

SUBRECIPIENT AGREEMENT

KINGDOM CAUSES, INC., dba CITY NET

CASE MANAGEMENT AND SUPPORTIVE SERVICES/SANTA ANA RIVER BOTTOM (SARB) RESPONSE

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and KINGDOM CAUSES, INC., a California non-profit corporation, doing business as CITY NET ("Subrecipient").

RECITALS

A. On or about July 12, 2023, the City and the County of Riverside, on behalf of its Department of Housing and Workforce Solutions, entered into a grant agreement for the Santa Ana River Bottom (SARB) Response, HWS-0004687, in the amount of \$613,818.65 ("Appropriation") for the provision of services to individuals including interim housing, outreach, rental assistance for up to 12 months coupled with case management, life skills and linkage to employment opportunities or assistance as part of the SARB response, a copy of which is attached hereto as Exhibit "D" and incorporated herein by reference. The term is February 1, 2023 to June 30, 2025.

B. Subrecipient has submitted a proposal to the City for Case Management and Supportive Services in connection with the SARB response ("Services").

C. The City has agreed to provide grant funds to the Subrecipient in an amount not to exceed Three Hundred Thirteen Thousand Eight Hundred Eighteen Dollars and Sixty-Five Cents (\$313,818.65) for the Services ("Grant Funds").

D. The Parties intend this Agreement to set forth Subrecipient's obligations under the grant agreement and all other regulations pertaining to the Grant Funds.

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

1. **SCOPE OF SERVICES.** Subrecipient shall provide services as more particularly described in Exhibit "A," entitled Scope of Services ("Services"), attached and incorporated by reference, in accordance with this Agreement and in accord with the budget described in Exhibit "B," entitled Budget ("Budget"), attached and incorporated by reference.

2. **TERM.** The term of the Agreement shall begin on April 1, 2023 and shall remain in effect until December 30, 2024, unless otherwise terminated pursuant to the provisions herein.

3. **GRANT FUNDS.** City shall allocate to Subrecipient a grant amount ("Grant Funds") in not to exceed Two Hundred Three Thousand Eight Hundred Eighteen Dollars and Sixty-Five Cents (\$313,818.65). Allocations shall be made not more often than weekly, on an as-needed basis, upon a request by Subrecipient and provision of invoices for Services.

4. **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
Housing and Human Services
Attn: Michelle Davis, Director
3900 Main Street, 5th Floor
Riverside, California 92522

Subrecipient

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

5. **AVAILABILITY OF GRANT FUNDS.** City's allocation of funding to Subrecipient is contingent upon the allocation funds to the City under the Appropriation. In the event of funding reduction, including elimination, the City may reduce the Grant Funds as a whole or as to cost category, and may, at its sole discretion, limit Subrecipient's authority to commit and spend Grant Funds, and may restrict Subrecipient's use of both its uncommitted and its unspent Grant Funds. Any such change shall be reflected by written amendment to this Agreement pursuant to Section 7.5 of this Agreement. Notwithstanding the foregoing, the City may also terminate this Agreement pursuant to Section 7.6 of this Agreement.

6. **COMPLIANCE.** By executing this Agreement, Subrecipient hereby certifies that it will adhere to and comply with the same obligations to the City that the City has undertaken with the County of Riverside, pursuant to its application and certifications for any funding related to the Appropriation, including but not limited to the following, as they may be applicable:

A. The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, regulations, plans, and design standards, included but not limited to those referenced in the July 12, 2023 grant agreement for the Santa Ana River Bottom (SARB) Response, HWS-0004687, attached hereto as Exhibit D. The Subrecipient shall secure and maintain all permits or licenses required by authorities having jurisdiction over the Services. The Subrecipient shall comply with applicable requirements of the California Environmental Quality Act as it relates to City's obligations under this Agreement. Subrecipient shall promptly provide evidence of compliance upon request by the City.

B. Office of Management and Budget (OMB) Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other NonProfit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

C. Single Audit Act (31 USC Sec. 7501 et seq.), OMB Circular A-133 (as

stated above) and any administrative regulation or field memoranda implementing the Act, including related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements, and the Catalog of Federal Domestic Assistance (CFDA) 21.019.

D. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and implementing regulations issued at 24 CFR Part I; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations at 41 CFR Chapter 60; Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107.

E. Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and implementing regulations.

F. The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and implementing regulations.

G. The Federal Accounting and Transparency Act of 2006 (P.L. 109-282), as amended by Section 6202(a) of P.L. 110-252.

H. Prevailing Wage Laws.

Subrecipient shall carry out the Services in conformity with all applicable federal, state and local labor laws and regulations, including without limitation, if and to the extent applicable, the requirements to pay prevailing wages under federal law (the Davis Bacon Act, 40 U.S.C. § 3141, *et seq.*, and the regulations promulgated thereunder set forth at 29 CFR Part 1 (collectively, “Davis Bacon”) and, if and to the extent applicable, California law (Labor Code § 1720, *et seq.*).

