SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ITEM: 3.15
(ID # 18703)

MEETING DATE:
Tuesday, May 24, 2022

FROM: HOUSING AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve the Allocation of $2,000,000 in American Rescue Plan Act (ARPA) Funds to Lift to Rise, a California Public Benefit Corporation, for the Coachella Valley Regional Housing Catalyst Fund; Approve the Form of the Subrecipient’s Agreement for the Use of Riverside County American Rescue Plan Act (ARPA) Funding for the Coachella Valley Catalyst Fund; and Approve the Form of the Covenant Agreement; District 4; [$2,000,000 – 100% Federal ARPA Funds]; CEQA Exempt (Clerk of the Board to File the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Subrecipient’s Agreement for the Use of Riverside County American Rescue Plan Act (ARPA) Funding for the Coachella Valley Catalyst Fund (Subrecipient’s Agreement) does not constitute a project under California Environmental Quality Act (CEQA) and Section 15004(b) of the CEQA Guidelines in that it does not vest any development rights or result in the physical change in the environment, requires a developer to comply with CEQA and obtain all land use entitlements from the local jurisdiction as the lead agency, and does not commit the lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA;

2. Approve the grant in the amount of $2,000,000 of the County’s American Rescue Plan Act (ARPA) allocation to Lift to Rise, a California public benefit corporation, to support the creation of the Coachella Valley Regional Housing Catalyst Fund, a revolving loan fund to be utilized for the pre-development, acquisition, and development of affordable housing units throughout the Coachella Valley;

3. Approve the attached form of Subrecipient’s Agreement, including all attachments thereto, between the County of Riverside and Lift to Rise;

4. Authorize the Director of the Housing and Workforce Solutions (HWS), or designee, to execute the Subrecipient’s Agreement on behalf of the County, substantially conforming in form and substance to the attached Subrecipient’s Agreement, subject to approval as to form by County Counsel;

5. Approve the attached form of Covenant Agreement;

6. Authorize the Director of HWS, or designee, to execute the Covenant Agreement on behalf of the County, conforming substantially in form and substance to the attached Covenant Agreement, subject to approval as to form by County Counsel;
7. Authorize the Director of HWS, or designee, to take all necessary steps to implement the Subrecipient’s Agreement and Covenant Agreement(s), including but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel;

8. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) business days of approval; and

9. Approve and direct the Auditor-Controller to make the budget adjustment as detailed in the attached Schedule A.

ACTION: Policy

Heidi Marshall, Director 5/16/2022

MINUTES OF THE BOARD OF SUPERVISORS
C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On February 9, 2021, the Board of Supervisors adopted Resolution No. 2021-043 (Minute Order 3.01) in support of The We Will Lift Regional Pledge for Housing Opportunity including a partnership with Lift to Rise to promote housing stability and economic mobility for Riverside County residents in Coachella Valley.

On October 19, 2021 (Minute Order 3.5), the Board of Supervisors allocated $50,000,000 for the purpose of addressing housing and homelessness through development of affordable housing and providing shelter. The $50,000,000 allocated by the Board was further divided into five $10,000,000 investments to each Supervisorial District. The funding allocated by the Board was the State and Local Fiscal Recovery Funds (SLFRF) the County is allocated to receive as part of the American Rescue Plan Act (ARPA) of 2021 (Pub. L 117-2). These ARPA funds are to focus on projects and/or programs that serve as a pathway to transition into permanent housing with the necessary supporting infrastructure. The allowable uses of ARPA funds include revolving loans to increase shelter capacity, permanent supportive housing units and affordable housing to help address homelessness and the impacts of the COVID-19 pandemic.

The County supported a State Budget proposal from Lift to Rise for the creation of the Coachella Valley Regional Housing Catalyst Fund administered in partnership with the County of Riverside, the Low-Income Investment Fund, and the Rural Communities Assistance Corporation, to catalyze the development of 2,000 units of affordable housing in the Coachella Valley, and serve as an initial investment structure that can be expanded across the County over time.

