one another regardless of whether they still reside in the same household;
  - (4) Persons who have a child in common regardless of whether such persons are married or have lived together at any time;
  - (5) Unrelated persons who are continually or at regular intervals living in the same household or who have in past continually or at regular intervals lived in the same household; or
  - (6) Unrelated persons who have had intimate or continuous social contact with one another and who have access to one another's household.
- N. "HMIS" refers to the Riverside County Homeless Management Information System.
- O. "HUD" refers to the United States Department of Housing and Urban Development.
- P. "LOCCS" refers to the HUD Line of Credit Control System.
- Q. "Participant(s)" refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.
- R. "Permanent Housing" means a structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued

occupancy in the housing. Permanent Housing includes Permanent Supportive Housing.

- S. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
  - T. "Rapid Re-Housing" means a model of housing assistance that is designed to assist the Homeless, with or without disabilities, move as quickly as possible into Permanent Housing and achieve stability in that housing. Rapid Re-Housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance Homeless system performance and the performance of other Homeless projects.
  - U. "RFP" refers to a Riverside County Request for Proposal.
  - V. "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.
  - W. "SUBRECIPIENT" refers to City of Riverside including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and City of Riverside are used interchangeably in this Agreement.
  - X. "Technical Submission" refers to the second phase of the application process. Applicants who are conditionally selected for funding, are required to complete a detailed Project plan that contains technical information not described in the original Application.
2. DESCRIPTION OF SERVICES  
SUBRECIPIENT shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I - Monthly Performance Report, Attachment II - PII Privacy and Security Standards, Attachment III - Assurance of Compliance, Attachment IV - HWS Administrative Handbook for HUD Continuum of Care Funded Programs, Attachment V -Application.
3. PERIOD OF PERFORMANCE  
This Agreement shall be effective February 01, 2025 ("Effective Date") and continues in effect through January 31, 2026 with option to extend performance for one (1) year under the condition of successful renewal award by HUD, and upon the availability of funding unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. COUNTY and SUBRECIPIENT agree that all services provided to the target population are estimated to be, and shall be, fully performed according to the project's performance period schedule as set forth in Schedule B, Scope of Services.
4. COMPENSATION  
COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with the terms of Schedule A, Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to SUBRECIPIENT, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. TERMINATION FOR CONVENIENCE

A. COUNTY or SUBRECIPIENT may terminate this Agreement without cause upon giving thirty (30) calendar days written notice to the other party stating the extent and effective date of termination.

B. After receipt of the notice of termination, SUBRECIPIENT shall:

- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
- (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY, provided that SUBRECIPIENT shall not be required to complete or finalize any such materials, reports or other products.

C. After termination, COUNTY shall make payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Agreement.

In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

6. TERMINATION FOR CAUSE

A. Either party may, at any time terminate this Agreement for cause, if the other party breaches the terms of this Agreement, or SUBRECIPIENT fails to make progress that may endanger performance and does not immediately cure such failure. The party asserting cause for termination (Terminating Party) shall provide written notice to the party specifying the breach or deficiency with sufficient information to allow the receiving party to identify actions necessary to cure such breach. The party receiving the written notice of termination shall have ten (10) calendar days from the receipt of such notice to cure the breach or deficiency to the satisfaction of the Terminating Party (the "Cure Period"). If such party fails to cure the breach or deficiency to the reasonable satisfaction of the Terminating Party within the Cure Period, or if the breach or deficiency was not curable, the Terminating Party shall have the right to terminate the Agreement effectively immediately or at such later date as may be specified in such notice by the Terminating Party. Cause shall include, but is not limited to:

Cause shall include, but is not limited to:

- (1) failure to comply with the terms or conditions of this Agreement;
- (2) SUBRECIPIENT's use of, or permitting the use of HUD funds provided under this Agreement for any ineligible activities;
- (3) SUBRECIPIENT 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 HUD's expenditure authority.

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

- (1) Bar the SUBRECIPIENT from applying for future HUD funds;
- (2) Revoke any other existing HUD award(s) to the SUBRECIPIENT;

(3) Require the return of any unexpended HUD funds disbursed under this Agreement;

(4) Require repayment of HUD funds disbursed and Expended under this Agreement;

(5) Require the immediate return to COUNTY of all funds derived from the use of HUD 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 HUD requirements; and,

(7) Seek such other remedies as may be available under this Agreement or any law.

C. After receipt of the notice of termination, SUBRECIPIENT shall:

- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
- (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY, provided that SUBRECIPIENT shall not be required to complete or finalize any such materials, reports, or other products..

D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

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

7. DEFAULT

A. A default shall consist of any use of Grant funds for a purpose other than as authorized by this Agreement or failure of SUBRECIPIENT to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of the CoC Program Rule, the Application, the Technical Submission, or this Agreement. In the event of an occurrence of default, COUNTY and HUD may take one or more of the following actions:

- (1) Issue a letter of warning advising SUBRECIPIENT of the default that establishes a date by which corrective actions must be completed and puts SUBRECIPIENT on notice that more serious actions will be taken if the default is not corrected or is repeated;
- (2) Direct SUBRECIPIENT to submit progress schedules for completing the approved activities;
- (3) Direct SUBRECIPIENT to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
- (4) Direct SUBRECIPIENT to reimburse the program accounts for costs inappropriately charged to the program; and/or
- (5) Make recommendations to HUD to reduce or recapture the Grant.

B. No delay or omission by COUNTY in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

8. **REQUEST FOR WAIVER AND WAIVER OF BREACH**  
 Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.
9. **OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL**  
 SUBRECIPIENT agrees that all materials, reports, or products, in any form including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated pursuant to this Agreement shall be the sole property of COUNTY. The material, reports, or products may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. SUBRECIPIENT agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.
10. **CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST**
  - A. 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 the COUNTY of all SUBRECIPIENT's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
  - B. SUBRECIPIENT shall not, under any circumstances which could be perceived 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.
11. **RECORDS, INSPECTIONS, 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 COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.
  - B. SUBRECIPIENT shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. SUBRECIPIENT shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.
  - C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records determined necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.

- D. If SUBRECIPIENT disagrees with an audit, SUBRECIPIENT may employ a Certified Public Accountant to prepare and file with COUNTY its own certified financial and compliance audit. SUBRECIPIENT shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
  - E. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.
12. **CONFIDENTIALITY**  
 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; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall keep all confidential information received from COUNTY in the strictest confidence.
    - A. 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.
    - B. 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.
    - C. SUBRECIPIENT shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.
  13. **PERSONALLY IDENTIFIABLE INFORMATION**
    - A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and SUBRECIPIENT may collect PII for such purposes, to the extent such activities are authorized by law.
    - B. SUBRECIPIENT may use or disclose PII only to perform functions, activities or services directly related to the administration of programs or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of PII requires the express approval in writing by COUNTY. SUBRECIPIENT shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

- C. SUBRECIPIENT agrees to the PII Privacy and Security Standards attached as Attachment II. When applicable, SUBRECIPIENT shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

14. HOLD HARMLESS/INDEMNIFICATION

SUBRECIPIENT agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of SUBRECIPIENT (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. SUBRECIPIENT shall, at its sole expense and cost, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. SUBRECIPIENT shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise SUBRECIPIENT's indemnification obligation. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold COUNTY harmless.

15. INSURANCE

A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to 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 Insureds.

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

C. SUBRECIPIENT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either;

1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of

the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

E. It is understood and agreed to by the parties hereto that SUBRECIPIENT'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.

F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

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

H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.

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

16. WORKER'S COMPENSATION

If SUBRECIPIENT has employees as defined by the State of California, SUBRECIPIENT shall maintain statutory Worker's 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.

17. VEHICLE LIABILITY

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

18. **COMMERCIAL GENERAL LIABILITY**  
 Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
- 18.1 **SEXUAL ABUSE OR MOLESTATION (SAM) Liability:**  
 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.
19. **PROFESSIONAL LIABILITY**  
 If, at any time during the duration of this Agreement and any renewal or extension thereof, the SUBRECIPIENT, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the SUBRECIPIENT shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SUBRECIPIENT's Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made, insurance policy SUBRECIPIENT shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that SUBRECIPIENT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.
20. **INDEPENDENT CONTRACTOR**  
 It is agreed that SUBRECIPIENT is an independent contractor and that no relationship of employer-employee exists between the parties. SUBRECIPIENT and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT employees from the compensation payable to SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. SUBRECIPIENT agrees to indemnify and defend, at its sole expense and cost, including but not limited to, attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.
21. **USE BY POLITICAL ENTITIES**  
 SUBRECIPIENT agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County and under certain circumstances entities located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment,

- and be liable directly to SUBRECIPIENT; COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.
22. **LICENSES AND PERMITS**  
 If applicable, SUBRECIPIENT shall be licensed and have all permits as required by Federal, State, County, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.
23. **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.
24. **COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES**  
 SUBRECIPIENT shall comply with all applicable federal, state, and local laws as well as all rules, regulations, requirements, and directives of applicable federal or state agencies and funding sources which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly. In the event there is a conflict between the various laws or regulations that may apply, SUBRECIPIENT shall comply with the more restrictive law or regulation.
25. **CLEAN AIR/WATER ACTS**  
 As required in all contracts with an estimated total value in excess of \$100,000, SUBRECIPIENT agrees to comply with all applicable requirements issued under Section 306 of the Clean Air Act (33 U.S.C. 1368), U.S. Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). These laws and regulations require SUBRECIPIENT not to use facilities on the EPA list of violating facilities and to report violations to the EPA.
26. **LEAD BASED PAINT**  
 If applicable, SUBRECIPIENT shall comply with the requirements, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).
27. **ENVIRONMENTAL REQUIREMENTS**  
 SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform any environmental review for each property, as required under 24 CFR Part 50. SUBRECIPIENT shall also perform mitigating measures required by COUNTY or select an alternate eligible property.
- Until HUD has performed an environmental review under 24 CFR Part 50 and SUBRECIPIENT has received HUD approval of the property, SUBRECIPIENT, or any subcontractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a Project, or commit or expend HUD or local funds for eligible activities

under this Agreement.

For all funded Applications, COUNTY will inform SUBRECIPIENT of any required additional environmental review.

28. EMPLOYMENT PRACTICES

- A. SUBRECIPIENT shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. SUBRECIPIENT shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, SUBRECIPIENT shall certify and comply with Public Contract Code 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 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).
- E. SUBRECIPIENT shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirements for child support enforcement shall constitute a material breach of this Agreement.

29. PERSONNEL

- A. Upon request by COUNTY, SUBRECIPIENT agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Participants. The list shall include:
  - (1) All staff who work full or part-time positions by title, including volunteer positions;
  - (2) A brief description of the functions of each position and hours each position worked; and
  - (3) The professional degree, if applicable, and experience required for each position.
- B. COUNTY has the sole discretion to approve or not approve any person on the SUBRECIPIENT's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this

Agreement.

C. Background Checks

SUBRECIPIENT shall conduct criminal background record checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, SUBRECIPIENT shall have received a criminal background record check from the State of California Department of Justice (DOJ). A signed certification of such criminal background record check and, as appropriate, a signed justification and clearance from Contractor or Designee demonstrating fitness to perform duties 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.

30. LOBBYING

- A. SUBRECIPIENT shall ensure no federal 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, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. 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 such federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUBRECIPIENT shall require that the language of this certification be included in the award document for sub-awards at all tiers, including Subcontracts, sub-grants, contracts under grants, loans, cooperative agreements, and all sub-recipients shall certify and disclose accordingly.

31. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including a copy of the adverse action in the notice. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

32. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the SUBRECIPIENT and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

- B. 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; or
  - (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.
- C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- D. SUBRECIPIENT shall insert clauses in all Subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of SUBRECIPIENT and COUNTY.
- F. In the event that SUBRECIPIENT enters into Subcontracts with subcontractors, as provided herein, SUBRECIPIENT shall Expend one hundred percent (100%) of HUD CoC funds by the end of the Period of Performance, or HUD's expenditure deadline for the use of funds, whichever is sooner.
- 33. SUPPLANTATION  
SUBRECIPIENT shall not supplant any federal, state or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. SUBRECIPIENT shall not claim reimbursement from COUNTY 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 COUNTY funds under any COUNTY programs without prior approval of COUNTY.
- 34. ASSIGNMENT  
SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.
- 35. 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, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

- 36. 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 for the State of California or the U.S. District Court located in Riverside, California.
- 37. DISPUTES
  - A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
  - B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.
- 38. ADMINISTRATIVE/CONTRACT LIAISON  
Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.
- 39. CIVIL RIGHTS COMPLIANCE
  - A. Assurance of Compliance  
SUBRECIPIENT shall complete the "Assurance of Compliance with Riverside County Department of Housing and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment III. SUBRECIPIENT will sign and date Attachment III and return it to COUNTY along with the executed Agreement. SUBRECIPIENT shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital 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.
  - B. Participant Complaints  
SUBRECIPIENT shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from COUNTY of a complaint with respect to any alleged discrimination in the provision of services by SUBRECIPIENT's personnel. SUBRECIPIENT must distribute to social service Participants that apply for and receive services, "Your Rights under California Welfare Programs" brochure (Publication 13). For copies of this brochure, visit the following website at:  
  
<http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Programs>  
  
 Civil Rights Complaints should be referred to:  
  
 CoC Program Manager  
 Riverside County Housing and Workforce Solutions

3403 10<sup>th</sup> Street, Suite 300  
Riverside, CA 92501

C. Services, Benefits and Facilities

SUBRECIPIENT shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a Participant or potential Participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a Participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a Participant which is different, or is provided in a different manner, or at a different time or place from that provided to other Participants on the basis of race, color, creed or national origin.
- (3) Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a Participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

D. Cultural Competency

SUBRECIPIENT shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Participants and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the Participants in both languages.

40. NOTICES

All agreement issues, invoices, financial documents, notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

COUNTY:

Housing and Workforce Solutions  
3403 Tenth Street, Suite 300  
Riverside, CA 92501

SUBRECIPIENT:

City of Riverside  
3900 Main Street  
Riverside Ca. 92501

41. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

42. SIGNED IN COUNTERPARTS



This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.


43. MODIFICATION OF TERMS

The budget amounts and period of performance in this Agreement may be modified as allowed or approved by HUD by written request from subrecipient(s) and/or approval letter from COUNTY. Modification beyond these parameters may be made only by a written amendment signed by authorized representatives of both parties.


44. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for SUBRECIPIENT:  <small>Kris Martinez, Director, HWS (01)</small>	Authorized Signature for COUNTY: 
Printed Name of Person Signing: Kris Martinez	Printed Name of Person Signing: Heidi Marshall
Title: Assistant City Manager	Title: Director, HWS
Date Signed: 06/13/2025	Date Signed: 7/14/2025

Approved as to Form: 

Attested by: 

  
07/07/2025

Schedule A  
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. The COUNTY shall be reimbursed by HUD, utilizing a Draw Down process, for an amount not to exceed \$258,223, of which an amount not to exceed \$199,797.00 shall be reimbursed to SUBRECIPIENT by HUD. The said funds shall be spent in accordance with the line item budget stated in the table below:

Budget Category	Total	# of Months in Period of Performance	Prorated Monthly Spending Milestone
Leasing	\$0	12 months	\$0
Rental Assistance	\$190,440		\$12,020
Support Services	\$38,520		\$3,000
Operating Costs	\$0		\$0
HMIS	\$11,332		\$883
Administrative Costs (Subrecipient)	\$8,966		\$747
<b>SUBRECIPIENT TOTAL</b>	<b>\$199,797</b>		<b>\$16,650</b>
Administrative Costs (County)	\$8,965		\$747
<b>GRAND TOTAL</b>	<b>\$258,223</b>		<b>\$17,397</b>

- The table above may be changed (without changing the total amount) as approved by HUD with written approval from HWS.
- Updated budget and spending milestone table for the subsequent terms with the total amounts awarded by HUD will be provided by HWS when available.
- Subrecipient must meet the prorated monthly spending milestones in each line item in the table above and submit the Fiscal Performance in the Monthly Performance Report by the 10th business day of the following month (Note: Monthly spending milestones are the amounts of the budget line items divided by the number of months in the Period of Performance). The Fiscal Performance Report must be submitted to the Program Specialist.
  - b. SUBRECIPIENT will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, COUNTY may delay payment until the information is received by COUNTY.
  - c. SUBRECIPIENT shall submit claim in accordance with the HWS Administrative Handbook for HUD Continuum of Care Funded Programs attached hereto as Attachment III and incorporated herein by this reference.
  - d. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days (see A.4 DISBURSEMENT OF FUNDS for actual payment information).
  - e. All Program funds shall be expended by January 31, 2026, unless mutually extended in writing.
  - f. SUBRECIPIENT shall ensure that funds provided under this Agreement are not used to pay developer's fees, to establish working capital, or operate deficit funds.

g. Cash or In-Kind Match Documentation

1. The SUBRECIPIENT shall provide cash or in-kind match documentation as set forth in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV).
2. In the event that SUBRECIPIENT does not meet the requirements as set forth in paragraph A.1.g.1. above, COUNTY reserves the right to suspend or terminate this Agreement.

- h. An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to COUNTY by SUBRECIPIENT.

- i. Disallowed Costs include, but not limited to, any ineligible costs by the program and funding source and any costs that can be avoided or minimized under proper management and accounting principles such as late fees and penalty.

A.2 FINANCIAL RESOURCES

During the term of this Agreement, SUBRECIPIENT shall maintain sufficient financial resources necessary to fully perform its obligations. SUBRECIPIENT confirms there has been no material financial change in SUBRECIPIENT (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.3 DISALLOWANCE

If SUBRECIPIENT receives payment under this Agreement which is later disallowed by the COUNTY for nonconformance with the Agreement, SUBRECIPIENT shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to SUBRECIPIENT.

A.4 DISBURSEMENT OF FUNDS

- a. COUNTY shall disburse funds under this Agreement to SUBRECIPIENT as follows:
  - a. SUBRECIPIENT shall submit claims for reimbursement pursuant to the Budget listed in paragraph A.1.a. on a monthly basis.
  - b. SUBRECIPIENT shall be reimbursed as outlined in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV).

A.5 REALLOCATION OF FUNDS

Reallocating funds is one of the most important tools by which CoC Programs can make strategic improvements to their homelessness system. Through reallocation, CoC Programs can create new, evidence-informed Projects by eliminating Projects that are underperforming or are more appropriately funded from other sources. Projects with returned/unspent funds, regardless of the amount will be considered for reallocation by the CoC Board of Governance.

A.6 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

SUBRECIPIENT is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this Agreement. SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the HWS. Any Budget Amendments must be requested by the SUBRECIPIENT in writing. In the event it is deemed necessary to conduct a Budget

Modification, Budget Amendment and/or any other amendment of this Agreement, they are permissible with HWS written approval and best formally requested in writing at least six (6) months prior to the end of the Period of Performance.

A Budget Modification, Budget Amendment and/or any other Amendment of Agreement may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT, upon written approval from HWS. SUBRECIPIENT's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this Agreement will become "Finding(s)" in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, and consideration for future funding opportunities.

- A. SUBRECIPIENT shall be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to carry out the program in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- B. SUBRECIPIENT shall operate the Project in accordance with the provisions of the Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024) title IV of the McKinney-Vento Homeless Assistance Act (42 USC 11301 et seq.) and the Continuum of Care Program rule.
- C. SUBRECIPIENT shall be responsible for meeting the requirements included in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV), the Continuum of Care Program Grant Agreement between HUD and COUNTY (Attachment V), and the Application (Attachment VI). SUBRECIPIENT shall use the most current version of Attachment IV. Any subsequent changes to Attachment IV issued by HWS shall automatically be incorporated and serve as Attachment IV to this Agreement. In the event any provisions of the attachments conflict with each other or this Agreement, the order of precedence shall be as follows: (1) Continuum of Care Program Grant Agreement between HUD and COUNTY, (2) the Application, (3) this Agreement, and (4) HWS Administrative Handbook for HUD Continuum of Care Funded Programs.
- D. SUBRECIPIENT shall be responsible for assuring that Participants served under this Agreement meet the criteria specified in federal law for Participants served under the CoC Program.
- E. SUBRECIPIENT must ensure that all CoC Program Participants comply with the regulations applicable to the CoC program as set forth in 2 CFR Part 200, and 24 CFR Part 578. In the event that any federal or state laws or regulations, including without limitation regulations by HUD add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, HUD Program Participants shall comply with such requirements, as amended.
- F. SUBRECIPIENT shall adhere to all provisions in accordance with Standard Agreement (Attachment V) attached hereto and incorporated herein by this reference.
- G. SUBRECIPIENT must participate in the CoC Program Coordinated Entry System (CES). The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with our existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES will screen clients using SAVE, or an equivalent verification system as approved by the Federal government, as required by Standard Agreement (Attachment V).
  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.

[https://rivcchpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205\\_20\\_2021.pdf](https://rivcchpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf)

2. SUBRECIPIENT shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Policies and Procedures which is located on the County of Riverside CoC website: [https://rivcchpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205\\_20\\_2021.pdf](https://rivcchpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%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 HUD 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 HUD, including, but not limited to, a statewide data integration environment.
- H. SUBRECIPIENT shall complete and submit all items on the Project Startup Checklist and related items within the first 30 days of Period of Performance.
- I. SUBRECIPIENT shall complete and submit the Monthly Performance Report by the 10<sup>th</sup> business day of the following month. (see Attachment I.)
- J. SUBRECIPIENT shall adhere to the CoC Program Admin Handbook and HMIS Charter. (Note: CES project must also adhere to the applicable items of HUD Coordinated Entry Self Assessment.)
- K. SUBRECIPIENT shall comply with the Educational Assurance requirements as stipulated in the McKinney-Vento Homeless Education Assistance Improvements Act.
- L. SUBRECIPIENT agrees to participate in the Homeless Management Information System (HMIS).
1. Participation is defined by HMIS as training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Participant data on a regular and timely basis.
  2. COUNTY retains the rights to the HMIS and case management software application used for the operation 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 Participant 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.

<https://rivcchpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: <https://rivcchpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/HMIS%20-%20CES%20Account%20Request%20Process.doc>
  5. SUBRECIPIENT must refer to the HWS Administrative Handbook for HUD Funded Programs (Attachment III) for further HMIS recordkeeping requirements.
- M. SUBRECIPIENT certifies that:
1. SUBRECIPIENT will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  2. The address or location of any family violence project assisted with Grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  3. SUBRECIPIENT will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  4. In the case of projects that provide housing or services to families, that SUBRECIPIENT will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  5. The SUBRECIPIENT, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  6. SUBRECIPIENT will provide information, such as data and reports, as required by HUD.
- N. RECORDKEEPING AND REPORTING  
SUBRECIPIENT shall comply with the recordkeeping and reporting requirements found in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV).
- O. MONITORING GRANT ACTIVITIES  
SUBRECIPIENT shall comply with the monitoring of grant activity requirements found in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV).
- P. SCOPE OF WORK  
SUBRECIPIENT shall provide critical and quality services to assist individuals and individuals with families (with veterans and veterans with families as the priority population) to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. As part of a comprehensive continuum of services for individuals, guided by Individualized Housing and Service Plans, **SUBRECIPIENT shall administer the following Project:**
1. **Project Description**

The project provides rapid rehousing services throughout Riverside County to homeless families that meet Continuum of Care (CoC) Program eligibility criteria. Program participants are referred through the County of Riverside Coordinated Entry System (CES). This project follows a Housing First approach to quickly and successfully connect families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. The Mulberry Village "tiny cottages" is a project of 10 cottage style homes and is designed to build safe, healthy, and affordable homes. The project will provide stable and affordable housing; case management and supportive services based on clients' needs; and an opportunity for homeless clients to graduate into permanent housing. Supportive services are offered to maximize housing stability, with an increase of income through cash and non-cash benefits, to prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry. Supportive services provided to program participants include security deposits, rent, and moving costs. Case management will also be provided under a contract Outreach Worker position. The Grant will also fund refrigerators and bed linens for prospective tenants. All services are to adhere to the Housing and Urban Development Code of Federal Regulations.

The project participates in the Homelessness Management Information System (HMIS) and follows the Riverside County CoC HMIS Charter and the HMIS Data Standards released by U.S Department of Housing and Urban Development (HUD).

**2. Project Performance Period Schedule**

From February 1, 2025 to January 31, 2026

Under exceptional circumstance, the project's performance period schedule may change as allowed or required by HUD.

**3. Project Detail**

Project Component Type:	Permanent Housing – Rapid Rehousing
Specific Population Focus:	Homeless individuals and Families
100% Dedicated/DedicatedPLUS:	10
# of Units:	10
# of Beds:	10
# of Dedicated CH Beds:	10
Housing Type and Location:	Scattered-site apartments (including efficiencies)
Address:	2825 Mulberry Street, Riverside, CA 92501, 3900 Main Street, Riverside Ca 92522
Funding Costs for:	Rental Assistance, Supportive Services, HMIS, Admin

- Updated project detail table for the subsequent terms awarded by HUD will be provided by HWS when available.

**4. Outcomes (Data and Analysis)**

SUBRECIPIENT shall collect and report anticipated performance measures for meeting the following benchmarks:



Outcome Performance Measures	Total
# of Units / Households served through rapid rehousing	Minimum 10
# of Beds / Persons served through rapid rehousing	Minimum 10
% Persons exited achieved housing stability	Minimum 90%
% Persons exited back into homelessness	Maximum 10%
Mainstream benefit attainment	Minimum 80%
Increase in income/employment	Minimum 30%

- Subrecipient must meet 100% of the Outcome Performance Measure(s) in the table above in each month during the last 12 months of the Period of Performance for new projects or during the entire 12 months of the Period of Performance for renewal projects.
- Updated outcomes table for the subsequent terms awarded by HUD will be provided by HWS when available.

**5. Spending Milestones**

Percent Spent	Due Date for Spending and Match	Due Date for Fiscal Claims
25%	April 30, 2025	30 days after due date for spending and match
50%	July 31, 2025	30 days after due date for spending and match
75%	October 31, 2025	30 days after due date for spending and match
100%	January 31, 2026	30 days after due date for spending and match

ATTACHMENT I  
MONTHLY PERFORMANCE REPORT

**Monthly Performance Report**  
for the month of \_\_\_\_\_, 20\_\_\_\_  
*(due on or before the 10<sup>th</sup> business day after the above stated month)*

Organization Name: \_\_\_\_\_  
 Contract Person: \_\_\_\_\_ Position: \_\_\_\_\_  
 Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_  
 Award Amount: \_\_\_\_\_ Report Date: \_\_\_\_\_

**Part 1: Program Performance**  
*(Please attach support documentation such as photo/minutes from HMIS or appropriate database for DV numbers.)*

Outcome Performance Measures	Contract Total	Accumulated Actual	Actual % of Goal
# of Units/Households served through (permanent supportive housing)	10 Units		%
# of Beds/Persons served through (permanent supportive housing)	10 beds		%
%Persons exited achieved housing stability	Minimum 90%		%
%Persons exited back into homelessness	Maximum 10%		%
Mainstream benefit attainment	Minimum 80%		%
Increase in income/employment	Minimum 30%		%

**Part 2: Fiscal Performance**  
*(Please include Expense Reimbursement Claims for this month.) (Required)*

Budget Categories	Contract Total	Accumulated Actual	Actual % of Goal
Leasing	\$	\$	%
Rental Assistance	\$	\$	%
Support Services	\$	\$	%
Operating Cost	\$	\$	%
HMIS	\$	\$	%
VAWA	\$	\$	%
Administrative Cost (County)	\$		
<b>Subrecipient Total</b>	<b>\$</b>	<b>\$</b>	<b>%</b>

**Part 3: Challenges:**

**Part 4: Request for Technical Assistance:**

**Part 5: Comments / Remarks:**

ATTACHMENT II  
Privacy and Security Standards

I. PHYSICAL SECURITY

The Contractor shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the Contractor facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
  1. Properly coded key cards
  2. Authorized door keys
  3. Official identification
- C. Issue identification badges to Contractor staff.
- D. Require Contractor staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable PII records are used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines

documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
  1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
  2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
  3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
  4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
  1. All users must be issued a unique username for accessing PII.
  2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
  3. Passwords are not to be shared.
  4. Passwords must be at least eight (8) characters.
  5. Passwords must be a non-dictionary word.
  6. Passwords must not be stored in readable format on the computer or server.
  7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
  8. Passwords must be changed if revealed or compromised.
  9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
    - a. Upper case letters (A-Z)
    - b. Lower case letters (a-z)
    - c. Arabic numerals (0-9)
    - d. Special characters (!, @, #, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic

timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

- J. **Warning Banners.** The systems providing access to PII must display a warning banner stating, at a minimum:
1. Data is confidential;
  2. Systems are logged;
  3. System use is for business purposes only, by authorized users; and
  4. Users shall log off the system immediately if they do not agree with these requirements.
- K. **System Logging.**
1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
  2. The audit trail shall:
    - a. Be date and time stamped;
    - b. Log both successful and failed accesses;
    - c. Be read-access only; and
    - d. Be restricted to authorized users.
  3. If PII is stored in a database, database logging functionality shall be enabled.
  4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. **Access Controls.** The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission Encryption.**
1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
  2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
  3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. **Intrusion Prevention.** All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- III. **AUDIT CONTROLS**
- A. **System Security Review.**
1. The Contractor must ensure audit control mechanisms are in place.
  2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
  3. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing PII must have a documented

change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

#### IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. **Emergency Mode Operation Plan.** The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- B. **Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. **Data Backup and Recovery Plan.**
1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
  2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
  3. The procedures shall include storing backups offsite.
  4. The procedures shall ensure an inventory of backup media.
  5. The Contractor shall have established documented procedures to recover PII data.
  6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

#### V. PAPER DOCUMENT CONTROLS

- A. **Supervision of Data.** The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. **Data in Vehicles.** The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. **Public Modes of Transportation.** The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. **Escorting Visitors.** Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. **Confidential Destruction.** PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. **Removal of Data.** The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.