Subrecipient shall be solely responsible, expressly or impliedly, for determining and effectuating compliance with all applicable federal, state and local public works requirements, prevailing wage laws, labor laws and standards, and the City makes no representations, either legally or financially, as to the applicability or non-applicability of any federal, state or local laws to the Project or any part thereof, either onsite or offsite. Subrecipient should refer to Section 13 herein for further guidance in making such determination and effectuating compliance.

Subrecipient shall be solely responsible, expressly or impliedly, for determining and effectuating compliance with all applicable federal, state and local public works requirements, prevailing wage laws, labor laws and standards, and the City does not make any representations, either legally or financially, as to the applicability or non-applicability of any federal, state or local laws to the project or any part thereof, either onsite or offsite. Subrecipient expressly, knowingly and voluntarily acknowledges and agrees that the City has not previously represented to Subrecipient or to any representative, agent or affiliate of Subrecipient, or any subcontractor(s) that any work and construction undertaken pursuant to this Agreement is or is not subject to Section 1720 of the Labor Code or the Davis Bacon Act (P.L. 71-798). Subrecipient should refer to Section 13 herein for further guidance in making such determination and effectuating compliance.

7. GENERAL CONDITIONS.

7.1 Subrecipient as Independent Contractor. In the performance of this Agreement, Subrecipient, and Subrecipient's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City. Subrecipient 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 Subrecipient, or to Subrecipient's employees, subcontractors and agents. This Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. Subrecipient shall be responsible for any and all taxes that apply to Subrecipient as an employer.

Subrecipient shall determine the method, details, and means by which it provides Services. Subrecipient shall be responsible to the City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to the City's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. If in the performance of this Agreement, any third persons are employed by Subrecipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Subrecipient. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law, shall be determined by Subrecipient.

7.2 Indemnity. Except as to the sole negligence or willful misconduct of the City, Subrecipient shall defend, indemnify, and hold the City, and its officers, employees and agents, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of or is in any way connected with the Program or the performance of the Services under this Agreement by Subrecipient or any of its employees, agents or subcontractors, and from all claims by Subrecipient's employees, subcontractors and agents for compensation for services rendered to Subrecipient in the performance of this Agreement, notwithstanding that the City may have benefitted from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Subrecipient or of Subrecipient's employees, subcontractors or agents. Subrecipient understands and agrees that it shall defend the City from any claim even if it appears to be without merit.

Subrecipient shall also defend, indemnify, and hold the City harmless from any loss, damage, or attorneys' fees incurred because of any claim by any person or entity, including the State of California, except for claims from the State of California requesting return of the grant funds referenced in Section 3 and for claims brought by third parties in tort related to the Project.

Parties also expressly agree that any payment, attorneys' fees, cost, or expense that the City incurs, or makes to or on behalf of an injured employee under the 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.

7.3 Insurance.

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

7.3.2 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Subrecipient's indemnification obligations under Section 8.2 hereof.

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

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

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

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

7.3.7 Commercial General Liability. Prior to the City's execution of this Agreement, Subrecipient shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance as required to insure Subrecipient against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Subrecipient. City, and its officers, employees and

agents, shall be named as additional insureds under Subrecipient's insurance policies.

Subrecipient's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

Prior to the 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 the 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.

7.3.8 Subcontractors' Insurance. Subrecipient shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, which may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers' Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability and such coverage 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.

Upon the City's request, Subrecipient shall provide the City with satisfactory evidence that subcontractors have obtained insurance policies and coverages required by this section.

7.3.9 Commercial Automobile Insurance. Subrecipient is required to provide commercial automobile liability insurance for this Agreement with the exception being those subrecipients that do not require the use of an automobile to meet program requirements as detailed in the Scope of Work.

If Subrecipient does not require the use of an automobile to meet program requirements in the Scope of Work, Subrecipient must complete a Certification Regarding Automobile Usage and Receipt of Grant Funding from City of Riverside.

If Subrecipient requires the use of an automobile or must drive to meet program requirements in the Scope of Work, Subrecipient must submit insurance certificates acceptable to the City that meet the following requirement(s): Subrecipient's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Subrecipient's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Subrecipient's performance of this Agreement, which vehicles shall include, but are not limited to, Subrecipient owned vehicles, Subrecipient leased vehicles, Subrecipient's employee vehicles, non-Subrecipient owned vehicles and hired vehicles. City, and its officers, employees and agents, shall be named as additional insureds under the Subrecipient's automobile insurance policy.

7.4 **Personnel.** Subrecipient shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Subrecipient 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 the City's approval.

7.5 **Amendment.** This Agreement may only be amended in writing by mutual agreement between the City and Subrecipient.

7.6 **Termination.**

7.6.1 For Cause. City may terminate this Agreement immediately if Subrecipient materially fails to comply with any terms of this Agreement, including but not limited to:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time;
- B. Failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Improper use of Grant Funds provided under this Agreement; and
- D. Submission of reports that are incorrect or incomplete in any material respect.