As a subrecipient, Lift to Rise is proposing to utilize and administer a grant of $2,000,000 in ARPA funds to create a revolving loan fund for the pre-development, acquisition, and development of at least 300 affordable housing units throughout the Coachella Valley in impacted communities as defined in ARPA by September 30, 2024, and to attract investment and spur further development. Additionally, the units funded by ARPA must be set aside for households making 80% or less of the area median income for the County of Riverside in which
a covenant agreement or regulatory agreement will be recorded for each of these projects for a term of 55 years.

The County, including its Executive Office, will monitor the performance of Lift to Rise as the Subrecipient against goals and performance standards as provided in the Subrecipient’s Agreement. The Subrecipient will be obligated to cooperate with the County to provide adequate documentation as needed for audit purposes. Substandard performance as determined by the County shall constitute noncompliance with the Subrecipient’s Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

Staff recommends that the Board approve allocation of funding, the Subrecipient’s Agreement, and the Covenant Agreement. County Counsel has reviewed and approved as to form the attached Subrecipient’s Agreement and Covenant Agreement.

**Impact on Residents and Businesses**
Approving this item will have a positive impact on the citizens and businesses of Riverside County by bringing much needed affordable housing to the region.

**SUPPLEMENTAL:**
**Additional Fiscal Information**

No impact upon the County’s General Fund; the County’s contribution to the Project will be fully funded with American Rescue Plan Act (ARPA) funds allocated from California’s direct allocation of federal ARPA funds.

**ATTACHMENTS:**
- Form of the Subrecipient’s Agreement for the Use of ARPA Funds, including all exhibits and Form of the Covenant Agreement (attached)
- Notice of Exemption
- Schedule A
SUBRECIPIENT’S AGREEMENT
FOR THE USE OF RIVERSIDE COUNTY
AMERICAN RESCUE PLAN ACT (ARPA) FUNDING
FOR THE COACHELLA VALLEY CATALYST FUND

This Subrecipient’s Agreement ("Agreement"), for the use of U.S. Department of the Treasury ("Treasury Department") Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter "ARPA or the "Act", for the purpose of developing affordable housing through the Coachella Valley Catalyst ("CVC") Fund, is made and entered into as of the Effective Date (defined herein), by and between, County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Lift to Rise, a California public benefit corporation, hereinafter referred to as "SUBRECIPIENT".

RECITALS

WHEREAS, two-thirds of the households in the Coachella Valley are rent-burdened, paying more than one-third of their income for rent; and

WHEREAS, California’s affordable housing funding streams have long favored coastal and metropolitan areas over the Coachella Valley and other inland and rural communities, making it difficult to compete for the resources necessary to address housing needs in the eastern part of Riverside County; and

WHEREAS, between 2010 and 2018, the Coachella Valley averaged just thirty-eight (38) new affordable units of housing per year, when more than 10,000 such units are needed to meet the current demand; and

WHEREAS, the COVID-19 pandemic did not affect all communities equally, resulting in disproportionate impacts to many low-income families in the Coachella Valley who were forced to become unhoused, under-housed or live in unsuitable conditions such as living in their cars; and

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the Act, and on January 6, 2022, the Treasury Department adopted a Final Rule implementing the SLFRF; and
WHEREAS, state, territorial, local, and tribal governments must comply with the Final Rule by April 1, 2022 when the Final Rule takes effect; and

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

WHEREAS, the Act states that the SLFRF may be used “to respond to the public health emergency with respect to COVID-19 and its negative economic impacts, including assistance to households, small businesses and nonprofits”; and

WHEREAS, pursuant to 31 CFR Part 35(b)(3)(ii)(A)(5), one of the Eligible Uses (as defined under ARPA Rules) of the SLFRF is to respond to the public health emergency or its negative economic impacts for the purpose of assisting low-income households and individuals disproportionately impacted by the COVID-19 pandemic through the development, repair and operation of affordable housing and services or programs to increase long-term housing security; and

