

**SUBRECIPIENT AGREEMENT FOR THE HOMELESS, HOUSING, ASSISTANCE,
AND PREVENTION PROGRAM (HHAP) ROUND 3**

RIVERSIDE HOUSING DEVELOPMENT CORPORATION

**Acquisition and Conversion of
1590 University Avenue – 114 Single Room Occupancy Units**

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“CITY”) and RIVERSIDE HOUSING DEVELOPMENT CORPORATION, a California non-profit corporation (“DEVELOPER”).

RECITALS

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

B. HHAP-3 funding provides one-time block grant funds to thirteen largest cities in the State with populations greater than 300,000 (as of January 1, 2020) to support regional coordination and expand or develop local capacity address their immediate homelessness challenges.

C. Pursuant to Chapter 6 (commencing with Section 50216,) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 140 (amended by Stats 2021, Ch. 111, Sec. 4), the State of California has established HHAP, administered by the California Homeless Coordinating and Financing Council in the BCSH.

D. On May 3, 2022, CITY entered into Standard Agreement Number with the State of California to receive One Million Six Hundred Eighty-Six Thousand Six Hundred and Fifty-Seven Dollars and Sixty-Four Cents (\$1,686,657.64) in funds from HHAP-3 First Disbursement, also referred to herein as HHAP Round 4.

E. On January 12, 2023, CITY entered into Standard Agreement Number 22-HHAP-20075 with the State of California to receive Six Million Four Hundred Seventy-Six Thousand Six Hundred and Thirty Dollars and Fifty-Eight Cents (\$6,476,630.58) in funds from HHAP-3 Second Disbursement, also referred to herein as HHAP Round 3.

F. CITY desires to contract with DEVELOPER for eligible uses of HHAP- funds that are consistent with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019) and AB 140 (Amended by Statutes 2021, Chapter 111, Section 4), which include, but are not limited to, one or more of the following: (1) Rental Assistance and Rapid Rehousing; (2) Operating Subsidies; (3) Landlord Incentives; (4) Outreach Services; (5) Systems Support; (6) Permanent Housing and Innovative

Housing Solutions; (7) Homeless Prevention; and (8) New Navigation Centers and Emergency Shelters based on Demonstrated Need.

G. Specifically, CITY desires to contract with DEVELOPER to engage in predevelopment work related to the acquisition and conversion of apartment units located at 1590 University Ave, California, 92507, from 114 motel rooms into no more than 120 single room occupancy units for the purpose of permanent supportive and affordable housing.

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

1. **DEFINITIONS.**

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

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

C. [INTENTIONALLY OMITTED]

D. “Expend” or “Expended” means all HHAP-3 funds Obligated under this Agreement have been fully paid and receipted, and no invoices remain outstanding.

E. “HHAP-3” means the Homeless Housing Assistance and Prevention program Round 3 established pursuant to Chapter 6 of Part 1 of Division 31 of the Health and Safety Code. HHAP-3 and Programs are used interchangeably in this Agreement.

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

G. “Homeless Management Information System” means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

H. [INTENTIONALLY OMITTED]

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

J. “Housing First” has the same meaning as in Welfare and Institutions Code section

8255, including all of the core components listed therein.

K. [INTENTIONALLY OMITTED]

L. [INTENTIONALLY OMITTED]

M. “Obligate” or “Obligated” means that the DEVELOPER has placed orders, awarded contracts, received services, or entered into similar transactions that require payment from the HHAP-3 funds allocated to DEVELOPER pursuant to this Agreement.

N. [INTENTIONALLY OMITTED]

O. [INTENTIONALLY OMITTED]

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

Q. “Predevelopment Costs” means the following: (i) costs incurred in connection with the plans and specifications and construction documents for the Project including, without limitation, all architectural, engineering, and other professionals’ fees relating thereto, (ii) costs from obtaining construction permits, and (iii) costs related to obtaining entitlements and satisfying the legal requirements for the Project together with any other development approvals and permits necessary to pursue the Project, including, architectural, engineering, and professionals’ fees relating thereto, costs of environmental review and any other appropriate predevelopment costs identified in the Project Budget and approved by the City.

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

S. “DEVELOPER” means Riverside Housing Development Corporation, including its employees, agents, representatives, subcontractors and suppliers. DEVELOPER and Riverside Housing Development Corporation are used interchangeably in this Agreement.