7.6.2 For Cause – Additional Remedies. If Subrecipient materially fails to comply with any term of this Agreement, as set forth in subsection 7.6.1 herein, the City, in addition to immediate termination, may also take any one or more of the following actions as appropriate in the circumstances:

- A. Temporarily withhold Grant Funds pending correction of the

deficiency by Subrecipient;

- B. Disallow all or part of the cost of the activity or action not in compliance;
- C. Withhold further Grant Funds for the Program; and
- D. Take other remedies that may be legally available.

7.6.3 Availability of Grant Funds. Should the Grant Funds change pursuant to Section 5 of this Agreement, the City may suspend the operation of this Agreement upon three (3) days' written notice to Subrecipient of its intention to so act.

7.6.4 Without Cause. Notwithstanding any other provision of this Agreement, this Agreement may be terminated for convenience by either Party, upon ten (10) days' written notice to the other Party.

7.7 Costs Following Termination. Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of this Agreement are not allowed unless the City expressly authorizes them in writing in connection with any notice of suspension or termination. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if: (a) the costs resulted from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable; and (b) the costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

8. ADMINISTRATIVE REQUIREMENTS.

8.1 Revenue Disclosure Requirement. Subrecipient certifies that it has previously filed with the City a written statement listing all revenue received, or expected to be received, by Subrecipient from federal, state, city, or county sources, and from other governmental agencies, and applied or expected to offset, in whole or in part, any of the costs incurred by Subrecipient in conducting current or prospective projects, programs, or business activities, including, but not limited to the Program. Such statement shall reflect the name and a description of such project, program, or business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency to each such project, program, or business activity, and the full name and address of such governmental agency. For those projects, programs, and business activities in which there are sources of funds from the private sector, Subrecipient shall provide proof of such funding. City shall not pay for any services provided by Subrecipient which are funded by other sources. All restrictions and/or requirements provided in this Agreement relative to accounting, budgeting, and reporting, apply to the total project, program, or business activity regardless of funding sources.

8.2 **Use of Grant Funds.** Except as otherwise limited by this Agreement, Grant Funds shall be used exclusively to cover eligible expenses in implementing the Program consistent with the requirements of the Appropriation and this Agreement.

8.3 **Budget.** Subrecipient hereby certifies and agrees that Grant Funds shall be used exclusively as described in the Budget, attached hereto as Exhibit "B." Any deviation from the attached Budget must be approved by the City, in writing.

8.4 **Overhead and Administration.** The City shall require a ten percent (10%) fee for overhead and administration of Grant funds.

8.5 **Changes in Grant Allocation.** City reserves the right to reduce the grant allocation when the City's fiscal monitoring indicates that Subrecipient's rate of expenditure will result in unspent funds at the end of the term. Changes in the grant allocation will be done after consultation with Subrecipient. Such changes shall be incorporated into this Agreement by written amendments.

8.6 **Program Records.** Subrecipient shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities, including but not limited to, documentation of all Grant Funds received from the City or other sources to operate the Program, documentation of expenses identified in the Budget, and any other related records as City may require from time to time. Such records shall be retained for a period five (5) years after termination of this Agreement or after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records.

8.7 **Quarterly Reports.** Subrecipient shall provide the City with quarterly reports as well as any other reports as the City may reasonably require. Such reports shall identify the amount paid from the Grant Funds and the balance of the Grant Funds that Subrecipient has not spent.

8.8 **Performance Monitoring.** City will monitor the performance of Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by the City, termination procedures will be initiated pursuant to Section 7.6.

8.9 **Recognition of City.** Subrecipient shall ensure recognition of the City in providing funding for the Services provided by this Agreement. All advertisements, notifications, publications, signs, brochures, and other promotional or information material shall identify the Program as being funded in part by the City of Riverside and the State of California.

8.10 **Lobbying.** Subrecipient certifies to the best of its knowledge and belief that:

8.10.1 No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the

making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

8.10.2 If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

8.10.3 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.

9. **NONDISCRIMINATION.** During Subrecipient's performance of this Agreement, Subrecipient shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, 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, Subrecipient agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

10. **CONFLICT OF INTEREST.** Subrecipient, 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. Subrecipient further warrants that neither Subrecipient, 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 Subrecipient will file with City an affidavit disclosing any such interest.

11. **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.

12. **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.

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

Exhibit "A" – Scope of Services

Exhibit "B" – Budget

Exhibit "C" – Key Personnel

Exhibit "D" – July 12, 2023, Grant Agreement HWS-0004687

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

By: _____
City Manager

ATTESTED TO:

By: _____
City Clerk

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By: _____
Chief Financial Officer

APPROVED AS TO FORM:

By: Susan Wilson
Susan Wilson (Mar 21, 2024 15:46 PDT)
Assistant City Attorney

KINGDOM CAUSES, INC., a California
non-profit corporation, doing business as
CITY NET

Brad Fieldhouse
By: Brad Fieldhouse (Mar 21, 2024 11:18 PDT)

Print Name: Brad Fieldhouse

Title: Executive Director

and

By: _____

Print Name: _____

Title: _____

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;
- Conducting Initial evaluations and service plans including, verifying and documenting eligibility;
- Document case notes in the City's shared case management file on a weekly basis
- Developing/securing/coordinating services;
- Helping obtain Federal, State, and local benefits;
- Monitoring and evaluating program participant 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.