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

WHEREAS, SUBRECIPIENT has submitted a proposal to receive the Riverside County Contribution to the CVC Fund (defined below) to support and spur the development of at least three hundred (300) units of affordable housing within the Eastern Desert and San Gorgonio Pass service area of Riverside County; and

WHEREAS, COUNTY has determined that Riverside County Contribution to the CVC Fund is an Eligible Use of the SLFRF because the funds will be used to respond to the COVID-19 public health emergency and its negative economic impacts in that it will assist low-income households and individuals disproportionately impacted by the COVID-19 pandemic through
the development, repair and operation of affordable housing and services or programs to increase long-term housing security; and

WHEREAS, COUNTY has accepted SUBRECIPIENT’s proposal and desires to invest Two Million Dollars ($2,000,000) of its SLFRF allocation (the “Riverside County Contribution to the CVC Fund”) for the purposes of supporting and spurring the development of at least three hundred (300) affordable housing units in the Coachella Valley;

WHEREAS, SUBRECIPIENT shall use by September 30, 2024 its Riverside County Contribution to the CVC Fund to create a revolving loan fund for the pre-development, acquisition and/or development of at least three hundred (300) affordable housing units within the Coachella Valley with potential housing units located in Coachella (54), Thermal (100), Indian Wells (100), and Palm Desert (120), and to attract investment and spur further development. Additionally, the units funded by the SLFRF shall be set aside for households making 80% or less of Area Median Income for the County of Riverside. Each of the projects funded with the SLFRF shall be evidenced by a regulatory agreement or affordability covenant with a term of fifty-five (55) recorded in the Official Records of the County of Riverside that substantially conforms to the Covenant Agreement attached hereto as Exhibit B and incorporated herein by the reference.

NOW, THEREFORE, the COUNTY and SUBRECIPIENT mutually agree as follows:

1. PURPOSE AND USE OF FUNDS. The aforementioned Recitals are true and correct and incorporated herein by this reference. COUNTY has agreed to grant the SUBRECIPIENT a maximum total amount of Two Million Dollars ($2,000,000) as the Riverside County Contribution to the CVC Fund. SUBRECIPIENT promises and agrees to undertake to support and spur development of three hundred (300) units of affordable housing in the Coachella Valley by utilizing the sum of $2,000,000 of the SLFRF to create a revolving loan fund, as set forth in this Agreement and in Exhibit A, which is attached hereto and incorporated herein by this reference.

The Riverside County Contribution to the CVC Fund shall be used for only Eligible Uses
under the ARPA Rules and to cover “costs incurred” by the SUBRECIPIENT between March 3, 2021 and September 24, 2024. SUBRECIPIENT shall demonstrate to the COUNTY, in the COUNTY’s sole and absolute discretion, that the Riverside County Contribution to the CVC Fund for each project is deemed fully expended, in compliance with the ARPA Rules that relate to loans.

2. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective Date, as defined in Section 32 below, and unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect until September 30, 2024.

3. PERFORMANCE AND OUTCOMES. SUBRECIPIENT shall proceed consistent with Section II as set forth in Exhibit A.

4. EXTENSION OF TIME. COUNTY may grant an extension, in its sole and absolute discretion, to the completion schedule for the purpose of completing SUBRECIPIENT’S Riverside County Contribution to the CVC Fund activities which are underway and cannot be completed during the term of this Agreement. SUBRECIPIENT shall request said extension in writing, stating the reasons therefore, and may be granted only by receiving written approval from COUNTY. Every term, condition, covenant and requirement of this Agreement shall continue in full force and effect during the period of any such extension.

5. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses for the Riverside County Contribution to the CVC Fund project/activity covered under the terms of this Agreement prior to receiving written authorization from COUNTY to proceed.

6. NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as “notices” and referred to singly as a “notice”) which the COUNTY or SUBRECIPIENT is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning
delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>SUBRECIPIENT</th>
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<tbody>
<tr>
<td>Heidi Marshall, Director</td>
<td>Heather Vaikona, President &amp; CEO</td>
</tr>
<tr>
<td>County of Riverside HWS</td>
<td>Lift To Rise</td>
</tr>
<tr>
<td>3403 Tenth Street, Suite 300</td>
<td>73-710 Fred Waring Drive, Suite 100</td>
</tr>
<tr>
<td>Riverside, CA 92504</td>
<td>Palm Desert, CA 92260</td>
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7. **DISBURSEMENT OF FUNDS.** COUNTY'S Board of Supervisors shall determine the final disbursement and distribution of all funds received by COUNTY under the Riverside County Contribution to the CVC Fund and the SLFRF consistent with the provisions of Sections 1 and 2 of this Agreement. COUNTY, through its Department of Housing and Workforce Solutions (HWS) shall: (1) make payments of the grant funds to SUBRECIPIENT as set forth in Exhibit A and (2) monitor the Riverside County Contribution to the CVC Fund activity to ensure compliance with applicable ARPA Rules, applicable federal regulations, and the terms of this Agreement.

8. **PAYMENT OF FUNDS.** The COUNTY shall pay to the SUBRECIPIENT the sum specified in Section 1 as a one-time lump-sum payment. In addition to the more specific reporting requirements set forth in the Agreement and Exhibit A, the SUBRECIPIENT shall submit to the Director of HWS, on or about the 26th of each third month, in writing, a certified statement, in a format acceptable to the COUNTY, that sets forth in detail the total estimated expenditures to be made for the Riverside County Contribution to the CVC Fund, including but not limited to, payments to affordable housing developers.

9. **RECORDS AND INSPECTIONS.**

a. SUBRECIPIENT shall establish and maintain financial, programmatic,
statistical, and other supporting records of its operations and financial activities in accordance with the ARPA Rules and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) as it relates to the acceptance and use of the SLFRF under this Agreement. Said records shall be retained for a period of five (5) years from the date that the activity or program funded with the Riverside County Contribution to the CVC Fund is closed out by the COUNTY and reported as complete to the Board of Supervisors. Exceptions to the five-year retention period requirement, pursuant to 2 CFR 200.333 include the following:

i. if any litigation, claim, or audit is started prior to the expiration of the three (3) period;

ii. when the SUBRECIPIENT is notified in writing by the COUNTY or a Federal agency to extend the retention period;

b. SUBRECIPIENT shall maintain a separate account for Riverside County Contribution to the CVC Funds received.

c. SUBRECIPIENT shall obtain an external audit in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.500). Audits shall usually be performed annually but not less frequently than every two years. Nonprofit institutions and government agencies that expend less than $750,000 a year in federal awards are exempt from federal audit requirements, but records must be available for review by appropriate officials of the federal grantor agency or subgranting entity. The audit report shall be submitted to the COUNTY within 180 days after the end of the COUNTY’S fiscal year.

d. SUBRECIPIENT shall, during normal business hours make available to the COUNTY and to authorized Federal Agencies for examination and copying all of its records and other materials with respect to matters covered by this Agreement.

10. COMPLIANCE WITH LAWS AND REGULATIONS. The SUBRECIPIENT shall comply with all applicable federal, state and local laws, regulations and ordinances. By
executing this Agreement, the SUBRECIPIENT hereby certifies that it will adhere to and comply with the following as they may be applicable to a SUBRECIPIENT of the SLFRF granted pursuant to the ARPA Rules and shall pass down these requirements to all tiers of subcontractors, consultants, and subconsultants working under this Agreement:

a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. SUBRECIPIENT shall ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The SUBRECIPIENT will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause;

b. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;

c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations;33

d. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations;

e. The regulations, policies, guidelines and requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) as they relate to the acceptance and use of federal funds under the
federally-assigned program;

i. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;

j. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended; and

k. Rights to Data and Copyrights: SUBRECIPIENT agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).

l. Air Pollution Prevention and Control (formally known as the Clean Air Act (42 U.S.C.A. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.A. Section 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.A. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C.A. Section 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

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

n. Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689):
No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR Part 2424. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

o. Drug-Free Workplace Requirements: The Anti-Drug Abuse Act of 1988 (41 U.S.C.A. Section 8101-8103) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 2 CFR Part 2424.