T. [INTENTIONALLY OMITTED]

U. “Target Population” means any person who is Homeless as defined in this Agreement.

2. **PROJECT SCOPE.** DEVELOPER shall use HHAP-3 funding to cover predevelopment costs for the work related to the acquisition and conversion of apartment units located at 1590 University Ave, California, 92507, from 114 motel rooms into no more than 120 single room occupancy units for the purpose of permanent supportive and affordable housing (“Project”), and in accordance with this Agreement and the budget attached hereto and incorporated herein as Exhibit “A” (“Budget”).

3. **TERM.** The term of the Agreement shall begin on March 18, 2025 and shall remain in effect until December 30, 2025, unless terminated earlier pursuant to the provisions herein. Parties agree

that all Project related costs shall be completed by December 31, 2025.

4. **GRANT FUNDS.** CITY shall allocate to DEVELOPER a grant amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) (“Grant Funds”) from HHAP-3 as shown in Exhibit A allocated to DEVELOPER, pursuant to this Agreement, shall be Expended by December 31, 2025. Any HHAP-3 funds paid to DEVELOPER, but not Expended pursuant to this Agreement by December 31, 2025, shall be returned to CITY. In the event this Agreement is terminated prior to December 31, 2025, any funds paid to DEVELOPER, but not Expended prior to the date of termination, shall be returned to CITY within five (5) business days of the notice of termination. The following payment provisions apply to the Grant Funds:

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

B. **Ineligible Costs.** HHAP-3 funds shall not be used for costs associated with any activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses as identified in Health and Safety Code Section 50219.

C. **Reservation of Rights.** CITY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. CITY has the authority to withhold funds under this Agreement pending a final determination by CITY of questioned expenditures or indebtedness. If the DEVELOPER or its funded subcontractors use HHAP-3 funds to pay for ineligible activities, the DEVELOPER shall be required to reimburse these funds to CITY. Upon final determination by CITY of disallowed expenditures or indebtedness, CITY may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.

D. **Expenditure of Funds.** DEVELOPER shall Obligate one hundred percent (100%) of HHAP-3 funds by December 31, 2025. Any HHAP-3 funds paid to DEVELOPER, but not Obligated pursuant to this Agreement by December 31, 2025 shall be returned to CITY within five (5) business days. Any Obligated funds shall be Expended by DEVELOPER by December 31, 2025.

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

F. **Withheld Payments.** Payments to DEVELOPER may be withheld by CITY if DEVELOPER fails to comply with the provisions of this Agreement.

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

H. City's Vested Rights to all Documents and Work Product. In the event that City and DEVELOPER are not awarded funds sufficient to carry out the project, all documents and work product derived from this Agreement and/or from Grant Funds shall become vested in the City who shall retain ownership of any and all such materials.

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

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

7. **TERMINATION FOR CAUSE.**

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

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

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

- (1) Bar the DEVELOPER from applying for future HHAP funds;
- (2) Revoke any other existing HHAP-3 award(s) to the DEVELOPER;
- (3) Require the return of any unexpended HHAP-3 funds disbursed under this Agreement;

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

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

8. **CONDUCT OF DEVELOPER; CONFLICT OF INTEREST.** DEVELOPER 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 DEVELOPER's performance under this Agreement.

DEVELOPER further covenants that no person or subcontractor having any such interest shall be employed or retained by DEVELOPER under this Agreement. DEVELOPER agrees to inform CITY of all DEVELOPER's interest, if any, which are or may be perceived as incompatible with CITY's interests. DEVELOPER shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom DEVELOPER is doing business or proposing to do business, in fulfilling this Agreement.

9. **RECORDS, INSPECTION, AND AUDITS.**

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

B. DEVELOPER agrees that CITY, BCSH, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. DEVELOPER agrees to provide CITY, BCSH, or their designees, with any relevant information requested. DEVELOPER agrees to permit CITY, BCSH, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of

the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019) and AB 140 (Amended by Statutes 2021, Chapter 111, Section 4), HHAP-3 guidance documents published on the website, and this Agreement. DEVELOPER further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. CITY reserves the right to perform or cause to be performed a financial audit. At CITY's request, the DEVELOPER shall provide, at DEVELOPER's own expense, a financial audit prepared by a certified public accountant. HHAP-3 administrative funds may be used to fund this expense.

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

10. **CONFIDENTIALITY.**

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

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

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

11. **INDEMNITY.** Except as to the sole negligence or willful misconduct of CITY, DEVELOPER shall defend, indemnify, and hold CITY, and its officers, employees and agents, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees,

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

12. INSURANCE.

A. General Provisions. Prior to CITY's execution of this Agreement, DEVELOPER shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by CITY's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

B. Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on DEVELOPER's indemnification obligations under Section 11.