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.

EXHIBIT “B”

BUDGET

EXHIBIT B COMPENSATION

City Net Case Management

Budget Period: April 10, 2023 - December 2023

	Labor	Rent	Client Expenses	Operations	Material & Supplies	Transportation	De Minis 10%	Subtotal
Apr-23	\$ 18,996.94	\$ 967.47	\$ 1,599.78	\$ 5,533.84	\$ 872.20	\$ 2,713.25	\$ 3,068.35	\$ 33,751.83
May-23	\$ 23,393.60	\$ 1,148.69	\$ 1,559.66	\$ 856.26	\$ 235.96	\$ 3,869.62	\$ 3,106.38	\$ 34,170.17
Jun-23	\$ 21,298.05	\$ 1,075.07	\$ 302.41	\$ 1,239.09	\$ 93.21	\$ 2,865.80	\$ 2,687.36	\$ 29,560.99
Jul-23	\$ 19,537.46	\$ 1,069.73	\$ 430.14	\$ 896.96	\$ 120.43	\$ 3,396.01	\$ 2,545.07	\$ 27,995.80
Aug-23	\$ 17,579.66	\$ 822.59	\$ 103.46	\$ 501.59	\$ 30.06	\$ 3,758.35	\$ 2,279.57	\$ 25,075.28
Sep-23	\$ 23,487.73	\$ 1,151.00	\$ 186.00	\$ 1,186.70	\$ 335.60	\$ 4,278.55	\$ 3,062.56	\$ 33,688.14
Oct-23	\$ 23,896.76	\$ 1,019.49	\$ 780.80	\$ 1,155.31	\$ 18.29	\$ 4,057.23	\$ 3,092.79	\$ 34,020.67
Nov-23	\$ 21,415.07	\$ 1,100.09	\$ 412.00	\$ 1,014.54	\$ 126.73	\$ 3,207.06	\$ 2,727.55	\$ 30,003.04
Dec-23	\$ 21,853.66	\$ 1,352.14	\$ 54.25	\$ 794.70	\$ 237.78	\$ 5,098.20	\$ 2,939.07	\$ 32,329.80
Total	\$ 191,458.93	\$ 9,706.27	\$ 5,428.50	\$ 13,178.99	\$ 2,070.26	\$ 33,244.07	\$ 25,508.70	\$ 280,595.72

FUNDING SOURCES

Santa Ana River Bottom County Grant (46%): \$129,074.03
Measure Z (54%): \$151,521.69

Riverside Housing Case Management
12-month Budget

Term: January 1, 2024 - December 31, 2024

2 teams of 2 with support staff and client services funds, M-F 7:00 am to 3:00 pm

Labor						
Title/Role	Description	Full Comp	Hrs/ week	Wks	FTE	TOTAL
Regional Program Director	Project compliance with management, operations and public safety standards to achieve programmatic outcomes	\$59.61	2	52	0.05	\$6,199.44
Program Supervisor	Direct program activities, staff management/supervision and project coordination. Also case management	\$50.17	10	52	0.25	\$26,088.40
Case Manager I	Case management, housing navigation, supportive services	\$36.23	40	52	1.00	\$75,358.40
Case Manager II	Case management, housing navigation, supportive services	\$39.80	40	52	3.00	\$248,352.00
Executive leadership	Quality control, problem solving	\$104.23	4	52	0.10	\$21,679.84
Community Engagement	Aligns with community stakeholder activities and generates resources for client needs	\$50.28	8	52	0.20	\$20,916.48
Finance	Project payroll, processing client assistance, project financial controls, project reporting	\$53.22	6	52	0.15	\$16,604.64
HR	Staff recruiting, hiring, training, disputes	\$44.03	6	52	0.15	\$13,737.36
Operations	Inventory, purchasing, technical support	\$42.11	6	52	0.15	\$13,138.32
Labor Subtotal:					5.05	\$442,074.88
Client Services & Program Operating Expenses						
Category	Description	TOTAL				
Transportation	Client transport (2 vehicles): vehicle lease, gas, vehicle insurance, maintenance	\$49,920.00				
Housing Assistance	Fees, rental assistance and move-in costs for: rapid rehousing, sober living homes, room and board, rooms for rent, relocations, emergency shelter vouchers, etc. Also fees for documentation, local transportation, work expenses, etc.	\$27,700.00				
Rent	Office space and office equipment/furniture rental	\$16,362.00				
Computing and Telecommunications	Computing (computer, iPad, phone), telecommunications (phones & cell service), printer/copier w/supplies, hardware & software, wifi, etc.	\$20,664.60				
Materials, Services, and Supplies	IT Support, Client Management Software, Uniforms, copies, forms, office supplies, PPE supplies (masks, gloves, face shields, etc.), etc.	\$11,211.00				
Services	Financial and 401k audit	\$2,121.00				
Services	Liability insurance, cyber security insurance, Worker's Compensation insurance	\$11,344.32				
Operations and Program Expenses Subtotal:						\$139,322.92
Indirect Costs						
Category	Description	TOTAL				
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.	\$58,139.78				
Indirect subtotal:						\$58,139.78
Project TOTAL						\$639,537.58
Notes Rates current as of 1/5/24 and good for 90 days from this date. Annual renewal(s) would require review of rates for costs, materials and supplies plus COLA tied to local consumer price index. New contracts require 90-day startup time and 20% advance payment. Advance payment will be credited proportionately on each monthly invoice.						