p. Access to Records and Records Retention: The SUBRECIPIENT or Contractor, and any subconsultants or subcontractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, applications for assistance, materials, papers, and records of the
SUBRECIPIENT or Contractor, and any subconsultants or subcontractors, that are directly
pertinent to a specific program for the purpose of making audits, examinations, excerpts, and
transcriptions. The SUBRECIPIENT or Contractor, and any subconsultants or subcontractors,
further agree to maintain and keep such books, documents, applications for assistance, materials,
papers, and records, on a current basis, recording all transactions pertaining to this agreement
in a form in accordance with generally acceptable accounting principles. All such books and
records shall be retained for such periods of time as required by law, provided, however,
notwithstanding any shorter periods of retention, all books, records, and supporting detail shall
be retained for a period of at least three (3) years after the expiration of the term of this
Agreement.

q. Federal Employee Benefit Clause: No member of or delegate to the
Congress of the United States, and no Resident Commissioner shall be admitted to any share or
part of this agreement or to any benefit to arise from the same.

r. Energy Efficiency: Mandatory standards and policies relating to energy
efficiency which are contained in the State energy conservation plan issued in compliance with

entity that is a state agency or agency of a political subdivision of a state and its contractors
must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section
6901, et seq.), as amended by the Resource Conservation and Recovery Act. The requirements
of Section 6002 include procuring only items designated in guidelines of the Environmental
Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered
materials practicable, consistent with maintaining a satisfactory level of competition, where the
purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding
fiscal year exceeded $10,000; procuring solid waste management services in a manner that
maximizes energy and resource recovery; and establishing an affirmative procurement program
for procurement of recovered materials identified in the EPA guidelines.

t.  *Contract Work Hours and Safety Standards Act ("CWHS A") (30 U.S.C. 3701-3708):* SUBRECIPIENT agrees to comply with all applicable provisions of the CWHS A.


w.  *Uniform Relocation Act (24 CFR Part 92.353):* SUBRECIPIENT agrees to comply with all applicable provisions of the Uniform Relocation Act as set forth in 24 CFR Part 92.353.)

x.  *Prevailing Wages:  SUBRECIPIENT shall comply with any applicable labor regulations and all other State laws in connection with the work which compromise the Project, including if applicable, requirements relating to prevailing wages. SUBRECIPIENT agrees and acknowledges that it is the responsibility of the SUBRECIPIENT to obtain a legal determination, at SUBRECIPIENT’s sole cost and expenses as to whether prevailing wages must be paid for during the work. SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of and related to SUBRECIPIENT’s failure to comply with any and all applicable prevailing wage requirements. The indemnification obligations set forth herein shall survive the termination and expiration of this Agreement.*

11. **ENVIRONMENTAL CLEARANCES.** SUBRECIPIENT shall be responsible for obtaining any and all approvals, subsequent approvals, permits, environmental clearances in connection with any project funded with the Riverside County Contribution to the CVC Fund, in compliance with the California Environmental Quality Act, and including but not limited to, any and all applicable federal and state environmental laws and regulations.

12. **HOLD HARMLESS AND INDEMNIFICATION.** 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 from any liability 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
whatsoever arising from the performance of SUBRECIPIENT, its officers, agents, employees,
subcontractors, or representatives from this Agreement. SUBRECIPIENT shall defend, at its
sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation,
defense and settlements or awards, the Indemnitees in any claim or action based upon such
alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by SUBRECIPIENT,
SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice and
shall have the right to adjust, settle, or compromise any such action or claim without the prior
consent of COUNTY; provided, however, that any such adjustment, settlement or compromise
in no manner whatsoever limits or circumscribes SUBRECIPIENT’S indemnification to
COUNTY as set forth herein.

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.

The specified insurance limits required in this Agreement shall in no way limit or
circumscribe SUBRECIPIENT’S obligations to indemnify and hold harmless the COUNTY
herein from third party claims. The hold harmless and indemnification obligations set forth
herein shall survive the termination and expiration of this Agreement.