G. Faxing.

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Contractor shall immediately notify the County when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The County contact for such notification is as follows:

Breaches should be referred to:

HWS Privacy Officer  
Riverside County Housing and Workforce Solutions  
3403 Tenth Street, Suite 300  
Riverside, CA 92501

ATTACHMENT III  
Assurance of Compliance

HUD-419010HF (5-66) (Formerly CFA-1901)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
ASSURANCE OF COMPLIANCE  
WITH DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS UNDER TITLE VI OF  
THE CIVIL RIGHTS ACT OF 1964

City of Riverside (hereinafter called the (Name) "Applicant") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and all requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR, Subtitle A, Part 1) issued pursuant to that Title, to the end that, in accordance with Title VI of the Act and the Regulations, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Housing and Urban Development, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department of Housing and Urban Development, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision or similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department of Housing and Urban Development.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal loans, advances, grants, properties, contracts or other Federal financial assistance extended after the date hereof to the Applicant by the Department of Housing and Urban Development, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

06/13/2025  
Date

*Kase Matthews*  
SUBRECIPIENT'S Authorized Signature

3900 Main Street  
Riverside Ca. 92501  
Address of Vendor/Recipient  
(08/13/01)

Approved as to Form: *Susan Murphy*

Attested by: *[Signature]*

**ADMINISTRATIVE HANDBOOK  
HUD CONTINUUM OF CARE PROGRAM  
2023,2024 & 2025 GRANTS**



**HWS** HOUSING AND  
WORKFORCE  
SOLUTIONS  
ENGAGE. ENCOURAGE. EQUIP.

**ADMINISTRATIVE HANDBOOK  
HUD CONTINUUM OF CARE PROGRAM  
2023, 2024, & 2025 GRANTS**



**Issue Date: July 18, 2022**

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**INTRODUCTION**

This handbook provides project administration guidelines and financial reporting requirements for Subrecipients under contract with the Riverside County Department of Housing and Workforce Solutions (HWS) to operate the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program. This handbook does not supersede any law, regulation, or policy issued by the U.S. Government or HUD with regard to this program.

Assistance to individuals experiencing homelessness was authorized by the McKinney-Vento Homeless Assistance Act of 1987 as amended by the Housing and Community Development Act of 1992, approved October 28, 1992. The Act established numerous programs to promote the development of housing and supportive services to assist persons experiencing homelessness in the transition from streets and shelters to permanent housing and to achieve maximum self-sufficiency. The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009, consolidates three of the separate homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act into a single grant program known as the Continuum of Care (CoC) Program. The HEARTH Act also codifies in law the Continuum of Care planning process, a longstanding part of HUD's application process to assist homeless persons by providing greater coordination in responding to their needs.

HWS, as the HUD Grantee, partners with government and non-profit organizations through a contract to provide housing and supportive services to individuals and families experiencing homelessness within Riverside County.

This handbook is intended to outline the HWS policies and procedures as well as provide the appropriate federal codes and regulations for the HUD Continuum of Care Program to ensure compliance.

**HWS CoC CONTACTS**

The HWS CoC website maintains a CoC Staff Roster with current contact information:  
<https://www.harivco.org/ContinuumofCareDivision/tabid/235/Default.aspx>

Please reach out to the appropriate CoC Programs, Fiscal, HMIS, or Contracts contact with any questions. We are here to help make your project as successful as possible.

## GLOSSARY

**AFFH** – Affirmatively Furthering Fair Housing

**APR** – Annual Performance Report

**CPA** – Certified Public Accountant

**CES** – Coordinated Entry System

**CFR** – Code of Federal Regulations

**CoC** – Continuum of Care

**E-SNAPS** – Electronic Special Needs Assistance Programs

**HMIS** – Homeless Management Information System

**HQS** – Housing Quality Standards

**HUD** – Housing and Urban Development

**HWS** – Housing and Workforce Solutions

**LGBT** – Lesbian, Gay, Bisexual, Transgender

**MOU** – Memorandum of Understanding

**NOFA** – Notice of Funding Availability

**OMB** – Office of Management and Budget

**Recipient** - The entity that receives the grant award and executes the grant agreement with HUD. A recipient may choose to subgrant part of all the CoC Program grant to one or more subrecipients to operate the project, or the recipient may operate the project directly.

**Subrecipient** - An entity that receives a subgrant from the recipient to carry out the operation of the project.

**VAWA** – Violence Against Women Act

## **A. FISCAL COMPONENTS**

The Subrecipient's financial system must comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Specific regulations for HUD CoC grants are covered in 2 CFR Part 200 and 24 CFR Part 578 (Continuum of Care Program).

This Administrative Handbook summarizes these regulations, however, Subrecipients should be familiar with the full regulations and should reference them as needed.

### **1. CLAIMS**

Due to the large volume of paperwork associated with most grants, generally, electronic claims are not accepted. A claim will not be considered as received until a hard copy of the claim with an original signature on the 3106 is received by HWS. In some cases, electronic claims may be accepted instead of hard copies, at the sole discretion of HWS.

Along with the hard copy of the claim, we will also need Excel copies of all staff and summary spreadsheets e-mailed to your assigned fiscal analyst. This is to allow the fiscal analyst to review and verify costs without having to enter all data by hand, which will speed up the review process. Your assigned fiscal analyst will work with you on the proper format for these spreadsheets.

**Claims sent to HWS must have all Personally Identifiable Information (PII) of program participants redacted. This includes a program participant's name, date of birth, social security number, and/or driver's license number. Instead of the client's name, use their HMIS Client ID as their unique identifier.**

### **2. CLAIM FORMS**

Claims should be received by HWS no later than 30 days after the end of the month in which services were provided using the 3106 HUD Programs Claim Form (see attached) with the required supporting documentation (see Section 5 *Supporting Documentation*). For example, a claim for March services should be received by April 30, and a claim for April services should be received by May 30.

On the 3106 Claim Form, the Program Income Received and Program Income Spent columns must be filled in by all subrecipients for all activities. Subrecipients who do not receive or spend program income must fill in \$0.00 in these columns.

If the 3106 claim form is updated during the grant period, the most current version of the 3106 form should be used.

### 3. TIME & ACTIVITY REPORTS

Time & Activity (T&A) reports (see attached) are required for all staff (see Section 5 *Supporting Documentation*). T&A reports are required to show the actual hours that staff worked in a particular activity on a grant. *The T&A report hours must match the total hours on the payroll documentation that is provided.*

**NOTE: One T&A report must be submitted for each pay period. Pay periods are not to be combined on one T&A.**

### 4. REIMBURSEMENTS/DISBURSEMENT OF FUNDS

Generally, reimbursement payments are sent within forty-five (45) days after receipt of a claim. An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed, and will not be paid to the Subrecipient.

The most common causes for a delay in reimbursement are:

- Lack of documentation
- Incomplete documentation
- Unclear documentation

Once your claim has been reviewed, we will e-mail you a letter indicating any differences. If you disagree with any disallowance, please request any correction within 30 days from the date of the letter.

Any reimbursements that are made and are found later to be ineligible by HWS, HUD, or any other regulating entity must be repaid by the Subrecipient upon request.

### 5. MATCH (24 CFR §578.73)

All eligible funding costs, except leasing, must be matched with no less than a 25 percent cash or in-kind contribution. No match is required for leasing. The match requirements apply to project administration funds, along with the traditional expenses—operations, rental assistance, supportive services, and HMIS. Match must be met for each operating year. Match must be submitted with each monthly claim.

Match can be cash or in-kind. Matching funds provided by the Subrecipient must be money provided to the project by one or more of the following: the Subrecipient, the federal government, state and local governments, and/or private resources. Matching funds provided by state or local government used in a matching contribution are subject to maintenance of effort requirements. Match provided by other funding sources must be eligible to be used as

match for the CoC program.

For an in-kind match, the Subrecipient may use the value of property, equipment, goods, or services contributed to the project, provided that, if the Subrecipient had to pay for such items with grant funds, the costs would have been eligible. If third-party services are to be used as a match, the Subrecipient and the third-party service provider that will deliver the services must enter into a memorandum of understanding (MOU)—**before the grant is executed**—documenting that the third party will provide such services and value towards the project.

All match must be for eligible activities and must follow the same documentation requirements as a reimbursement request.

If sufficient match is not included in each monthly claim to meet the required match percentage, HWS reserves the right to move reimbursement requests to match to fulfill the match requirement.

### 6. PROGRAM INCOME (24 CFR §578.97)

Subrecipients may use program income on any eligible costs in Subpart D of the CoC Program Interim Rule. Therefore, Subrecipients are prohibited from using program income on any costs that would not be eligible to charge to the CoC Program grant. Subrecipients must document that the program income was expended in accordance with the requirements of the CoC Program. For subrecipients who receive or spend program income, the Program Income Report (see attachment) must be submitted to show how the Program Income has been expended. Reimbursement is contingent on the inclusion of this report with each claim.

On the 3106 Claim Form, the Program Income Received and Program Income Spent columns must be filled in by all subrecipients for all activities. Subrecipients who do not receive or spend program income must fill in \$0.00 in these columns.

### 7. SUPPORTING DOCUMENTATION

The general rule for supporting documentation is that for any program cost that is to be reimbursed (or used as match), provide the invoice which documents that a cost was incurred, and a receipt, or a copy of a check, or a check stub to substantiate the amount paid. Supporting documentation must be **legible, clear, and organized**. HWS must be able to tie your request to the amounts claimed after each line item on the Claim Form. Costs can only be reimbursed if they have been included in the original Technical Submission/Application.

If the same backup documentation applies to multiple claims (for example, a cost allocated between multiple grants), a copy of that backup documentation must be included in each claim. Claims for the same subrecipient are reviewed separately and may be reviewed by

different staff members.

Documentation for each budget category should be bundled together and identified with a summary sheet or label identifying the Line Item Number or the Activity as listed on the Claim Form. A spreadsheet itemizing the expenses, or at a minimum, an adding machine tape showing the expenses with a matching amount on the claim form is helpful. The clearer the information is that you provide, the quicker we will be able to process the claim.

Any costs that are unusually large or are otherwise unusual in nature should include a justification for the purpose of the cost and its relation to the program and to the particular budget category that it is being claimed in. For example, an unusual cost being claimed to Supportive Services should include a programmatic justification demonstrating how it fits into one of the categories under 24 CFR §578.53 (Supportive services).

Fiscal staff reviews each claim for expenses that are:

- Allowable (2 CFR §200.403)
- Allocable (2 CFR §200.404)
- Reasonable (2 CFR §200.405)

HUD has provided the following guidance on reasonable costs:

*"Costs are considered 'reasonable' if they do not exceed what a prudent person would incur under similar circumstances. All costs must pass the 'rational person' test by meeting all of the following criteria:*

*The cost would be recognized as ordinary and necessary for the operation of the organization and/or project.*

*The cost is in accordance with market prices for comparable goods or services as evidenced by cost estimates and documentation.*

*The individuals responsible for incurring the cost acted with prudence and for the benefit of the organization and its activities.*

*The cost has been incurred after following the established practices of the organization, in accordance with the terms and conditions of the award."*

#### **DOCUMENTATION REQUIRED BY HWS FISCAL PRIOR TO CLAIMING**

At contract execution, all third-party MOU's must be received.

At time of client housing move-in:

- Lease agreement, Rental Calculation, Rent Reasonableness, Utility Allowance worksheet (does not need to be submitted with each claim. **Must be submitted at client move-in and each time change occurs.**)

#### **GENERAL GUIDELINES AND CLAIM DOCUMENTATION REQUIRED BY HWS**

<b>GENERAL GUIDELINES</b>	
❖	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 <b>will be rejected.</b>
❖	All claims must be in accordance with the terms and conditions of your contract.
<b>FISCAL YEAR-END (JUNE 30)</b>	
❖	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 <b>June 6.</b>
	*If June 6 falls on a weekend, the deadline is the prior Friday ( <b>June 4 or 5</b> ).
❖	Claims received <b>after June 6</b> will still be paid. However, payment will be delayed until <b>after June 30.</b>
❖	Claims at year-end must still follow the same general guidelines. <b>*Estimates are not allowed unless specifically authorized by our fiscal team.</b>
<b>PERSONALLY IDENTIFIABLE INFORMATION (PII)</b>	
❖	All PII of program participants <b>must</b> 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.
<b>FORMS / SUMMARY WORKSHEETS – Required with each claim.</b>	
	<b>Spreadsheets must be provided in Excel format.</b>
❖	<b>SIGNED/DATED</b> Payment Request Form ( <u>current version</u> of Form 3106)
❖	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 with any changes or (if applicable) annual recertification.**

- ❖ Lease agreement
- ❖ Rent reasonableness
- ❖ Rent calculation

**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 charges.
  - 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)

**NOTE:** Expenses for vacant staff positions are only eligible for 90 days. EX: Cell phone, tablet, internet, etc.

**8. FEES AND MILEAGE**

As per direction from HUD, following is information on the eligibility of some fees. Costs listed as eligible must be necessary and reasonable for performance of the project, as determined by HWS and/or HUD. Those not addressed will be handled on a case-by-case basis:

ELIGIBLE	NOT ELIGIBLE
Reconnection fees for utilities	Late fees on utilities that are either in the clients' name or in the agencies name
Utility arrears (if an invoice is included that shows the service period is within the grant period)	Late fees for rent
Money order fees	Credit card interest
Convenience fees for online or phone payments	Meal Break Penalty Pay
Debit card fees	Membership Fees (i.e., Costco, Sam's Club)
Reasonable service/delivery fees/Tips for grocery delivery	
Bag fees for groceries	

All mileage costs must be necessary and reasonable for performance of the project, as determined by HWS and/or HUD. Standards for mileage are as follows:

- If mileage is claimed according to distances from an online map service, a printout of the online map should be included with the request.
- If mileage is claimed according to odometer readings, a log with the to/from locations, purpose of travel, and before/after odometer readings should be included with the request. Odometer readings may differ from online map service results by up to five (5) miles. When reviewing the claim, HWS will check distances for some or all of the trips and, if found to be more than five (5) miles over an online map service result, will disallow any mileage costs over that amount for that trip.
- Per guidance from HUD, mileage from an employee's home to/from their agency's office is **not eligible**. This applies whether the employee usually works in the office or usually teleworks from home.

**9. CAPITAL PURCHASES (2 CFR §200.439)**

Capital expenditures are allowable, provided that items with a unit cost of \$5,000 or more have the prior written approval of HWS **before the item is purchased**. HWS will require proof that due diligence was achieved on the part of the subrecipient to ensure that the purchase is reasonable and was made using the federal procurement standards referenced

in 2 CFR §200.318, §200.319, and §200.320.

#### 10. PROCUREMENT STANDARDS

Agencies must follow the federal procurement standards found in 2 CFR §200.318, §200.319, and §200.320.

#### 11. INDIRECT COSTS

HWS, with HUD's approval, has elected to allow Direct Costs only.