Funding Sources:

- Santa Ana River Bottom County Grant: \$184,744.62
- Measure Z: \$454,792.96

EXHIBIT “C”

KEY PERSONNEL

Brad Fieldhouse, President/Executive Director

Jessica Bruce, Chief Program Officer

Stacie Hurst, Chief Financial Officer

Other personnel are identified in Exhibit B

None specified

EXHIBIT “D”

JULY 12, 2023, GRANT AGREEMENT HWS-0004687

HWS-0004687

County of Riverside
Department of Housing and Workforce Solutions
3403 10TH St. Ste. 300
Riverside, CA 92501

and

City of Riverside

Santa Ana River Bottom (SARB) Response

HWS-0004687



HWS HOUSING AND
WORKFORCE
SOLUTIONS

ENGAGE. ENCOURAGE. EQUIP.



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List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

List of Attachments

Attachment I – Assurance of Compliance

Attachment II – Form 2076A

Attachment III – Supporting Documentation

HWS-0004687

Attachment IV – Time and Activity Report
Attachment V - HWS Administrative Handbook
Attachment VI - Standard Agreement 22-ERF-2-L-10005

This Agreement is made and entered into ____ by and between the 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"). The parties agree as follows:

1. DEFINITIONS

- A. "BCHS" refers to State of California, Business Consumer Services and Housing Agency.
- B. "Bed Night" refers to one bed per Client per night.
- C. "Case Management Services" refers to all of the following various categories of services:
 - Mental Health
 - Substance Abuse
 - Housing
 - Employment
 - Children
 - Intake & Assessment
- D. "CES" refers to the Coordinated Entry System in the County of Riverside.
- E. "CoC" refers to the Riverside County Continuum of Care.
- F. "COUNTY" and/or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions Department, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- G. "Critical Incident" refers to any event that jeopardizes the safety of Participants, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- H. "Crisis Stabilization Housing" or "CSH" refers to sites that will temporarily house homeless individuals & families providing them with intensive case management to assist them in moving into permanent housing (market rate, subsidized, etc.) as quickly as possible.
- I. "Emergency Shelter" refers to any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leased or occupancy agreements, as defined per 24 CFR 576.2.
- J. "HWS" refers to the Department of Housing and Workforce Solutions which has administrative responsibility for this Agreement; for purpose of this Agreement, "HWS" and "COUNTY" may be used interchangeably.
- K. "HMIS" refers to the Riverside County Homeless Management Information System.
- L. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- M. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the Program.
- N. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- O. "Program" refers Encampment Resolution Funding program established pursuant to

this chapter.

P. "Project" refers to Santa Ana River Bottom Response.

Q. "SUBRECIPIENT" refer to the City of Riverside including its employees, agents, representatives, subcontractors and suppliers providing services under this Agreement.

R. "SUBCONTRACTOR" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the SUBRECIPIENT or another SUBCONTRACTOR

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Form 2076A, , Attachment III Supporting Documentation Instructions, Attachment IV Time and Activity Report, V HWS Administrative Handbook, VI Standard Agreement 22-ERF-2-L-10005 all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective February 1, 2023 ("Effective Date") and continue in effect through June 30, 2025, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the Period of Performance.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with 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 product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment under 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 COUNTY by BCHS. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by BCHS. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing and this Agreement shall be deemed terminated and be of no further force or effect. In the event the funding is reduced, COUNTY shall immediately notify SUBRECIPIENT in writing and it is mutually agreed that COUNTY has the option to immediately terminate this Agreement or to amend this Agreement to reflect the reduction of funds. COUNTY shall make all payments to SUBRECIPIENT that were properly earned prior to the unavailability or reduction of funding.

6. TERMINATION FOR CONVENIENCE

A. COUNTY may terminate this Agreement without cause upon giving thirty (30) days written notice served on SUBRECIPIENT 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.