13. INSURANCE. Without limiting or diminishing the SUBRECIPIENT’S obligation
to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or
cause to be maintained, at its sole cost and expense, the following insurance coverage’s during
the term of this Agreement.

a. Workers’ Compensation:
If the SUBRECIPIENT has employees as defined by the State of California, the
SUBRECIPIENT shall maintain statutory Workers' Compensation Insurance (Coverage A) as
described 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.

b. **Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to,
property damage, liability for personal injury or property damage arising out of premises liability, contractual liability, products and completed operations liability, personal and
advertising injury, and cross liability coverage, covering claims which may arise from or out of
SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the County of
Riverside as Additional Insured. Policy’s limit of liability shall not be less than $1,000,000 per
occurrence combined single limit. If such insurance contains a general aggregate limit, it shall
apply separately to this agreement or be no less than two (2) times the occurrence limit.

c. **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 the County of
Riverside as Additional Insured.

d. **General Insurance Provisions - All lines:**

(i). Any insurance carrier providing insurance coverage hereunder shall be
admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)
unless such requirements are waived, in writing, by 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.
(ii). The 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 the COUNTY, and at the election of the Country's Risk Manager, SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(iii). SUBRECIPIENT shall cause SUBRECIPIENT’S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 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) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside 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 coverage’s 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.
(iv). It is understood and agreed to by the parties hereto that the SUBRECIPIENT’S insurance shall be construed as primary insurance, and the COUNTY’S insurance and/or deductibles and/or self-insured retention’s or self-insured programs shall not be construed as contributory.

(v). 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 or, the term of this Agreement, including any extensions thereof, exceeds three (3) 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 coverage’s 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.

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

(vii). The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

(viii). 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.

14. **FEDERAL REQUIREMENTS.** SUBRECIPIENT shall comply with the applicable regulations found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Act, the Final Rule and 31 CFR Part 35 (defined above as the “ARPA Rules”). SUBRECIPIENT shall pass down all applicable regulations found in the ARPA Rules and 2 CFR Part 200 to all tiers of subcontractors, consultants, and subconsultants working under this Agreement.

15. **PROGRAM INCOME.** COUNTY may approve, at its sole and discretion, any request from SUBRECIPIENT to retain program income pursuant to 2 CFR Section 200.307.

16. **INDEPENDENT CAPACITY.** The SUBRECIPIENT is, for purposes relating to
this Agreement, an independent contractor and shall not be deemed an employee, officer, or
agent of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT
(including its employees, agents and subcontractor’s) shall in no event be entitled to any benefits
to which the COUNTY employees are entitled, including but not limited to overtime, any
retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
There shall be no employer-employee relationship between the parties; and the SUBRECIPIENT
shall hold the COUNTY harmless from any and all claims that may be made against the
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 the
SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of
the COUNTY merely as to the results to be accomplished and not as to the means and methods
for accomplishing the results.

17. NONDISCRIMINATION. SUBRECIPIENT agrees to abide by and include in any
subcontracts, subgrants, contracts, loans, or cooperative agreements to perform work under this
Agreement, the following clause:

"During the performance of this Agreement SUBRECIPIENT and its subcontractors shall
not unlawfully discriminate against any employee or applicant for employment because of
race, religion, color, national origin, ancestry, physical disability, medical condition,
marital status, age (over 40) or sex. SUBRECIPIENT and subcontractors shall insure that
the evaluation and treatment of their employees and applicants for employment are free of
such discrimination. SUBRECIPIENT and subcontractors shall comply with the
provisions of the Fair Employment and Housing Act (California Government Code Section
12900 et seq.). The applicable regulations of the Fair Employment and Housing
Commission implementing California Government Code Section 12990 et seq., set forth
in Chapter 1 of Division 4.1 of Title 2 of the California Administrative Code are
incorporated into this Agreement by reference and made a part hereof as if set forth in full.
SUBRECIPIENT and its subcontractors shall give written notice of their obligations under
this clause to labor organizations with which they have a collective bargaining or other
agreement."