#### 12. IDENTIFYING LINE ITEMS

- a) Leasing (24 CFR §578.49)
- b) Rental Assistance (24 CFR §578.51)
- c) Supportive Services (24 CFR §578.53)
  - Annual Assessment of Service Needs
  - Assistance with Moving Costs
  - Case Management
  - Child Care
  - Education Services
  - Employment Assistance and Job Training
  - Food
  - Housing Search and Counseling Services
  - Legal Services
  - Life Skills Training
  - Mental Health Services
  - Outpatient Health Services
  - Outreach Services
  - Substance Abuse Treatment Services
  - Transportation
  - Utility Deposits
  - Direct Provision of Services
- d) Operating Costs (24 CFR §578.55)
  - Maintenance and Repair of Housing
  - Property Taxes and Insurance
  - Replacement Reserves
  - Building Security
  - Electricity, Gas, and Water
  - Furniture
  - Equipment (lease, buy)
- e) HMIS (24 CFR §578.57)

- Equipment
- Software
- Services
- Personnel

f) Administration (24 CFR §578.59)

#### 13. BUDGET MODIFICATIONS (24 CFR §578.105)

After the effective date of this Agreement, no changes to program budget, funded homeless service providers, or eligible activities shall be made without prior approval from HWS. Any changes to this Agreement must be made in writing and approved by HWS prior to implementing the change. No requests will be approved retroactively.

##### • Changes within a Budget Category

Changes can be made to individual line items within a category, if all of the following conditions are met:

- The total amount of the Agreement does not change;
- The Subrecipient delivers a written request to HWS, that adequately documents the need for a change and specifically identifies the items to be reduced/increased;
- The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- Modification requests (i.e., other than rollovers) must be submitted to HWS before or upon submission of the final claim.

##### • Changes between Budget Categories (up to 10 percent)

Changes can be made between categories of up to 10 percent over the life of the grant, if all the following conditions are met:

- The total amount of the Agreement does not change;
- The Subrecipient delivers a written request to HWS, that adequately documents the need for a change and specifically identifies the categories and line items to be reduced/increased;
- The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- Modification requests must be submitted to HWS no later than **ninety (90) days** prior to the end of the grant period.

- **Major Changes**

Changes from the initial application that substantially affect the grant. All requests for major changes must be approved in writing by HWS prior to implementing the change. No requests will be approved retroactively. The following are examples of significant changes:

- a change in project site;
- additions and deletions of eligible activities;
- a shift of 10 percent or more of funds from one approved activity to another over the life of the grant;
- a change in the target population; or
- a change in the number of participants to be served.

- **Conditions for Approval**

Changes may be approved if all the following conditions are met:

- The Subrecipient delivers a written request to HWS, no later than **ninety (90) days** prior to the end of the grant, and adequately documents the need for change; and
- approval is received by HUD.

- **Requests for Approval**

Request will be forwarded to HUD for their approval and any one of the following will take place:

- HUD will approve change as requested;
- HUD will approve change and reduce dollars;
- HUD will deny request.

#### **14. ADVANCES**

HWS CoC processes all claims on a reimbursement basis and does not provide advances on HUD CoC grants.

#### **15. SUBCONTRACTS**

Subrecipient must provide copies of any subcontracts or MOU's for any services (including In- Kind Match) that will be provided under this grant prior to those services being provided.

#### **B. UNEXPENDED FUNDS AND CLOSEOUTS (2 CFR §200.344, 24 CFR §578.109)**

The Subrecipient shall complete all necessary closeout procedures, including the APR, required by HWS within a period of not more than sixty (60) calendar days from the expiration date of this Agreement. This time period will be referred to as the financial closeout period. After the expiration of the financial closeout period, those funds not paid to the Subrecipient under this Agreement shall be recaptured by HUD. HWS is not liable for any expenses or costs associated with this Agreement after the expiration of the financial closeout period.

#### **C. INSPECTION AND AUDITS**

1. The Subrecipient shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement (refer to Recordkeeping Requirements).
2. Authorized representatives of HWS and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right, upon request, to inspect or otherwise evaluate the work performed under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referrals, and financial and administrative documents for five (5) years after final payment was made, or until all pending county, state, and federal audits are completed, whichever is later.
4. Should the Subrecipient disagree with any audit conducted by HWS, the Subrecipient shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with HWS a certified financial and compliance audit (in compliance with generally accepted government auditing standards) of related services provided during the term of this Agreement. The Subrecipient will not be reimbursed by HWS for such an audit.
5. In the event the Subrecipient does not make available its books and financial records at the location where they are normally maintained, the Subrecipient agrees to pay all necessary and reasonable expenses, including legal fees, incurred by HWS in conducting any audit.
6. All Agreement deliverables and equipment furnished or utilized in the performance of this Agreement shall always be subject to inspection by HWS during the term of this Agreement. The Subrecipient shall provide adequate cooperation to any employee

assigned by HWS in order to permit their determination of the Subrecipient's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.

#### **D. WITHHELD PAYMENTS**

Unearned payments under this Agreement may be suspended or terminated if grant funds to HWS are suspended, terminated, or if the Subrecipient refuses to accept additional conditions imposed on it by HUD or HWS.

HWS has the authority to withhold funds under this Agreement pending a final determination by HWS of questioned expenditures or indebtedness to HWS arising from past or present agreements between HWS and the Subrecipient. Upon final determination by HWS of disallowed expenditures or indebtedness, HWS may deduct and retain the amount of the disallowed expenditures or indebtedness from the amount of the withheld funds.

Payments to the Subrecipient may be withheld by HWS if the Subrecipient fails to comply with the provisions of this Agreement.

#### **E. FISCAL ACCOUNTABILITY**

The Subrecipient agrees to manage funds received through HWS in accordance with sound accounting policies, incur and claim only eligible costs for reimbursement, and adhere to accounting standards established in 2 CFR Part 200.

The Subrecipient must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, the Subrecipient must develop an accounting procedure manual. Said manual shall be made available to HWS upon request or during fiscal monitoring visits.

#### **F. AVAILABILITY OF FUNDING**

Funding for this Agreement is subject to the continuing availability of funds provided to HWS during the Agreement period. HWS will inform the Subrecipient, immediately upon notice from HUD, of any limitation of the availability of funds. Both parties understand that HWS makes no commitment to fund this project beyond the term of this Agreement.

#### **G. REPORTING**

Reporting due dates are determined by a project's operating start date. Each year is funded separately, and funds cannot be automatically rolled over from one year to another. Funds

also may not be rolled over from one contract to another. Please note that different programs have different operating start dates.

1. The Subrecipient agrees to follow HWS instructions and guidance to complete the following reports in e-snaps, SAGE or any other system designated by HUD. Failure to submit these reports may lead to a delay in receiving future grant funds.
  - a) Preliminary Annual Performance Report (APR) around 3 to 6 months prior to end of the operating year. The Preliminary APR is a mechanism to ensure the quality of the actual APR proactively.
  - b) Annual Performance Report (APR) within sixty (60) days after the end of each operating year. Upon review for completeness and accuracy, HWS staff will submit the APR to HUD as required.
2. Additional reports may be requested at any time by HWS and/or HUD to meet other applicable reporting or audit requirements, as well as evaluating project performance.

#### **H. RECORDKEEPING REQUIREMENTS**

The Subrecipients must establish, maintain and implement written standard operating procedures for ensuring that Continuum of Care program funds are used in accordance with the recordkeeping requirements and must establish and maintain sufficient records to enable HWS/HUD to determine whether the Subrecipient is meeting the requirements of 24 CFR §578.103.

1. The Subrecipient must maintain and follow written intake procedures to ensure program compliance. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless or chronically homeless status and eligibility. The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third. Records contained in HMIS, or comparable database used by victim service or legal service providers, are acceptable evidence of third-party documentation and intake worker observations if the HMIS, or comparable database, retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made, and if the HMIS prevents overrides or changes of the dates on which entries are made.
2. As part of the Chronically Homeless definition, evidence that the individual is a homeless individual with a disability must include documentation at intake of the evidence relied upon to establish and verify the disability of the person applying for homeless assistance.

Acceptable evidence of the disability includes written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to be long-continuing or of indefinite duration and substantially impedes the individual's ability to live independently; written verification from the Social Security Administration; the receipt of a disability check (e.g., Social Security Disability Insurance check or Veteran Disability Compensation); intake staff-recorded observation of disability that, no later than 45 days from the application for assistance, is confirmed and accompanied by the required evidence.

3. Subrecipient must ensure that records of all grant activities are complete and correct to enable HWS/HUD to determine whether recipient and Subrecipients are meeting CoC Program Interim Rule requirements and must be retained for the five (5) years after final payment has been made or until all pending HWS, state, and federal audits, if any, are completed, whichever is later. If a restrictive covenant is in effect, records shall be maintained until the covenant expires.

The Subrecipient agrees to keep all records containing protected information secure and confidential.

4. **Program participant records.** In addition to evidence of homeless or chronically homeless status, as applicable, the Subrecipient must keep records for each program participant that document:
  - o Coordinated Entry System (CES): Subrecipients must retain evidence of referral received from CES and/or HomeConnect that initiated program assistance.
  - o Services provided: All services, assistance and type of supportive services provided to the program participant (at least one documented activity per month), including evidence that the Subrecipient has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR §578.37(a)(1)(ii)(F), must be documented in the participant file. Where applicable, compliance with the termination of assistance requirement in 24 CFR §578.91.
  - o Annual income: For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Subrecipient must keep the documentation of annual income specified by HUD and completed by the Subrecipient; and source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation; to the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits

administrator) or the written certification by the Subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or to the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the 3-month period following the evaluation. Income of program participants must be calculated in accordance with 24 CFR §5.609 and 24 CFR §5.611(a).

- o Calculation of occupancy charges: The Subrecipient must retain evidence of compliance with 24 CFR §578.77 (Calculating occupancy charges and rent), if occupancy charges are imposed.
- o Utility allowance: For all utility allowance calculations, Subrecipients must utilize the most current utility allowance charts provided by the Housing Authority of the County of Riverside (see attachment).
- o Housing standards: The Subrecipient must retain documentation of compliance with the housing standards in 24 CFR §578.75(b), including inspection reports.
- o Occupancy agreements and leases: Subrecipient must retain all signed occupancy agreements or leases for program participants residing in housing.

#### **I. PARTICIPATION IN COORDINATED ENTRY SYSTEM (24 CFR §578.7, 24 CFR §578.23)**

CoC funded projects are required to participate in the local Coordinated Entry System. As defined by HUD:

“Coordinated entry is a key step in assessing the needs of homeless individuals and families and prioritizing them for assistance. In addition to engaging people who are seeking assistance, Coordinated Entry processes should be integrated with communities’ outreach work to ensure that people living in unsheltered locations are prioritized for help. Coordinated Entry should achieve several goals:

- make it easier for persons experiencing homelessness or a housing crisis to access the appropriate housing and service interventions;
- prioritize persons with the longest histories of homelessness and the most extensive needs;
- lower barriers to entering programs or receiving assistance; and,
- ensure that persons receive assistance and are housed as quickly as possible.

#### **J. ASSESSMENT AND MONITORING**

Riverside County is on record as the applicant and grantee for the HUD grant funds. As such, Riverside County HWS is responsible for ensuring that the funds received by Subrecipients are utilized according to federal law and policy, and that goals established in the Project Application, Technical Submission, and Contract are being met. To ensure that the County and

Subrecipients comply with HUD and all applicable policies, HWS will conduct program, financial, and contract compliance monitoring visits at least once annually.

Reviews will be conducted by representatives from HWS CoC staff and the Subrecipient's fiscal liaison. The purpose of the monitoring visit is to assess how well the Subrecipient is implementing its grant and/or to offer technical assistance.

In preparation for the monitoring session, whether virtual or on-site, the monitoring team will contact the Subrecipient to arrange a mutually convenient date for the monitoring session, explain the purpose of monitoring, and provide an advance copy of the monitoring tool.

The County will follow a monitoring plan and conduct a Monitoring Entrance and Exit Meeting. During the Entrance meeting, the monitoring team will meet Subrecipient key personnel and provide an overview of the review process. At the Exit meeting, the County will review and comment on areas which might be a finding or a concern during the visit.

HWS will prepare a Monitoring Report for the review not later than thirty (30) days after the visit. The Subrecipient will be given, if appropriate, thirty (30) days to respond to the report, including submission of a corrective action plan to address any concern(s)/finding(s).

Subrecipients agree to facilitate and be subject to monitoring grant activities by HWS to ensure compliance with applicable CoC Program regulations and requirements. In addition, projects will be evaluated for HUD System Performance Measures outcome. The monitoring must cover each function and activity.

1. A monitoring session (whether onsite or virtual) of the homeless service provider shall occur whenever deemed necessary by HWS, but at least once during the grant period.
2. HWS will monitor the performance of the Subrecipient based on a risk assessment and according to the terms of this Agreement.
3. HWS will monitor the Subrecipient and funded project based on the performance measures used by HUD in the Continuum of Care Program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participant Service Areas in the Continuum of Care allocation, HWS will work collaboratively with the Subrecipient to develop performance improvement plans which will be incorporated into this Agreement.
4. If it is determined that a Subrecipient falsified any certification, application and/or client information, financial, or contract report, the Subrecipient shall be required to reimburse the full amount of the CoC award to HWS and may be prohibited from any further participation in the CoC Program. HWS may impose any other actions permitted under 24 CFR §576.501(c).

#### K. HOUSING QUALITY STANDARDS

Subrecipients of CoC Program grant funds must abide by Housing Quality Standards (HQS) and suitable dwelling size required under 24 CFR §982.401 (Housing Quality Standards) and 24 CFR §578.75 (General Operations). In addition, Subrecipients must provide housing or services that comply with all applicable State and local housing codes, licensing requirements, and any other requirements in the project's jurisdiction.

Prior to providing assistance on behalf of a program participant, Subrecipients must physically inspect each unit to assure that the unit meets HQS. This requirement is designed to ensure that program participants are placed in housing that is suitable for living.

Housing provided to a CoC program participant must be decent, safe, and sanitary. This applies to leased housing and where rental assistance payments are made. 24 CFR §578.75(b).

Assistance will not be provided for units that fail to meet HQS, unless the owner corrects any deficiencies within 30 days from the date of the initial inspection and the recipient or Subrecipient verifies that all deficiencies have been corrected.

Subrecipients must follow the HQS General Requirements listed below and must complete HUD 52580 HQS Inspection Checklist (24 CFR §982.401). See Exhibit D on page 32.

1. Sanitary facilities;
2. Food preparation and refuse disposal;
3. Space and security;
4. Thermal environment;
5. Illumination and electricity;
6. Structure and materials;
7. Interior air quality;
8. Water supply;
9. Lead-based paint;
10. Access;
11. Site and neighborhood;
12. Sanitary condition; and
13. Smoke Detectors.

Following are the types of inspections to be performed:

1. Initial: An inspection that must take place to ensure that the unit passes HQS before assistance can begin; this inspection is conducted upon receipt of Request for Tenancy Approval;
2. Annual: An inspection to determine that the unit continues to meet HQS; this inspection must be conducted within 12 months of the last annual inspection;
3. Complaint: An inspection caused by the authority receiving a complaint from any source

- regarding the unit by anyone;
4. Special/Quality Control: An inspection requested/conducted by a third party.