- C. After termination, COUNTY shall make payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Agreement.
- D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

7. TERMINATION FOR CAUSE

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

- (1) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
- (2) Use of, or permitting the use of funds provided under this Agreement for any ineligible activities;
- (3) Any failure to comply with the deadlines set forth in this Agreement;
- (4) Violation on any federal or state laws or regulations; or
- (5) Withdrawal of BCHS'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 funds;
- (2) Revoke any other existing award(s) to the SUBRECIPIENT;
- (3) Require the return of any unexpended funds disbursed under this Agreement;
- (4) Require repayment of funds disbursed and expended under this Agreement;
- (5) Require the immediate return to COUNTY of all funds derived from the use of 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 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.

- 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.
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. Any waiver by COUNTY of any breach of any provision of the terms and conditions herein shall not be deemed, for any purpose, to be a waiver of any subsequent or other breach of the same or any other term of this Agreement. Failure of COUNTY to require exact, full and complete 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 by COUNTY 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 circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.
C. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
D. SUBRECIPIENT and its employees shall comply with all applicable provisions of federal and state laws pertaining to conflict of interests, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.
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 SUBRECIPIENT 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. 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.

- B. SUBRECIPIENT agrees that COUNTY, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COUNTY, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, 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), program guidance document published on the website, and this Agreement. SUBRECIPIENT further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.
- C. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's own expense, a financial audit prepared by a certified public accountant. Administrative funds may be used to fund this expense.
 - (1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
 - (2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
 - (3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
 - (4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

12. CONFIDENTIALITY

- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of SUBRECIPIENTS, subcontractors or suppliers in advance of official announcement.
- B. 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 protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT

shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code section 10850.

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

- A. SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice, subject to the approval of COUNTY which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.
- C. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

14. **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 retentions 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.

15. **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.
16. **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.
17. **COMMERCIAL GENERAL LIABILITY**
Commercial General Liability Insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of 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 \$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.
18. **INDEPENDENT SUBRECIPIENT**
The SUBRECIPIENT is, for purposes relating to this Agreement, an independent SUBRECIPIENT and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to, overtime, any retirement benefits, workers' compensation benefits, health benefits, and injury leave or other leave benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT's employees from the compensation payable to SUBRECIPIENT under this Agreement. There shall be no employer-employee relationship between the parties and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
19. **PROFESSIONAL LIABILITY**
SUBRECIPIENT shall maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's 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 claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SUBRECIPIENT shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from 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 as long as the law allows.
20. **USE BY POLITICAL ENTITIES**

The 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 the SUBRECIPIENT; and COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.

21. 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.

22. NO DEBARMENT OR SUSPENSION

A. SUBRECIPIENT is not eligible to receive grant funds if SUBRECIPIENT is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible SUBRECIPIENTS.

B. 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.

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes and any applicable COUNTY policies and procedures, including but not limited to:

a. County of Riverside Continuum of Care Written Standards:

<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocuments/CoC%20Written%20Standards%20amended%2081720%20S%26E%20FINAL.pdf>

b. County of Riverside Continuum of Care Board of Governance Charter:

https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocuments/CoC%20Charter%20-%20Amended%202-24-2021_1.pdf

c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:

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

In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

24. **CORE COMPONENTS OF HOUSING FIRST**
SUBRECIPIENT shall ensure that any housing-related activities funded with ESG funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institutions Code Section 8255(b).
25. **INSPECTIONS**
 - A. The COUNTY shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the requirements.
 - B. SUBRECIPIENT shall correct all work that is determined based on such inspections not to conform to the applicable requirements and COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.
26. **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).
27. **CHILD SUPPORT COMPLIANCE ACT**
 - A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 6 of Division 9 of the Family Code; and
 - B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department (EDD).
 - C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent SUBRECIPIENT(s) form DE 542 to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all

federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

28. DRUG FREE WORKPLACE CERTIFICATION

By signing this Agreement, SUBRECIPIENT, and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, SUBRECIPIENTS, or subcontractors for violations, as required by Government Code section 8355 (a)(1).
- (2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, SUBRECIPIENTS, or subcontractors about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation, and employee assistance programs; and,
 - d. Penalties that may be imposed upon employees, SUBRECIPIENTS, and subcontractors for drug abuse violations.
- (3) Provide as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
 - a. Will receive a copy of SUBRECIPIENT'S drug-free policy statement; and,
 - b. Will agree to abide by terms of SUBRECIPIENT'S condition of employment or Subcontract.

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 record from the State of California Department of Justice (DOJ). A signed certification of such criminal record and, as appropriate, a signed justification and clearance from SUBRECIPIENT 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 section 12952.

30. LOBBYING

- A. SUBRECIPIENT certifies no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, 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 the underlying 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 all contracts or subcontracts entered into in connection with this Agreement and that all SUBRECIPIENT's subcontractors 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 in the notice a copy of the adverse action. 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 and BCSH. A subcontractor is not eligible to furnish any of the work or services under this Agreement, and is not eligible to receive grant funds, if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible SUBRECIPIENTS.
- B. SUBRECIPIENT shall not propose to 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.