18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

a. SUBRECIPIENT and its assigns, employees, officers, agents, consultants, 
officers, subcontractors and appointed officials shall become familiar with and shall comply with 
the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal 
Awards (2 CFR Part 200).

b. The Subrecipient shall maintain a written code or standards of conduct that 
shall govern the performance of its officers, employees or agents engaged in the award and 
administration of contracts supported by Federal funds.

c. No employee, officer or agent of the Subrecipient shall participate in the 
selection, or in the award, or administration of, a contract supported by Federal funds if a conflict 
of interest, real or apparent, would be involved.

d. No covered persons who exercise or have exercised any functions or 
responsibilities with respect to Riverside County Contribution to the CVC Fund assisted 
activities, or who are in a position to participate in a decision-making process or gain inside 
information with regard to such activities, may obtain a financial interest in any contract, or have 
a financial interest in any contract, subcontract, or agreement with respect to activities assisted 
with the Riverside County Contribution to the CVC Fund funding, or with respect to the proceeds 
from activities assisted with Riverside County Contribution to the CVC Fund funding, either for 
themselves or those with whom they have business or immediate family ties, during their tenure 
or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” 
includes any person who is an employee, agent, consultant, officer, or elected or appointed 
official of the Grantee, the Subrecipient, or any designated public agency.

e. SUBRECIPIENT understands and agrees that no waiver or exception can 
be granted to the prohibition against conflict of interest except upon written approval of 
COUNTY.
f. Prior to any funding under this Agreement, SUBRECIPPIENT shall provide COUNTY with a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision-making process, exercise any functions or responsibilities, or gain inside information with respect to the Riverside County Contribution to the CVC Fund activities funded under this Agreement. SUBRECIPPIENT shall also promptly disclose to COUNTY any potential conflict, including even the appearance of conflict, that may arise with respect to the Riverside County Contribution to the CVC Fund activities funded under this Agreement.

g. Any violation of this section shall be deemed a material breach of this Agreement, and the Agreement shall be immediately terminated by the COUNTY.

19. LOBBYING. The SUBRECIPPIENT certifies to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

c. The undersigned shall require that the language of this certification be included in the award documents for all 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.

20. TERMINATION.

a. SUBRECIPIENT. SUBRECIPIENT may not terminate this Agreement except upon express written consent of COUNTY, pursuant to 2 CFR Section 200.339 (a)(4).

b. COUNTY. Notwithstanding the provisions of Paragraph 20a, COUNTY may suspend or terminate this Agreement upon written notice to SUBRECIPIENT of the action being taken and the reason for such actions including but not limited to the following reasons:

(1) In the event SUBRECIPIENT fails to perform the covenants herein contained at such times and in such manner as provided in this Agreement; or

(2) In the event there is a conflict with any federal, state or local law, ordinance, regulation or rule rendering any of the provisions of this Agreement invalid or untenable; or

(3) In the event the Treasury Department’s SLFRF funding is terminated or otherwise becomes unavailable.

(4) If by September 24, 2024, SUBRECIPIENT does not expend the Riverside County Contribution to the CVC Fund for each project as an Eligible Use as defined under the ARPA Rules within the COUNTY’s sole and absolute determination, this Agreement shall self-terminate and any SLFRF funds drawn shall be returned within thirty (30) calendar days. Upon such termination, this Agreement shall become null and void, except for the provisions that survive the termination if this Agreement.

c. This Agreement may be terminated and/or funding suspended, in whole or in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall be based on the failure of the SUBRECIPIENT to materially comply with either the terms or conditions of this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to incur any costs
related thereto, or connected with, any area of conflict from which the COUNTY has determined
that suspension of funds is necessary.

d. Upon expiration of this Agreement, the SUBRECIPIENT shall transfer to
the COUNTY any Riverside County Contribution to the CVC Fund on hand at the time of
expiration of the Agreement as well as any accounts receivable held by SUBRECIPIENT which
are attributable to the use of Riverside County Contribution to the CVC Fund funds awarded
pursuant to this Agreement.