HWS will verify that the initial and annual inspections were conducted during project monitoring which will occur approximately 6 months after project implementation. HWS will monitor HQS in accordance with the Code of Federal Regulations 24 CFR §578.75(b) and 24 CFR Part 982, by conducting quality control inspections for a sample of ten percent (10%) of a project's actively enrolled units, to meet HUD requirements. The purpose of Quality Control inspections is to ascertain that Subrecipients are conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of HQS.

#### **L. LEASE AGREEMENT (24 CFR §578.51)**

Lease agreement is a statutory requirement and requires a lease that has an initial term of at least one year, is renewable, and is terminable only for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

Subrecipient must retain a copy of a duly executed lease agreement in the participant's file.

#### **M. RENT REASONABLENESS (24 CFR §578.51)**

The Subrecipient must determine whether the rent charged for the unit receiving rental assistance is reasonable in relation to rents being charged for comparable unassisted units, considering the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units.

The Subrecipient agrees to obtain and retain records of rent reasonableness for all CoC Program participants prior to providing assistance.

Subrecipients must retain a completed rent reasonableness certification in the client file. See Exhibit E on page 40.

#### **N. HEARTH ACT COMPLIANCE**

This section is to ensure compliance with the requirements of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH Act): Continuum of Care (CoC) Program Interim Rule.

##### **1. Participation of Homeless Individuals**

The HEARTH Act CoC Program Interim Rule states that the recipient or Subrecipient must

document its compliance with the homeless participation requirements under 24 CFR §578.75(g), which is as follows:

Participation of homeless individuals.

1. Each Subrecipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the Subrecipient, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement is waived if a Subrecipient is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions.
2. Each Subrecipient of assistance under this part must, to the maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, and operating the project, and in providing supportive services for the project.

##### **2. Faith-Based Activities**

Subrecipient shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite.

The HEARTH Act CoC Program Interim Rule states that the Subrecipient must document its compliance with faith-based activities requirements under 24 CFR §578.87(b), which is as follows:

Faith-based activities.

1. Equal treatment of program participants and program beneficiaries.
  - (i) Program participants: Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Continuum of Care program. Neither the Federal Government nor a State or local government receiving funds under the Continuum of Care program shall discriminate against an organization on the basis of the organization's religious character or affiliation. Recipients and Subrecipients of program funds shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
  - (ii) Beneficiaries: In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services,

program participants shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

2. Separation of explicitly religious activities: Subrecipients of Continuum of Care funds that engage in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, must perform such activities and offer such services outside of programs that are supported with federal financial assistance separately, in time or location, from the programs or services funded under this part, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services.
3. Religious identity: A faith-based organization that is a Subrecipient of Continuum of Care program funds is eligible to use such funds as provided under the regulations of this part without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a Continuum of Care program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

### 3. Involuntary Family Separation

The HEARTH Act CoC Program Interim Rule states that the recipient or subrecipient must document its compliance with involuntary family separation requirements under 24 CFR §578.93(e), which is as follows:

(e) Prohibition against involuntary family separation. The age and gender of a child under age 18 must not be used as a basis for denying any family's admission to a project that receives funds under this part.

### 4. Discrimination Policy

Federal and California State laws note that discrimination can be based on race, color, national origin or gender. Discrimination can also be based on age, religion, disability, familial status or sexual orientation.

### O. HOUSING FIRST

The Housing First model prioritizes rapid placement and stabilization in permanent housing that does not have service participation requirements or preconditions. This means projects must allow entry to program participants regardless of their income, current or past substance use, history of victimization (e.g., domestic violence, sexual assault, childhood abuse), and criminal record – with the exception of restrictions imposed by federal, state or local law or ordinance (e.g., restrictions on serving people who are listed on sex offender registries).

Subrecipients must commit to applying the Housing First model to all CoC Program funded projects.

### P. AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

Affirmatively Furthering Fair Housing (AFFH) is a legal requirement that federal agencies and federal grantees further the purposes of the Fair Housing Act. This obligation to affirmatively further fair housing has been in the Fair Housing Act since 1968 (for further information see Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3608 and Executive Order 12892). HUD's AFFH rule provides an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development."

### Q. EQUAL ACCESS RULE

Subrecipients are required to abide by HUD's Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity final rule 24 CFR Parts 5, 200, 203, 236,

400, 570, 574, 882, 891, and 982. This rule clarifies that all otherwise eligible families, regardless of marital status, sexual orientation, or gender identity, will have the opportunity to participate in HUD programs. In the majority of HUD's rental programs, the term "family" already has a broad scope and includes a single person and families with or without children. HUD's rule clarifies that otherwise eligible families may not be excluded because one or more members of the family may be a lesbian, gay, bisexual, and/or transgender (LGBT) individual, have an LGBT relationship, or be perceived to be such an individual or in such relationship.

This rule prohibits Subrecipients of HUD-assisted housing from asking about an applicant or occupant's sexual orientation and gender identity for the purpose of determining eligibility or otherwise making housing available.

#### **R. VIOLENCE AGAINST WOMEN ACT (VAWA)**

The Violence Against Women Reauthorization Act of 2013 (VAWA 2013) significantly expanded housing protections to victims of domestic violence, dating violence, sexual assault, and stalking across HUD's core housing and homelessness programs. Subrecipients must comply with the VAWA final rule.

#### **S. ENVIRONMENTAL REQUIREMENTS**

The Subrecipient shall cooperate with HWS staff and supply all available, relevant information necessary for HWS to perform for each property any environmental review as required under 24 CFR Part 50. The Subrecipient shall also carry out mitigating measures required by HWS or select an alternate eligible property.

The Subrecipient, or any subcontractor of the Subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the Subrecipient has received HUD approval of the property.

For all funded applications, HWS will inform the Subrecipient of any required additional environmental review.

#### **T. TERMINATION OF ASSISTANCE TO PROGRAM PARTICIPANTS (24 CFR §578.91)**

The interim rule provides that a recipient may terminate assistance to a participant who violates program requirements or conditions of occupancy. The recipient must provide a formal process that recognizes the due process of law. Recipients may resume assistance to a participant whose assistance has been terminated. Recipients that are providing permanent supportive housing for hard-to-house populations of homeless persons must exercise judgment and examine all circumstances in determining whether termination is appropriate.

Under this interim rule, HUD has determined that a participant's assistance should be terminated only in the most severe cases.

#### **U. PROJECT RENEWALS (24 CFR §578.33)**

If the Subrecipient wishes to renew its contract with Riverside County HWS, the Subrecipient will need to apply through the HUD NOFA (Notice of Funding Availability) competitive process during the final year of the active grant.

All approved renewal applications will be submitted as part of the County's Consolidated Application. Problems that could prevent a program from being submitted for renewal, or receiving a low-ranking score include, but are not limited to, failure to meet program goals, low performance, mismanagement of funds, or failure to serve the population targeted in the project application.

During the application process, all applications are evaluated and ranked by an independent review panel. The review and evaluation process is approved by the CoC Board of Governance and include evaluation of project performance, compliance with rules and regulations and cost effectiveness.

#### **V. CRIMINAL BACKGROUND**

The Subrecipient providing services to minors is required to conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under the Continuum of Care Program. Subrecipient must retain a copy of a criminal background records verification and available for review by HWS.

**CoC PROGRAM REFERENCE GUIDE**

1. 24 CFR Part 578 (Continuum of Care Program)  
<https://www.ecfr.gov/cgi-bin/text-idx?node=pt24.3.578>
2. McKinney-Vento Homeless Assistance Act as Amended  
<https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>
3. 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)  
<https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>
4. HUD Exchange  
<https://www.hudexchange.info/programs/coc/>
5. Sage HMIS Reporting Repository  
<https://www.sagehmis.info/>
6. Coordinated Entry Policy Brief  
<https://www.hudexchange.info/resource/4427/coordinated-entry-policy-brief/>
7. Riverside County CoC Division and Funded Programs Website  
<https://www.harivco.org/HousingandUrbanDevelopmentContinuumofCareProgram/tabid/238/Default.aspx>
8. HUD CoC Virtual Binders  
<https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/>

**EXHIBIT A – 3106 CLAIM FORM**

**COUNTY OF RIVERSIDE HOUSING AND WORKFORCE SOLUTIONS**  
U.S. Department of Housing and Urban Development  
Continuum of Care Homeless Assistance Programs

Grant No. \_\_\_\_\_ Claim No. \_\_\_\_\_

Prepared by: \_\_\_\_\_ Tel # / ext. \_\_\_\_\_

Payee Name (Agency) \_\_\_\_\_ (Tax ID or EIN) \_\_\_\_\_

Address \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (ZIP)

Line Item	Activity	Line Item	Activity	Line Item	Activity
1010	Acquisition	1040	Home Assistance	1000	COG Planning
1020	Rehabilitation	1050	Supportive Services	1100	Licensing
1021	New Construction	1051	FRAC		
1030	Operating Cost	1060	Alternative Cost		

Details of Service: \_\_\_\_\_ For County Use Only

Line Item	Activity	Program Income Received	Program Income Spent	Cash/In-Kind Match	Amount Billed	Amount Paid
<b>TOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

PUBLIC NOTE: All source documents and proof of payment have been attached. These source documents include invoices and taking statements, payroll registers, receipts and contracts. Proof of payment is herein attached in the form of copies of checks or warrants.

I declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: \_\_\_\_\_ Date of Payment: \_\_\_\_\_

For County Use Only

Purchase Order # \_\_\_\_\_ Invoice # \_\_\_\_\_

If amount authorized is different than amount requested, please see attached claim receipt for adjustments.

Prepared: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

**Grant Number/FAIN: CA2052L9D082402**  
**Recipient Name: County of Riverside**  
**Tax ID No.: 95-6000930**  
**Unique Entity Identifier (UEI) Number: MN1HJ72DTDF9**

**CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)**  
**GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and County of Riverside (the “Recipient”).

This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO), except for references in the NOFO to Executive Orders that have since been repealed;
5. all current Executive Orders; and
6. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Recipient is a Unified Funding Agency (UFA).

- The Recipient is the sole recipient designated by the applicable Continuum of Care.  
 The Recipient is not the only recipient designated by the applicable Continuum of Care.

HUD’s total funding obligation authorized by this grant agreement is \$258223, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

<u>Grant No. (FAIN)</u>	<u>Grant Term</u>	<u>Performance Period</u>	<u>Budget Period</u>	<u>Total Amount</u>
CA2052L9D082402	12	2/1/2025-1/31/2026	2/1/2025-1/31/2026	\$258,223
allocated between budget line items as follows:				
a. Continuum of Care Planning Activities				\$0
b. Acquisition				\$0
c. Rehabilitation				\$0
d. New construction				\$0
e. Leasing				\$0
f. Rental assistance				\$190,440
g. Supportive services				\$38,520
h. Operating costs				\$0
i. Homeless Management Information System				\$11,332
j. Administrative costs				\$17,931
k. Relocation costs				\$0
l. VAWA Costs				\$0
m. Rural Costs				\$0
n. HPC homelessness prevention activities:				
Housing relocation and stabilization services				\$0
Short-term and medium-term rental assistance				\$0

**Pre-award Costs for Continuum of Care Planning**

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

**These provisions apply to all Recipients:**

The Recipient:

- (1) shall not use grant funds to promote “gender ideology,” as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- (2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
- (3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
- (4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and
- (5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization.

Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

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

*Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD’s Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule, and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY: Chin Woo Choi  
(Signature)

Chin Woo Choi, Acting Director  
(Typed Name and Title)

March 28, 2025  
(Date/Federal Award Date)

**RECIPIENT**

County of Riverside  
(Name of Organization)

BY: Heidi Marshall  
(Signature of Authorized Official)

Heidi Marshall, Director, HWS  
(Typed Name and Title of Authorized Official)

4/21/2025  
(Date)

Approved as to form:  
Minh C. Tran  
County Counsel

Paula S. Salcido  
By:  
Paula S. Salcido  
Deputy County Counsel

**Indirect Cost Information for Award Applicant/Recipient**

1. Federal Program/Assistance Listing Program Title:  
CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267

2. Legal Name of Applicant/Recipient:

3. Indirect Cost Rate Information for the Applicant/Recipient:

*Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.*

- The Applicant/Recipient will not charge indirect costs using an indirect cost rate.
- The Applicant/Recipient will calculate and charge indirect costs under the award by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, has been approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate
	%		
	%		
	%		

4. Submission Type (check only one):  
 Initial submission     Update

5. Effective date(s):

6. Certification of Authorized Representative for the Applicant/Recipient:

**\*\*Under penalty of perjury, I certify on behalf of the Applicant/Recipient that**

- (1) all information provided on this form is true, complete, and accurate, and
- (2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and
- (3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**\*\*Warning:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

**Public Reporting Burden Statement:** This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

**Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient**

<b>Number</b>	<b>Item</b>	<b>Instructions</b>
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	<p>Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients.</p> <p>The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional").</p> <p>If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.</p> <p>If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.</p> <p>If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.</p>
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.





## EXHIBIT D – INSPECTION CHECKLIST

### Inspection Checklist

Housing Choice Voucher Program

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0189  
(Exp. 07/31/2022)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

**Privacy Act Statement:** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family	Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector	Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection <input type="checkbox"/>	Date of Last Inspection (mm/dd/yyyy)	PHA

<b>A. General Information</b>		<b>Housing Type (check as appropriate):</b> <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3-4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise: 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input checked="" type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
Inspected Unit	Year Constructed (yyyy)	
Full Address (Including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
Owner		
Name of Owner or Agent Authorized to Lease Unit Inspected	Phone Number	
Address of Owner or Agent		

<b>B. Summary Decision On Unit (To be completed after form has been filled out)</b>			
<input type="checkbox"/> Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
<input type="checkbox"/> Fail			
<input type="checkbox"/> Inconclusive			

Inspection Checklist						
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

Previous editions are obsolete.

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Form HUD-52580 (7/2019)

\* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;  
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Room No.	1. Living Room (Continued)	Yes Pass	No Fail	In-Cone.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
<b>2. Kitchen</b>						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
<b>3. Bathroom</b>						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Previous editions are obsolete

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form HUD-52580 (7/2019)

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	___ Floor Level
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	___ Floor Level
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	___ Floor Level
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Comp.	Comment	Final Approval Date (mm/dd/yyyy)	
4.1	Room Code * and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	Floor Level	
4.2	Electrony/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint				Not Applicable		
	Are all painted surfaces free of deteriorated paint?						
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?						
4.10	Smoke Detectors						
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	Floor Level	
4.2	Electrony/Illumination						
4.3	Electical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint				Not Applicable		
	Are all painted surfaces free of detenorated paint?						
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?						
4.10	Smoke Detectors						
<b>5. All Secondary Rooms (Rooms not used for living)</b>							
5.1	None Go to Part 0						
5.2	Security						
5.3	Electrical Hazards						
5.4	Other Potentially Hazardous Features in these Rooms						

Item No.	6. Building Exterior	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
<b>7. Heating and Plumbing</b>						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
<b>8. General Health and Safety</b>						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

**C. Special Amenities (Optional)**

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check first any positive features found in relation to the unit.