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 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.

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 I. SUBRECIPIENT shall sign and date Attachment I 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 clients 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:

Program Manager
Riverside County Department of Housing and Workforce Solutions
3403 10th 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 Participant in both languages.

40. NOTICES

All notices, invoices, financial documents, 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:

Department of Housing and Workforce Solutions
3403 Tenth St. Ste. 300
Riverside, CA 92501

SUBRECIPIENT:

City of Riverside
3900 Main Street
Riverside, CA 92522

41. 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.

42. 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.



43. MODIFICATION OF TERMS

This Agreement may be modified 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.


IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Authorized Signature for SUBRECIPIENT: 	Authorized Signature for COUNTY: 
Printed Name of Person Signing: Mike Futrell	Printed Name of Person Signing: Heidi Marshall
Title: City Manager	Title: Director
Date Signed: 06/29/2023	Date Signed: Jul 12, 2023


CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
Chief Financial Officer / City Treasurer

FORM APPROVED COUNTY COUNSEL

BY:  7/12/2023
LISA SANCHEZ DATE

APPROVED AS TO FORM:

BY: 
ASSISTANT CITY ATTORNEY

Attest:


Donesia Gause, City Clerk

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT shall be reimbursed by COUNTY for an amount not to exceed \$613,818.65. Said funds shall be spent according to the Budget shown below.

BUDGET CATEGORY	Total
1) Case Management	\$203,818.65
2) On-the-Job Training	\$410,000.00
Total	\$613,818.65

- The table above may be changed (without changing the total amount) as approved with written approval from HWS.
 - Updated budget and spending milestone table for the subsequent terms with the total amounts awarded 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).
- 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 attached hereto as Attachment M and incorporated herein by this reference.
- d. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- e. With each claim for reimbursement of eligible costs, SUBRECIPIENT shall submit:
1. Forms 2076A is attached hereto as Attachment II and incorporated herein by this reference;
 2. The required supporting documentation set forth in Attachment III, Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY 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.
- f. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- g. All Program funds shall be expended by the termination date of this Agreement.

A.3 WITHHELD PAYMENTS

Payments to SUBRECIPIENT may be withheld by COUNTY if SUBRECIPIENT fails to comply with any provision of this Agreement.

A.4 DISALLOWANCE

If SUBRECIPIENT receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with this Agreement, SUBRECIPIENT shall be required to promptly reimburse these funds to COUNTY and shall be prohibited from submitting to COUNTY reimbursement requests for subsequent Program funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to SUBRECIPIENT.

If it is determined that a SUBRECIPIENT falsified any certification, RFP information, financial, or contract report, SUBRECIPIENT shall be required to reimburse the full amount of the Program award to COUNTY, and may be prohibited from any further participation in the Program. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

A.5 FISCAL ACCOUNTABILITY

- a. SUBRECIPIENT agrees to manage funds received through COUNTY 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.
- b. SUBRECIPIENT must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, SUBRECIPIENT must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

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 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.

1. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Convenience may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HWS with no negative effect for both parties under the authority of HWS.
2. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Cause may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HHPWS. Any Cause due to 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, consideration for future funding opportunities.

A.7 FINAL REIMBURSEMENT

Unless approved by HHPWS in writing, all final requests for reimbursement of authorized expenditures under this Grant must be submitted to HWS no later than **May 31, 2025**.

Schedule B
Scope of Services

B.1 GENERAL REQUIREMENTS

SUBRECIPIENT agrees that it is aware of, and shall comply with, all applicable conditions of Standard Agreement No. 22-ERF-2-L-10005 between BCSH and COUNTY, and applicable State of California requirements governing the use of Encampment Resolution funds, and shall cooperate with COUNTY in fulfilling its obligations thereunder. In addition, SUBRECIPIENT shall:

- a. 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 complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Participate in and accept its Participant referrals from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with 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 participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- c. SUBRECIPIENT shall be responsible for meeting the requirements included in the HWS Administrative Handbook (Attachment V), the Housing Workforce Solutions Grant Agreement between BCSH and COUNTY (Attachment VI). SUBRECIPIENT shall use the most current version of Attachment V. Any subsequent changes to Attachment V issued by HWS shall automatically be incorporated and serve as Attachment V 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) Housing Workforce Solutions Grant Agreement between BCSH and COUNTY, (2) this Agreement, and (3) HWS Administrative Handbook.
- d. Agree to participate in the HMIS.
 1. 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 in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
 3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website: <https://rivcohps.org/sites/g/files/aldnop131/files/cocdocuments/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: [County of Riverside CoC HMIS Participating Agency Agreement Revised 9-10-2020 \(1\).pdf \(rivcohps.org\)](#).