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

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

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

F. Workers' Compensation Insurance. By executing this Agreement, DEVELOPER represents that DEVELOPER 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. DEVELOPER shall carry the insurance or provide for self-insurance required by California law to protect said DEVELOPER from claims under the Workers' Compensation Act. Prior to CITY's execution of this Agreement, DEVELOPER shall file with CITY either (1) a certificate of insurance showing that such insurance is in effect, or that DEVELOPER is self-insured for such coverage, or (2) a certified statement that DEVELOPER has no

employees, and acknowledging that if DEVELOPER does employ any person, the necessary certificate of insurance will immediately be filed with CITY. Any certificate filed with CITY shall provide that CITY will be given at least ten (10) days prior written notice before modification or cancellation thereof.

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

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

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

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

13. **INDEPENDENT CONTRACTOR.** In the performance of this Agreement, DEVELOPER, and DEVELOPER's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of CITY. DEVELOPER acknowledges and agrees that CITY has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to DEVELOPER, or to DEVELOPER's employees, subcontractors and agents. This Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. DEVELOPER shall be responsible for any and all taxes that apply to DEVELOPER as an employer. DEVELOPER shall determine the method, details, and means by which it provides Services. DEVELOPER shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of DEVELOPER in fulfillment of this Agreement. If in the performance of this Agreement, any third persons are employed by DEVELOPER, such persons shall be entirely and exclusively under the direction, supervision, and control of DEVELOPER. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law, shall be determined by DEVELOPER.

14. **NO DEBARMENT OR SUSPENSION.** DEVELOPER 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.

15. **COMPLIANCE.** DEVELOPER agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-3, CITY, its subcontractors, and all eligible activities. DEVELOPER will comply with all applicable CITY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the DEVELOPER shall comply with the more restrictive law or regulation. DEVELOPER shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. DEVELOPER shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. DEVELOPER shall provide copies of permits and approvals to CITY and BCSH upon request.

16. **CORE COMPONENTS OF HOUSING FIRST.** DEVELOPER shall ensure that any housing-related activities funded with HHAP-3 funds, including, but not limited to, Emergency Shelter, Rental Assistance or Rapid Rehousing, and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institutions Code Section 8255(b).

17. **EMPLOYMENT PRACTICES.**

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

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

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

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

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

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

20. **PERSONNEL.** Upon request by CITY, DEVELOPER agrees to make available to CITY a current list of personnel that are providing services under this Agreement who are managing the Project

(Exhibit “B”). The list shall include all staff who work full or part-time positions by title. DEVELOPER shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, DEVELOPER shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual’s personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 “Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin” and California Government Code § 12952.

21. SUBCONTRACTS.

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

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

B. DEVELOPER shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors’ employees.

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

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

22. SUPPLANTATION. DEVELOPER shall not use HHAP-3 funds under this Agreement to supplant any existing local funds for Homeless housing, assistance, or prevention. DEVELOPER shall not claim reimbursement from CITY for any sums which have been paid by another source of revenue. DEVELOPER agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or CITY funds under any CITY programs without prior approval of CITY.

23. NOTICES. Any notices provided for, or required, to be given hereunder shall be in writing

and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

City
City of Riverside
Department of Housing
and Human Services
Attn: Director
3900 Main Street
Riverside, CA 92522

DEVELOPER
Riverside Housing Development Corporation
Attn: Miranda Hundley, Vice President
4250 Brockton Avenue, Riverside, CA 92501
Riverside, CA 92501

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

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

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

27. **COUNTERPARTS.** This Agreement may be signed by the Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as though such facsimile or electronic signature page were on original thereof.

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

29. **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.

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

- Exhibit “A” – Budget
- Exhibit “B” – Personnel

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

Riverside Housing Development
Corporation, a California non-profit
corporation

By: _____
City Manager

By: Miranda Hundley
Print Name: Miranda Hundley
Title: Vice President & Chief Operati

ATTESTED TO:

and

By: _____
City Clerk

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By: _____
Print Name: _____
Title: _____

By: [Signature]
Chief Financial Officer

APPROVED AS TO FORM:

By: Sean Murphy
Sean B. Murphy
Deputy City Attorney

EXHIBIT "A"

BUDGET

BUDGET

Activity	Cost
Financial Consultant	\$ 50,000
PNA	\$ 4,400
Architect/Engineer	\$ 65,000
City Permits	\$ 50,000
Earnest Money	\$ 50,000
Construction scope and related costs	\$ 10,000
Miscellaneous Contingency	\$ 20,600
Total	\$250,000

EXHIBIT “B”

PERSONNEL

Bruce Kulpa, CEO

Miranda Hundley, Vice President & Chief Operating Officer