**D. Questions to ask the Tenant (Optional)**

**1. Living Room**

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

**2. Kitchen**

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

**3. Other Rooms Used for Living**

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

**4. Bath**

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

**5. Overall Characteristics**

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

**6. Disabled Accessibility**

Unit is accessible to a particular disability.  Yes  No  
Disability

1. Does the owner make repairs when asked? Yes  No
2. How many people live there?
3. How much money do you pay to the owner/agent for rent? \$ \_\_\_\_\_
4. Do you pay for anything else? (specify) \_\_\_\_\_
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range \_\_\_\_\_ Refrigerator \_\_\_\_\_ Microwave
6. Is there anything else you want to tell us? (specify) Yes  No

**EXHIBIT E – RENT REASONABLENESS FORM**

**RENT REASONABLENESS CHECKLIST AND CERTIFICATION**

	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities				
Unit:				
Site:				
Neighborhood:				
Age in Years				
Utilities (type)				
Unit Rent				
Utility Allowance				
Gross Rent				
Handicap Accessible?				

**CERTIFICATION.**

**A. Compliance with Payment Standard**

$$\text{Proposed Contract Rent} + \text{Utility Allowance} = \text{Proposed Gross Rent}$$

Approved rent does not exceed applicable Payment Standard of

\$ \_\_\_\_\_.

**B. Rent Reasonableness**

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [ ] is [ ] is not reasonable.

Name:	Signature:	Date:
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## Before Starting the Project Application

To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.

Things to Remember:

- Additional training resources can be found on the HUD.gov at [https://www.hud.gov/program\\_offices/comm\\_planning/coc](https://www.hud.gov/program_offices/comm_planning/coc).
- Questions regarding the FY 2024 CoC Program Competition process must be submitted to [CoCNOFO@hud.gov](mailto:CoCNOFO@hud.gov).
- Questions related to e-snaps functionality (e.g., password lockout, access to user's application account, updating Applicant Profile) must be submitted to [e-snaps@hud.gov](mailto:e-snaps@hud.gov).
- Project applicants are required to have a Unique Entity Identifier (UEI) number and an active registration in the Central Contractor Registration (CCR)/System for Award Management (SAM) in order to apply for funding under the Fiscal Year (FY) 2024 Continuum of Care (CoC) Program Competition. For more information see FY 2024 CoC Program Competition NOFO.
- To ensure that applications are considered for funding, applicants should read all sections of the FY 2024 CoC Program NOFO.
- Detailed instructions and e-snaps navigation guides can be found on the hud.gov website [https://www.hud.gov/program\\_offices/comm\\_planning/coc/competition](https://www.hud.gov/program_offices/comm_planning/coc/competition). The Detailed Instructions contain more comprehensive instructions and so should be used in tandem with the navigational guides.
- Before starting the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps, particularly the Authorized Representative and Alternate Representative forms as HUD uses this information to contact you if additional information is required (e.g., allowable technical deficiency).
- Carefully review each question in the Project Application. Questions from previous competitions may have been changed or removed, or new questions may have been added, and information previously submitted may or may not be relevant. Data from the FY 2023 Project Application will be imported into the FY 2024 Project Application; however, applicants will be required to review all fields for accuracy and to update information that may have been adjusted through the post award process or a grant agreement amendment. Data entered in the post award and amendment forms in e-snaps will not be imported into the project application.
- YHDP projects that are eligible for renewal under the CoC program may only use the YHDP Renewal or YHDP Replacement and Reallocation funding opportunities. Please review the NOFO for eligibility standards.
- Rental assistance projects can only request the number of units and unit size as approved in the final HUD-approved Grant Inventory Worksheet (GIW).
- Transitional housing, permanent supportive housing with leasing, rapid re-housing, supportive services only, renewing safe havens, and HMIS can only request the Annual Renewal Amount (ARA) that appears on the CoC's HUD-approved GIW. If the ARA is reduced through the CoC's reallocation process, the final project funding request must reflect the reduced amount listed on the CoC's reallocation forms.
- HUD reserves the right to reduce or reject any renewal project that fails to adhere to 24 CFR part 578 and the application requirements set forth in the FY 2024 CoC Program Competition NOFO.

## 1A. SF-424 Application Type

1. Type of Submission: Application
2. Type of Application: Renewal Project Application

If "Revision", select appropriate letter(s):

If "Other", specify:

3. Date Received: 10/23/2024

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: CA2052

This is the first 6 digits of the Grant Number, known as the PIN, that will also be indicated on Screen 3A Project Detail. This number must match the first 6 digits of the grant number on the HUD approved Grant Inventory Worksheet (GIW).

Check to confirm that the Federal Award Identifier has been updated to reflect the most recently awarded grant number

6. Date Received by State:

7. State Application Identifier:

### 1B. SF-424 Legal Applicant

Fax Number: (951) 374-3098  
Email: [ttorno@rivco.org](mailto:ttorno@rivco.org)

**8. Applicant**

- a. Legal Name: County of Riverside
- b. Employer/Taxpayer Identification Number (EIN/TIN): 95-6000930
- c. Unique Entity Identifier: MN1HJ72DTDF9

**d. Address**

Street 1: 3403 10th Street  
Street 2: Suite 300  
City: Riverside  
County: Riverside  
State: California  
Country: United States  
Zip / Postal Code: 92501

**e. Organizational Unit (optional)**

Department Name: Housing and Workforce Solutions  
Division Name:

**f. Name and contact information of person to be contacted on matters involving this application**

Prefix: Ms.  
First Name: Tanya  
Middle Name:  
Last Name: Torno  
Suffix:  
Title: Deputy Director  
Organizational Affiliation: County of Riverside  
Telephone Number: (951) 955-7528  
Extension:

### 1C. SF-424 Application Details

9. Type of Applicant: B. County Government

10. Name of Federal Agency: Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Title: CoC Program  
CFDA Number: 14.267

12. Funding Opportunity Number: FR-6800-N-25  
Title: Continuum of Care Homeless Assistance  
Competition

13. Competition Identification Number:  
Title:

### 1D. SF-424 Congressional District(s)

14. Area(s) affected by the project (State(s) only): California  
(for multiple selections hold CTRL key)

15. Descriptive Title of Applicant's Project: 2024 CA 2052 CoR RRH

16. Congressional District(s):  
a. Applicant: CA-039, CA-025, CA-041, CA-048  
(for multiple selections hold CTRL key)  
b. Project: CA-041  
(for multiple selections hold CTRL key)

17. Proposed Project  
a. Start Date: 02/01/2025  
b. End Date: 01/31/2026

18. Estimated Funding (\$)  
a. Federal:  
b. Applicant:  
c. State:  
d. Local:  
e. Other:  
f. Program Income:  
g. Total:

### 1E. SF-424 Compliance

19. Is the Application Subject to Review By State Executive Order 12372 Process? c. Program is not covered by E.O. 12372.

### 1F. SF-424 Declaration

By signing and submitting this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

I AGREE:

#### 21. Authorized Representative

Prefix: Ms.

First Name: Heidi

Middle Name:

Last Name: Marshall

Suffix:

Title: Director

Telephone Number: (951) 955-7528  
(Format: 123-456-7890)

Fax Number: (951) 374-3098  
(Format: 123-456-7890)

Email: HMarshall@rivco.org

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 10/23/2024

**1G. HUD 2880**

Applicant/Recipient Disclosure/Update Report - form HUD-2880  
 U.S. Department of Housing and Urban Development  
 OMB Number: 2501-0017 Expiration Date: 01/31/2026

**Applicant/Recipient Information**

**1. Applicant/Recipient Name, Address, and Phone**

Agency Legal Name: County of Riverside  
 Prefix: Ms.  
 First Name: Heidi  
 Middle Name:  
 Last Name: Marshall  
 Suffix:  
 Title: Director  
 Organizational Affiliation: County of Riverside  
 Telephone Number: (951) 955-7528  
 Extension:  
 Email: HMarshall@rivco.org  
 City: Riverside  
 County: Riverside  
 State: California  
 Country: United States  
 Zip/Postal Code: 92501

**2. Employer ID Number (EIN):** 95-6000930

**3. HUD Program:** Continuum of Care Program

**4. Amount of HUD Assistance Requested/Received:** \$208,762.00

(Requested amounts will be automatically entered within applications)

**5. State the name and location (street address, City and State) of the project or activity.**

Refer to project name, addresses and CoC Project Identifying Number (PIN) entered into the attached project application.

**Part I Threshold Determinations**

**1. Are you applying for assistance for a specific project or activity?** Yes  
 (For further information, see 24 CFR Sec. 4.3).

**2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9.** Yes

**Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds**

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/Local Agency Name and Address	Type of Assistance	Amount Requested / Provided	Expected Uses of the Funds
HWS - Sigma Beta Xi	HUD YHDP - PSH	\$1,000,080.00	YHDP Homeless Services
HWS - Moreno Valley College, Path of Life Ministries	HUD YHDP - Joint TH+RRH	\$2,271,912.57	YHDP Homeless Services
HWS - Silence Aloud, Transgender Health & Wellness Center	HUD YHDP - SSO	\$1,000,000.00	YHDP Homeless Services
HWS - Walden Family Services, Martha's Village and Kitchen	HUD YHDP TH	\$1,740,520.43	YHDP Homeless Services
HWS - Riverside CoC	CoC Projects Continued Page 2	\$16,125,703.00	CoC Housing and Services

**Note: If additional sources of Government Assistance, please use the "Other Attachments" screen of the project applicant profile.**

### 1H. HUD 50070

#### Part III Interested Parties

Do you need to disclose interested parties for this grant according to the criteria below? No

#### Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, correct, and accurate. Warning: If you knowingly make a false statement on this form, you may be subject to criminal and/or civil penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional nondisclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

X

Name / Title of Authorized Official: Heidi Marshall, Director

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 10/23/2024

#### HUD 50070 Certification for a Drug Free Workplace

Applicant Name: County of Riverside

Program/Activity Receiving Federal Grant: CoC Program  
 Funding:

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:	
a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.	e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
b. Establishing an on-going drug-free awareness program to inform employees — (1) The dangers of drug abuse in the workplace (2) The Applicant's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted — (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;	g. Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.
d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will — (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;	

#### Sites for Work Performance.

The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)  
 Workplaces, including addresses, entered in the attached project application.  
 Refer to addresses entered into the attached project application.

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, submitting, or causing to be submitted a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

X

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Authorized Representative

Prefix: Ms.

First Name: Heidi

Middle Name

Last Name: Marshall

Suffix:

Title: Director

Telephone Number: (951) 955-7528  
(Format: 123-456-7890)

Fax Number: (951) 374-3098  
(Format: 123-456-7890)

Email: HMarshall@rivco.org

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 10/23/2024

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal 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 an 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.

(2) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate:

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Applicant's Organization: County of Riverside

Name / Title of Authorized Official: Heidi Marshall, Director

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 10/23/2024

## 1J. SF-LLL

### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.  
Approved by OMB: 4040-0013 (exp. 02/28/2025)

HUD requires a new SF-LLL submitted with each annual CoC competition and completing this screen fulfills this requirement.

Answer "Yes" if your organization is engaged in lobbying associated with the CoC Program and answer the questions as they appear next on this screen. The requirement related to lobbying as explained in the SF-LLL instructions states: "The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action."

Answer "No" if your organization is NOT engaged in lobbying.

Does the recipient or subrecipient of this CoC grant participate in federal lobbying activities (lobbying a federal administration or congress) in connection with the CoC Program? No

Legal Name: County of Riverside

Street 1: 3403 10th Street

Street 2: Suite 300

City: Riverside

County: Riverside

State: California

Country: United States

Zip / Postal Code: 92501

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I certify that this information is true and complete.

Authorized Representative

Prefix: Ms.  
First Name: Heidi  
Middle Name:  
Last Name: Marshall  
Suffix:  
Title: Director  
Telephone Number: (951) 955-7528  
(Format: 123-456-7890)  
Fax Number: (951) 374-3098  
(Format: 123-456-7890)  
Email: HMarshall@rivco.org  
Signature of Authorized Official: Considered signed upon submission in e-snaps.  
Date Signed: 10/23/2024

IK. SF-424B

(SF-424B) ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Number: 4040-0007  
Expiration Date: 02/28/2025

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§8001 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Applicant: County of Riverside  
Project: 2024 CA 2052 CoR RRH

CA-608  
219224

Applicant: County of Riverside  
Project: 2024 CA 2052 CoR RRH

CA-608  
219224

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

As the duly authorized representative of the applicant, I certify:

Authorized Representative for: County of Riverside

Prefix: Ms.

First Name: Heidi

Middle Name:

Last Name: Marshall

Suffix:

Title: Director

Signature of Authorized Certifying Official: Considered signed upon submission in e-snaps.

Date Signed: 10/23/2024

## Information About Submission without Changes

Follow the instructions below making note of the exceptions and limitations to the "Submit Without Changes" process.

In general, HUD expects a project's proposed project application information will remain the same from year-to-year unless changes are directed by HUD or approved through the grant agreement amendment process. However, HUD expects applicants to carefully review their information to determine if submitting without changes accurately reflects the expiring grant requesting renewal.

The data from previously submitted new and renewal project applications can be imported into a FY 2024 renewal project application. The "Submit without Changes" process is not applicable for first time renewing project applications or for a project application that did not import FY 2023 information and e-snaps will automatically be set to "Make Changes" and all questions on each screen must be updated.

Renewal projects that select "Yes - Individual Application in a Renewal Grant Consolidation" on the Renewal Grant Consolidation or Renewal Grant Expansion Screen may not use the "Submit Without Changes" process and esnaps will automatically be set to "Make Changes". In addition, esnaps will automatically be set to "Make Changes" if the project applicant indicates on the Renewal Grant Consolidation or Renewal Grant Expansion Screen, this project application is for a "Yes - Stand-Alone Renewal Application in a New Grant Expansion" project application.

The e-snaps screens that remain "open" for required annual updates and do not affect applicants' ability to select "Submit without Changes" are:

- Recipient Performance Screen
- Consolidation and Expansion
- Screen 3A. Project Detail
- Screen 6A. Funding Request
- Screen 6D. Sources of Match
- Screen 6E. Summary Budget - All of Part 7: Attachments and Certification; and
- All of Part 8: Submission Summary.

All other screens in Part 2 through Part 6 begin in "Read-Only" format and should be reviewed for accuracy, including any updates that were made to the 2023 project during the CoC Post Award Issues and Conditions process or as amended. If all the imported data is accurate and no edits or updates are needed to any screens other than the mandatory screens and questions noted above, project applicants should select "Submit Without Changes" in Part 8. If project applicants imported data and do need to make updates to the information on one or more screens, they must navigate to Part 8: "Submission Without Changes" Screen, select "Make Changes", and check the box next to each relevant screen title to unlock screens for editing. After project applicants select the screens they intend to edit via checkboxes, click "Save" and those screens will be available for edit. Once a project applicant selects a checkbox and clicks "Save", the project applicant cannot uncheck the box.