- B.2** The SUBRECIPIENT will provide interim housing, outreach, rental assistance for up to 12 months coupled with case management, life skills, and linkage to employment opportunities or assistance

with obtaining supplemental income. The program is expected to serve 47 individuals. SUBRECIPIENT will be working closely with its shelter providers, recuperative care providers, Riverside County Workforce Development, Goodwill Industries, California Department of Motor Vehicles, Social Security Administration, Riverside County Department of Public Social Services, Riverside University Health Systems – Public Health and Behavioral Health, and other COUNTY Departments. The SARB proposed outcomes include: (1) Placements into housing, referrals to services, (2) reduction of environmental impacts, fire incidents, (3) Trail accessibility, (4) Trash/Debris removed, and (5) address recidivism.

The SUBRECIPIENT will be working closely with its shelter providers, recuperative care providers, Riverside County Workforce Development, Goodwill Industries, California Department of Motor Vehicles, Social Security Administration, Riverside County Department of Public Social Services, Riverside University Health Systems – Public Health and Behavioral Health, and other County Departments. The SARB proposed outcomes include: (1) Placements into housing, referrals to services, (2) reduction of environmental impacts, fire incidents, (3) Trail accessibility, (4) Trash/Debris removed, and (5) address recidivism.

B.3 REPORTING

SUBRECIPIENT shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in the Standard Agreement.

HWS-0004687

ATTACHMENT I
Assurance of Compliance

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

City of Riverside
NAME OF ORGANIZATION

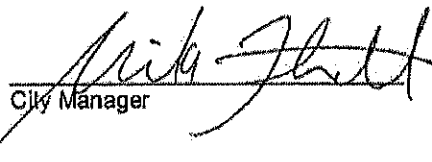
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 - 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, 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; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

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

06-29-2023
Date


City Manager

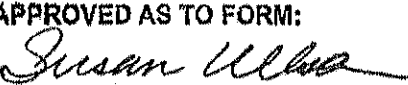
Address of Vendor/Recipient
(08/13/01)

CR50-Vendor Assurance of Compliance

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
Chief Financial Officer/City Treasurer

Attest: 
for Donesia Gause, City Clerk

APPROVED AS TO FORM:
BY: 
ASSISTANT CITY ATTORNEY

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From:

Remit to Name _____

Remit to Address _____

City _____ State _____ Zip Code _____

Contract Number _____

Total amount requested: \$ _____ for the period of _____

Select Payment Type(s) Below

☐ Advance Payment \$ _____
(if allowed by Contract/Grant)

☐ Actual Payment \$ _____
(reimbursement of actual program costs)

Expense Category List each line item as outlined in Contract budget	Current Expenditures

\$0.00

Any questions regarding this request should be directed to: _____
Name _____ Phone Number _____

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature _____

Title _____

Date _____

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) _____

Invoice # _____

Amount Authorized _____

If amount authorized is different from amount request, please
see attached claim recap for adjustments.

Program _____

Date _____

Fiscal _____

Date _____

Attachment III
Supporting Documentation Instructions

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, a check stub, or copy of bank statement to substantiate the amount paid. Supporting documentation must be *legible, clear, and organized*. The COUNTY 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.

Documentation for like line items should be clipped 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.

The Fiscal Management Reporting Unit reviews each claim for expenses that are:
Allowable Allocable Reasonable

CLAIM DOCUMENTATION REQUIRED BY THE COUNTY

RAPID REHOUSING / EMERGENCY SHELTER

Lease agreement - Must be submitted at time of client entry into the program and each time a lease expires or changes.)
Invoice or documentation of rent amount and due date
Proof of payment (receipt and cancelled check or check stub)

STAFF (Street Outreach, Rapid Rehousing, Emergency Shelter, HMIS & Admin)

Program Individual Staff Breakdown form
Time Sheet
Time and Activity Report
Pay Stub or Payroll Report

EXPENSES (Street Outreach, Rapid Rehousing, Emergency Shelter, HMIS & Admin)

Invoice or receipt that is dated and has a detailed explanation of charges.
Proof of payment (cancelled check or check stub)

HWS-0004687

Attachment IV
Time/Activity Report

HUD EMERGENCY SOLUTION GRANT TIME/ACTIVITY REPORT
AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	
RAID REMEDIATING STAFF																																	
Case Mgmt																																	
Houseing																																	
Total RHC																																	
HOMELESS PREVENTION SERVICES STAFF																																	
Case Mgmt																																	
Houseing																																	
Total HPS																																	
ADMIN STAFF																																	
Admin																																	
Total ADMIN																																	
Non-Project																																	
Total Non-Project																																	
Vacation																																	
Sick																																	
Holiday																																	
Other Paid Time Off																																	
Total Fringe																																	
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

I certify that this is a true and accurate report of my time and the activities were performed as shown.

Total Hours	0.00
Total Fringe Hrs	0.00
Difference	0.00
Actual Hrs - RHC	0.00
Actual Hrs - HPS	0.00
Actual Hrs - ADMIN	0.00
Non-Project Hours	0.00

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

HWS-0004687

Attachment V

HWS Administrative Handbook

HWS-0004687

Attachment VI

Standard Agreement 22-ERF-2-L-10005