Please refer to the Detailed Instructions and e-snaps navigation guides found on HUD.gov to find more in depth information about applying under the FY 2024 CoC Competition.

## Submission Without Changes

1. Are the requested renewal funds reduced from the previous award due to reallocation? **No**

2. Do you wish to submit this application without making changes? **Make changes**  
 Please refer to the guidelines below to inform you of the requirements.

3. Specify which screens require changes by clicking the checkbox next to the name and then clicking the Save button.

Part 2 - Subrecipient Information	
2A. Subrecipients	<input type="checkbox"/>
Part 3 - Project Information	
3A. Project Detail	<input checked="" type="checkbox"/>
3B. Description	<input type="checkbox"/>
Part 4 - Housing Services and HMIS	
4A. Services	<input checked="" type="checkbox"/>
4B. Housing Type	<input checked="" type="checkbox"/>
Part 5 - Participants and Outreach Information	
5A. Households	<input checked="" type="checkbox"/>
5B. Subpopulations	<input type="checkbox"/>
Part 6 - Budget Information	
6A. Funding Request	<input checked="" type="checkbox"/>
6C. Rental Assistance	<input checked="" type="checkbox"/>
6D. Match	<input checked="" type="checkbox"/>
6E. Summary Budget	<input checked="" type="checkbox"/>
Part 7 - Attachment(s) & Certification	
7A. Attachment(s)	<input checked="" type="checkbox"/>

7B. Description	
-----------------	--

You have selected "Make Changes" to question #2 above. Provide a brief description of the changes that will be made to the project information screens (bullets are appropriate):

Selected Project Type and uploaded match letter.

You have selected "Make Changes." Once this screen is saved, you will be prohibited from "unchecking" any box that has been checked regardless of whether a change to data on the corresponding screen will be made.

## Recipient Performance

1. Did you submit your previous year's Annual Performance Report (APR) on time? Not Applicable

1a. If you did not submit your APR on time to the SAGE website, provide an explanation.

The City is in the process of starting its first year of the City's PSH-RRH grant. First APR is not due yet.

2. Do you have any unresolved HUD Monitoring or OIG Audit finding(s) concerning any previous grant term related to this renewal project request? No

3. Do you draw funds quarterly for your current renewal project? Yes

4. Have any funds remained available for recapture by HUD for the most recently expired grant term related to this renewal project request? No

## Renewal Grant Consolidation or Renewal Grant Expansion

The CoC Competition will continue offering opportunities to expand or consolidate CoC projects.

1. Expansions and Consolidations will no longer be required to submit a combined version of the application.

a. Expansions will be required to ONLY submit a Stand-Alone Renewal and a Stand-Alone New application.

b. Consolidations will be required to ONLY submit a Survivor grant and a terminating grant. Up to 10 grants may be involved in a consolidation (Survivor + 9 Terminating grants)

2. Since no combined version will be submitted for either the Expansion or Consolidation, the combining of data will occur at Post-Award. HUD HQ will combine all units, beds and budgets prior to the Post-Award process. The field office and applicant will then be required to combine remaining project data at C1.9a (recipient step). HUD HQ will provide a data report with the data all combined. All that will be required for applicants to do is a simple copy and paste.

We hope this process will simplify and reduce any confusion when submitting expansions or consolidations. If you have any questions, please contact the AAQ.

1. Is this renewal project application requesting to consolidate or expand? No

If "No" click on "Next" or "Save & Next" below to move to the next screen.

## 2A. Project Subrecipients

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the icon. To view or update subrecipient information already listed, select the view option.

Total Expected Sub-Awards: \$199,273

Organization	Type	Sub-Award Amount
City of Riverside	C. City or Township Government	\$199,273

## 2A. Project Subrecipients Detail

- a. Organization Name: City of Riverside
- b. Organization Type: C. City or Township Government
- c. Employer or Tax Identification Number: 95-6000769
- d. Unique Entity Identifier: JYMYKJ3MN56
- e. Physical Address  
Street 1: 3900 Main Street  
Street 2:  
City: Riverside  
State: California  
Zip Code: 92522
- f. Congressional District(s): CA-041  
(for multiple selections hold CTRL key)
- g. Is the subrecipient a Faith-Based Organization? No
- h. Has the subrecipient ever received a federal grant, either directly from a federal agency or through a State/local agency? Yes
- i. Expected Sub-Award Amount: \$199,273
- j. Contact Person  
Prefix: Ms.  
First Name: Michelle

Middle Name:  
Last Name: Davis  
Suffix:  
Title: Housing Authority Manager  
E-mail Address: mdavis@riversideca.gov  
Confirm E-mail Address: mdavis@riversideca.gov  
Phone Number: 951-826-2233  
Extension:  
Fax Number:

### 3A. Project Detail

1. Expiring Grant Project Identification Number (PIN): CA2052  
 (e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)
2. CoC Number and Name: CA-608 - Riverside City & County CoC
3. CoC Collaborative Applicant Name: County of Riverside
4. Project Name: 2024 CA 2052 CoR RRH
5. Project Status: Standard
6. Component Type: PH
- 6a. Select the type of PH project. RRH
7. Is your organization, or subrecipient, a victim service provider defined in 24 CFR 578.3? No
9. Is this project applying for Rural costs on screen 6A? No

### 3B. Project Description

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

1. Provide a description that addresses the entire scope of the proposed project.
- The Mulberry Village "tiny cottages" is a project of 10 cottage style homes located at 2825 Mulberry Street, and is designed to build safe, healthy, and affordable homes. The project will provide stable and affordable housing; case management and supportive services based on clients' needs; and an opportunity for homeless clients to graduate into permanent housing. Clients will live in the Project under 1-year Leases. The City Housing Authority will own and manage the project, which must remain affordable for 55 years and rented to persons earning at or below 50% of the Area Median Income (AMI) or \$25,150 for one person in 2021. This project was built with approximately \$890,000 in HOME Investment Partnership Act Funds. The \$224,831 in Continuum of Care Bonus New Permanent Housing Rapid Rehousing funds requested under this RFP will fund security deposits, rent, and moving costs. Case management will also be provided under a contract Outreach Worker position. The Grant will also fund refrigerators and bed linens for prospective tenants.

2. Check the appropriate box(s) if this project will have a specific subpopulation focus. (Select all that apply)

N/A - Project Serves All Subpopulations	<input checked="" type="checkbox"/>	Survivors	<input type="checkbox"/>
Veterans	<input type="checkbox"/>	Substance Use Disorders	<input type="checkbox"/>
Youth (under 25)	<input type="checkbox"/>	Mental Illness	<input type="checkbox"/>
Families with Children	<input type="checkbox"/>	HIV/AIDS	<input type="checkbox"/>
		Chronic Homeless	<input checked="" type="checkbox"/>
		Other(Click 'Save' to update)	<input type="checkbox"/>

3. Housing First

3a. Does the project quickly move participants into permanent housing Yes

3b. Does the project enroll program participants who have the following barriers? Select all that apply.

Having too little or little income	<input checked="" type="checkbox"/>
Active or history of substance use	<input checked="" type="checkbox"/>
Having a criminal record with exceptions for state-mandated restrictions	<input checked="" type="checkbox"/>
History of victimization (e.g. domestic violence, sexual assault, childhood abuse)	<input checked="" type="checkbox"/>
None of the above	<input type="checkbox"/>

3c. Will the project prevent program participant termination for the following reasons? Select all that apply.

Failure to participate in supportive services	<input checked="" type="checkbox"/>
Failure to make progress on a service plan	<input checked="" type="checkbox"/>
Loss of income or failure to improve income	<input checked="" type="checkbox"/>
Any other activity not covered in a lease agreement typically found for unassisted persons in the project's geographic area	<input checked="" type="checkbox"/>
None of the above	<input type="checkbox"/>

3d. Does the project follow a "Housing First" approach? Yes

4A. Supportive Services for Program Participants

1. For all supportive services available to program participants, indicate who will provide them and how often they will be provided. Click 'Save' to update.

Supportive Services	Provider	Frequency
Assessment of Service Needs	Subrecipient	As needed
Assistance with Moving Costs	Subrecipient	As needed
Case Management	Subrecipient	As needed
Child Care	Subrecipient	As needed
Education Services	Subrecipient	As needed
Employment Assistance and Job Training	Subrecipient	As needed
Food	Subrecipient	As needed
Housing Search and Counseling Services	Subrecipient	As needed
Legal Services	Subrecipient	As needed
Life Skills Training	Subrecipient	As needed
Mental Health Services	Non-Partner	As needed
Outpatient Health Services	Non-Partner	As needed
Outreach Services	Subrecipient	As needed
Substance Abuse Treatment Services	Non-Partner	As needed
Transportation	Subrecipient	As needed
Utility Deposits	Subrecipient	As needed

Identify whether the project includes the following activities:



2. Transportation assistance to program participants to attend mainstream benefit appointments, employee training, or jobs? Yes

3. Annual follow-up with program participants to ensure mainstream benefits are received and renewed? Yes

4. Will program participants have access to SSI/SSDI technical assistance provided by the project applicant, subrecipient, or partner agency? Yes

4a. Has the staff person providing the technical assistance completed SOAR training in the past 24 months? Yes

### 4B. Housing Type and Location

The following list summarizes each housing site in the project. To add a housing site to the list, select the  icon. To view or update a housing site already listed, select the  icon.

Total Units: 10

Total Beds: 10

Housing Type	Units	Beds
Scattered-site apartments (...)	10	10

### 4B. Housing Type and Location Detail

Note: These fields should reflect full capacity on one night. For additional guidance, please refer to the Detailed Instructions.

1. Housing Type: Scattered-site apartments (Including efficiencies)

2. Indicate the maximum number of units and beds available for program participants at the selected housing site.

a. Units: 10

b. Beds: 10

3. Address:

Project applicants must enter an address for all proposed and existing properties. If the location is not yet known, enter the expected location of the housing units. For Scattered-site and Single-family home housing, or for projects that have units at multiple locations, project applicants should enter the address where the majority of beds will be located or where the majority of beds are located as of the application submission. Where the project uses tenant-based rental assistance in the RRH portion, or if the address for scattered-site or single-family homes housing cannot be identified at the time of application, enter the address for the project's administration office. Projects serving survivors, including victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking, may use a PO Box, organizational address, or other anonymous address as necessary to ensure the safety of participants.

Street 1: 3900 Main Street

Street 2:

City: Riverside

State: California

ZIP Code: 92522

4. Select the geographic area(s) associated with the address:  
 (for multiple selections hold CTRL Key)

063048 Riverside

### 5A. Program Participants - Households

Note: These fields should reflect full capacity on one night. For additional guidance, please refer to the Detailed Instructions

	Households with at Least One Adult and One Child	Adult Households without Children	Households with Only Children	Total
Number of Households		10		
Characteristics	Persons in Households with at Least One Adult and One Child	Adult Persons in Households without Children	Persons in Households with Only Children	Total
Persons over age 24		10		10
Persons ages 18-24				0
Accompanied Children under age 18				0
Unaccompanied Children under age 18				0
Total Persons	0	10	0	10

Click Save to automatically calculate totals

### 5B. Program Participants - Subpopulations

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

Note: These fields should reflect full capacity on one night. For additional guidance, please refer to the Detailed Instructions.

#### Persons in Households with at Least One Adult and One Child

Characteristics	GI (Not Veterans)	GI Veterans	Veterans (Not CH)	Substance Use Disorders	HIV/AIDS	Mental Illness	Survivors	Physical Disability	Developmental Disability	Persons Not Represented by a Listed Subpopulation
Persons over age 24										
Persons ages 18-24										
Children under age 18										
Total Persons	0	0	0	0	0	0	0	0	0	0

#### Persons in Households without Children

Characteristics	GI (Not Veterans)	GI Veterans	Veterans (Not CH)	Substance Use Disorders	HIV/AIDS	Mental Illness	Survivors	Physical Disability	Developmental Disability	Persons Not Represented by a Listed Subpopulation
Persons over age 24	10									
Persons ages 18-24										
Total Persons	10	0	0	0	0	0	0	0	0	0

Click Save to automatically calculate totals

#### Persons in Households with Only Children

Characteristics	GI (Not Veterans)	GI Veterans	Veterans (Not CH)	Substance Use Disorders	HIV/AIDS	Mental Illness	Survivors	Physical Disability	Developmental Disability	Persons Not Represented by a Listed Subpopulation
Accompanied Children under age 18										
Unaccompanied Children under age 18										

Total Persons	0	0	0	0	0	0	0	0	0
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## 6A. Funding Request

### VAWA Budget

In FY2024, the Violence Against Women Act (VAWA) has clarified the use of CoC Program funds for VAWA eligible cost categories. These VAWA cost categories can be added to a new project application to create a CoC VAWA Budget Line Item (BLI) in e-snaps and eLOCCS. The BLI will be added to grant agreements and utilized the same as other CoC Program BLIs in e-snaps and eLOCCS. Eligible CoC VAWA costs can be identified in one or both of the following CoC VAWA categories. Examples of eligible costs in these cost categories are identified as follows:

- A. VAWA Emergency Transfer Facilitation. Examples of eligible costs include the costs of assessing, coordinating, approving, denying, and implementing a survivor's emergency transfer(s). Additional details of eligible costs include:
- Moving Costs. Assistance with reasonable moving costs to move survivors for an emergency transfer(s).
  - Travel Costs. Assistance with reasonable travel costs for survivors and their families to travel for an emergency transfer(s). This may include travel costs to locations outside of your CoC's geography.
  - Security Deposits. Grant funds can be used to pay for security deposits of the safe unit the survivor is transferring to via an emergency transfer(s).
  - Utilities. Grant funds can be used to pay for costs of establishing utility assistance in the safe unit the survivor is transferring to.
  - Housing Fees. Grant funds can be used to pay fees associated with getting survivors into a safe unit via emergency transfer(s), including but not limited to application fees, broker fees, holding fees, trash fees, pet fees where the person believes they need their pet to be safe, etc.
  - Case Management. Grant funds can be used to pay staff time necessary to assess, coordinate, and implement emergency transfer(s).
  - Housing Navigation. Grant funds can be used to pay staff time necessary to identify safe units and facilitate moves into housing for survivors through emergency transfer(s).
  - Technology to make an available unit safe. Grant funds can be used to pay for technology that the individual believes is needed to make the unit safe, including but not limited to doorbell cameras, security systems, phone, and internet service when necessary to support security systems for the unit, etc.
- B. VAWA Confidentiality Requirements. Examples of eligible costs for ensuring compliance with VAWA confidentiality requirements include:
- Monitoring and evaluating compliance.
  - Developing and implementing strategies for corrective actions and remedies to ensure compliance.
  - Program evaluation of confidentiality policies, practices, and procedures.
  - Training on compliance with VAWA confidentiality requirements.
  - Reporting to CoC Collaborative Applicant, HUD, and other interested parties on compliance with VAWA confidentiality requirements.
  - Costs for establishing methodology to protect survivor information.
  - Staff time associated with maintaining adherence to VAWA confidentiality requirements.

Enter the estimated amount(s) you are requesting for this project's Emergency Transfer Facilitation costs and VAWA Confidentiality Requirements costs for one or both of these eligible CoC VAWA cost categories. The CoC VAWA BLI Total amount can be expended for any eligible CoC VAWA cost identified above.

1. Will this project use funds from this grant to provide for emergency transfer facilitation, which includes the costs of assessing, coordinating, approving, denying and implementing a survivor's emergency transfer per Section III.B.4.a.(3) (a) of the NOFO? No

2. Will this project use funds from this grant to provide for VAWA confidentiality requirements, which includes the costs of ensuring compliance with the VAWA confidentiality requirements per Section III.B.4.a.(3) (b) of the NOFO? No

**Rural Cost Budget**

In FY2024, the CoC Program has added eligible rural cost budget categories to be added in a new CoC Rural Cost Budget Line Item (BLI). The BLI will be added to grant agreements and utilized the same as other CoC Program BLIs in e-snaps and eLOCCS. There are three CoC Program rural cost categories that can be requested for your CoC Rural Cost BLI.

- Short-term emergency lodging to include housing in motels or shelters, either by providing direct funding or through vouchers.
- Repairs to housing units in where individuals and families experiencing homelessness will be housed, including housing units.
- Staff Training to include professional development, skill development, and staff retention activities.

3. Will this project use funds from this grant to provide for short-terms emergency lodging, repairs to housing units and staff training per Section III.B.4.b.(3) (a) of the NOFO? No

4. Does this project propose to allocate funds according to an indirect cost rate? No

5. Renewal Grant Term: This field is pre-populated with a one-year grant term and cannot be edited: 1 Year

6. Select the costs for which funding is requested:

Rental Assistance	<input checked="" type="checkbox"/>
Supportive Services	<input checked="" type="checkbox"/>
HMIS	<input checked="" type="checkbox"/>

VAWA	<input checked="" type="checkbox"/>
Rural	<input type="checkbox"/>

The VAWA BLI is permanently checked. This allows any project to shift funds up to a 10% shift from another BLI if VAWA emergency transfer costs are needed.

### 6C. Rental Assistance Budget

The following list summarizes the rental assistance funding request for the total term of the project. To add information to the list, select the icon. To view or update information already listed, select the icon.

Total Request for Grant Term:	
Total Units:	

The number of beds for which funding has been requested in the Rental Assistance budget is 10.

Type of Rental Assistance	FMR Area	Total Units Requested	Total Request
TRA	CA - Riverside-San Bernardino-Ontario...	10	\$144,240

### Rental Assistance Budget Detail

Type of Rental Assistance: TRA

Metropolitan or non-metropolitan fair market rent area: CA - Riverside-San Bernardino-Ontario, CA MSA (0606599999)

Does the applicant request rental assistance funding for less than the area's per unit size fair market rents? Yes

Size of Units	# of Units (Applicant)	FMR Area (Applicant)	HUD Paid Rent (Applicant)	12 Months	Total Request (Applicant)
SRO	x	\$961	\$961	x 12 =	\$0
0 Bedroom	x	\$1,281	\$1,281	x 12 =	\$0
1 Bedroom	10 x	\$1,398	\$1,202	x 12 =	\$144,240
2 Bedrooms	x	\$1,751	\$1,751	x 12 =	\$0
3 Bedrooms	x	\$2,376	\$2,376	x 12 =	\$0
4 Bedrooms	x	\$2,922	\$2,922	x 12 =	\$0
5 Bedrooms	x	\$3,360	\$3,360	x 12 =	\$0
6 Bedrooms	x	\$3,799	\$3,799	x 12 =	\$0
7 Bedrooms	x	\$4,237	\$4,237	x 12 =	\$0
8 Bedrooms	x	\$4,675	\$4,675	x 12 =	\$0
9 Bedrooms	x	\$5,114	\$5,114	x 12 =	\$0
Total Units and Annual Assistance Requested		10			\$144,240
Grant Term					1 Year
Total Request for Grant Term					\$144,240

Click the 'Save' button to automatically calculate totals.

### 6D. Sources of Match

The following list summarizes the funds that will be used as Match for this project. To add a Match source to the list, select the icon. To view or update a Match source already listed, select the icon.

#### Summary for Match

Total Value of Cash Commitments:	\$58,072
Total Value of In-Kind Commitments:	\$0
Total Value of All Commitments:	\$58,072

1. Will this project generate program income described in 24 CFR 578.97 to use as Match for this project? No

Match Source	Amount	Total	
Cash	Government	Housing Authority	\$58,072

### Sources of Match Detail

- 1. Type of Match Commitment: Cash
- 2. Source: Government
- 3. Name of Source: Housing Authority  
 (Be as specific as possible and include the office or grant program as applicable)
- 4. Amount of Written Commitment: \$58,072

### 6E. Summary Budget

The following information summarizes the funding request for the total term of the project. Budget amounts from the Leased Units, Rental Assistance, and Match screens have been automatically imported and cannot be edited. However, applicants must confirm and correct, if necessary, the total budget amounts for Leased Structures, Supportive Services, Operating, HMIS, and Admin. Budget amounts must reflect the most accurate project information according to the most recent project grant agreement or project grant agreement amendment, the CoC's final HUD-approved FY 2018 GIW or the project budget as reduced due to CoC reallocation. Please note that, new for FY 2018, there are no detailed budget screens for Leased Structures, Supportive Services, Operating, or HMIS costs. HUD expects the original details of past approved budgets for these costs to be the basis for future expenses. However, any reasonable and eligible costs within each CoC cost category can be expended and will be verified during a HUD monitoring.

Eligible Costs (Light gray fields are available for entry of the previous grant agreement, GIW, approved GIW Change Form, or reduced by reallocation)	Applicant CoC Program Costs Requested (1 Year Term)
1a. Leased Units (Screen 6B)	\$0
1b. Leased Structures (Enter)	\$0
2. Rental Assistance (Screen 6C)	\$144,240
3. Supportive Services (Enter)	\$36,000
4. Operating (Enter)	\$0
5. HMIS (Enter)	\$10,591
6. VAWA (Enter)	\$0
7. Rural (Enter) (Only for HUD CoC Program approved rural areas)	\$0
8. Sub-total of CoC Program Costs Requested	\$190,831
9. Admin (Up to 10% of Sub-total in #8)	\$17,931
10. HUD funded Sub-total + Admin. Requested	\$208,762
11. Cash Match (From Screen 6D)	\$58,072
12. In-Kind Match (From Screen 6D)	\$0
13. Total Match (From Screen 6D)	\$58,072
14. Total Project Budget (In-Kind, Operating Match)	\$266,834

### 7A. Attachment(s)

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No		
2) Other Attachment	No	Match Letter	10/18/2024
3) Other Attachment	No		

### Attachment Details

Document Description:

### Attachment Details

Document Description: Match Letter

### Attachment Details

Document Description: 2880 and 50070

### 7B. Certification

**Applicant and Recipient Assurances and Certifications - form HUD-424B (Title U.S. Department of Housing and Urban Development OMB Approval No. 2501-0017 (expires 01/31/2026))**

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39. By submitting this form, you are stating that to the best of your knowledge and belief, all assertions are true and correct.

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.
2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).
3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.
4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

- 5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.
- 6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.
- 7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.
- 8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

Name of Authorized Certifying Official: Heidi Marshall  
 Date: 10/23/2024  
 Title: Director  
 Applicant Organization: County of Riverside  
 PHA Number (For PHA Applicants Only):

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties.(18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

X
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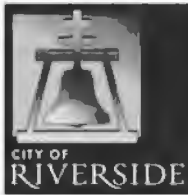
### 8B Submission Summary

Page	Last Updated
1A. SF-424 Application Type	09/09/2024
1B. SF-424 Legal Applicant	09/09/2024
1C. SF-424 Application Details	No Input Required
1D. SF-424 Congressional District(s)	09/09/2024

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1E. SF-424 Compliance	09/09/2024
1F. SF-424 Declaration	09/09/2024
1G. HUD 2880	09/09/2024
1H. HUD-50070	09/09/2024
1I. Cert. Lobbying	09/09/2024
1J. SF-LLL	09/09/2024
1K. SF-424B	09/09/2024
Submission Without Changes	09/19/2024
Recipient Performance	09/09/2024
Renewal Grant Consolidation or Renewal Grant Expansion	09/19/2024
2A. Subrecipients	09/09/2024
3A. Project Detail	10/18/2024
3B. Description	09/09/2024
4A. Services	09/19/2024
4B. Housing Type	10/18/2024
5A. Households	10/23/2024
5B. Subpopulations	No Input Required
6A. Funding Request	09/19/2024
6C. Rental Assistance	10/23/2024
6D. Match	10/18/2024
6E. Summary Budget	No Input Required
7A. Attachment(s)	10/18/2024
7B. Certification	10/18/2024



## Department of Housing and Human Services

*City of Arts & Innovation*

September 18, 2024

Ms. Heidi Marshall  
Director  
Department of Housing and Workforce Solutions (HWS)  
County of Riverside  
3403 Tenth Street, Suite 310  
Riverside, CA 92501

**Subject: Match Letter for HUD CoC Program FY 2024 CA2052 Renewal Project Application  
City of Riverside (CoR) RRH**

Dear Ms. Marshall:

Please be informed that the required match will be provided for the subject project as stated below:  
*(Kindly check all appropriate box(es) and remove the parts and table that are not needed.)*

- Cash Match:** City of Riverside is committed to provide cash match of \$58,072 that meets/exceeds the 25% match requirement.
- Cash Match:** [Organization's full name] is committed to provide cash match of \$\_\_\_\_\_ that constitutes \_\_\_\_\_% of the total award amount of the subject project toward the 25% match requirement.
- \*In Kind Match:** A total amount of \$\_\_\_\_\_ will serve as in kind match as detailed in the table below that meets/exceeds the 25% match requirement *(Note: If match is provided by another/other organization(s), please include signed MOU with that/those organization(s) in accordance with 24CFR578.73(c)(3)(i) below.)*
- \*In Kind Match:** A total amount of \$\_\_\_\_\_ will serve as in kind match as detailed in the table below that constitutes \_\_\_\_\_% of the total award amount of the subject project toward the 25% match requirement *(Note: If match is provided by another/other organization(s), please include signed MOU with that/those organization(s) in accordance with 24CFR578.73(c)(3)(i) below.)*

Sincerely,

Michelle Davis  
Housing and Human  
Services Director

**EXHIBIT "B"**  
**COMPENSATION**  
**(NEXT PAGE)**

**City of Riverside RAP Housing Navigation Services**  
**4 full-time case managers plus support staff, with client services**

<b>Labor</b>							
<b>Title/Role</b>	<b>Description</b>	<b>Est. Full Comp</b>	<b>Hrs/ week</b>	<b>FTE</b>	<b>July 1, 2025- 12/31/2025</b>	<b>1/1/2026- 6/30/2027</b>	<b>TOTAL</b>
Regional Program Director	Project compliance with management, operations and public safety standards	\$55.12	2	0.05	\$2,888.29	\$8,743.13	<b>\$11,631.42</b>
Program Supervisor	Direct program activities, staff management/ supervision and project coordination	\$45.46	8	0.20	\$9,528.42	\$28,843.46	<b>\$38,371.88</b>
Case Manager	Street outreach, case mgt, housing navigation	\$37.03	40	4.10	\$159,110.50	\$481,643.29	<b>\$640,753.79</b>
Executive leadership	Project oversight, quality control, staff deployment, communications, problem solving	\$95.65	1	0.03	\$2,506.03	\$7,586.00	<b>\$10,092.03</b>
Finance and Billing	Project payroll, process client assistance, project financial controls and reporting	\$53.91	4	0.10	\$5,649.77	\$17,102.41	<b>\$22,752.18</b>
Human resources	Staff recruiting, hiring, training, dispute resolution, etc.	\$44.57	2	0.05	\$2,335.47	\$7,069.69	<b>\$9,405.16</b>
Operations	Project Safety, Project Supplies and Assets: purchasing & Inventory Management, technical support	\$41.42	2	0.05	\$2,170.41	\$6,570.04	<b>\$8,740.45</b>
<b>Labor Subtotal:</b>				<b>4.58</b>	<b>\$184,188.88</b>	<b>\$557,558.02</b>	<b>\$741,746.91</b>
<b>Operations, Program and Client Expenses</b>							
<b>Item</b>	<b>Description</b>				<b>July 1, 2025- 12/31/2025</b>	<b>1/1/2026- 6/30/2027</b>	<b>TOTAL</b>
Client Services	Client/staff transport (2 vehicles): vehicle hire fee, gas, insurance, maintenance, plus other local transportation for clients.				\$31,800.00	\$98,262.00	<b>\$130,062.00</b>
Client Services	Fees, rental assistance and move-in costs for: rapid rehousing, sober living homes, room and board, rooms for rent, relocations, etc. Also fees for documentation, local transportation, work expenses, etc.				\$10,000.00	\$10,000.00	<b>\$20,000.00</b>
Rent	Office space and office equipment/furniture rental				\$8,235.00	\$25,446.15	<b>\$33,681.15</b>
Computing and Telecommunications	Computing (computer, iPad, phone), telecommunications (phones & cell service), printer/copier w/supplies, hardware & software, wifi, etc.				\$8,097.75	\$25,022.05	<b>\$33,119.80</b>
Materials and Supplies	Uniforms, copies, forms, office supplies, equipment, etc.				\$2,058.75	\$6,361.54	<b>\$8,420.29</b>
Materials and Supplies	IT support and client management software licenses				\$2,745.00	\$8,482.05	<b>\$11,227.05</b>
Materials and Supplies	Financial audits, and other required external programmatic and workplace health and safety audits				\$960.75	\$2,968.72	<b>\$3,929.47</b>
Materials and Supplies	Liability Insurance and Worker's Comp Insurance				\$6,550.67	\$19,792.33	<b>\$26,343.00</b>
<b>Operations, Program and Client Expenses Subtotal:</b>					<b>\$70,447.92</b>	<b>\$196,334.83</b>	<b>\$266,782.75</b>
<b>Indirect Costs</b>							
<b>Category</b>	<b>Description</b>				<b>July 1, 2025- 12/31/2025</b>	<b>1/1/2026- 6/30/2027</b>	<b>TOTAL</b>

De minimis rate for non-federal entity	Per 2 CFR 200.414-11, de minimis rate established for non-Federal entities who do not have negotiated Indirect Cost Rate. This fee is charged at a rate of 10% to offset expenses incurred by the organization but not billable as direct project expenses.	\$25,463.68	\$75,389.29	<b>\$100,852.97</b>
<b>Indirect subtotal:</b>		<b>\$25,463.68</b>	<b>\$75,389.29</b>	<b>\$100,852.97</b>
<b>Project TOTAL</b>		<b>\$280,100.48</b>	<b>\$829,282.14</b>	<b>\$1,109,382.62</b>

**Notes**

Rates current as of 5/1/25 and valid for 90 days from this date. Annual renewal would require review of rates for rents, materials and supplies plus 3% COLA.

**EXHIBIT “C”**

**KEY PERSONNEL**

Brad Fieldhouse, President/Executive Director

Jessica Bruce, Chief Program Officer

Stacie Hurst, Chief Financial Officer