21. PUBLICITY. Any publicity generated by SUBRECIPIENT for the project funded
pursuant to this Agreement, during the term of this Agreement, will make reference to the
Riverside County Contribution to the CVC Fund.

22. PROGRAM MONITORING AND EVALUATION. SUBRECIPIENT shall be
monitored and evaluated in terms of its effectiveness and timely compliance with the provisions
of this Agreement and the effective and efficient achievement of the goals of the Riverside County
Contribution to the CVC Fund, as set forth in Exhibit A, and in compliance with the ARPA Rules.
SUBRECIPIENT shall be monitored and evaluated in terms of its effectiveness and timely
compliance with the provisions of this Agreement and ARPA Rules. Monthly reports shall be due
on the twentieth (20th) day of each third month. The quarterly written reports shall include, but
shall not be limited to, the following data elements:

a. Title of program, listing of components, description of activities/operations.
The description shall include a statement on how each project funded under the CVC Fund is an
Eligible Use that meets the requirements of the ARPA Rules.

b. The projected cost of the loan through maturity, projected goals, indicated
numerically, and also the goals achieved (for each report period). In addition, identify by
percentage and description, the progress achieved towards meeting the specified goals;
additionally, identify any problems encountered in meeting goals.

c. The total number of affordable housing units that are assisted with the
SLFRF;
d. Total number of affordable housing units spurred;
e. The location of affordable housing units supported or spurred by city or unincorporated community;
f. Where the projects are in the development process;
g. Anticipated construction start date; and
h. Funding received to date from all sources.

23. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits hereto constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

24. SEVERABILITY. Each paragraph and provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

25. MINISTERIAL ACTS. The Director of the COUNTY’s Department of Housing, Homelessness Prevention, and Workforce Solutions or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by COUNTY.

26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of funding pursuant to this Agreement is the American Rescue Plan Act of 2021 (CFDA 21.023).

27. ASSIGNMENT. The SUBRECIPIENT shall not make any assignment or transfer in any other form with respect to this Agreement, without prior written approval of the COUNTY.

28. INTERPRETATION AND GOVERNING LAW. This Agreement and any disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and
common meaning to achieve the objectives and purposes of the parties hereto, and the rule of
construction to the effect that ambiguities are to be resolved against the drafting party shall not
be employed in interpreting this Agreement, all parties having been represented by counsel in
the negotiation and preparation hereof.

29. **WAIVER.** Failure by a party to insist upon the strict performance of any of the
provisions of this Agreement by the other party, or the failure by a party to exercise its rights
upon the default of the other party, shall not constitute a waiver of such party’s right to insist and
demand strict compliance by the other party with the terms of this Agreement thereafter.

30. **JURISDICTION AND VENUE.** Any action at law or in equity arising under this
Agreement or brought by a party hereto for the purpose of enforcing, construing or determining
the validity of any provision of this Agreement shall be filed only in the Superior Court of the
State of California, located in Riverside, California, and the parties hereto waive all provisions
of law providing for the filing, removal or change of venue to any other court or jurisdiction.

31. **AUTHORITY TO EXECUTE.** The persons executing this Agreement or exhibits
attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they
have the authority to execute this Agreement and warrant and represent that they have the
authority to bind the respective parties to this Agreement to the performance of its obligations
hereunder.

32. **EFFECTIVE DATE.** The effective date of this Agreement is the date the parties
sign the Agreement (the “Effective Date”). If the parties sign the Agreement on more than one
date, then the last date the Agreement is signed by a party shall be the Effective Date.

33. **COUNTERPARTS.** This Agreement may be signed by the different parties hereto
in counterparts, each of which shall be an original but all of which together shall constitute one
and the same agreement.

34. **FORCE MAJEURE.**

a. Performance by either party hereunder shall not be deemed to be in default where
delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires,
casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of a public or governmental agency or entity, or any causes beyond the control or without the fault of the party claiming an extension of time to perform.

b. An extension of time for any such cause (a “Force Majeure Delay”) shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) calendar days after it obtains knowledge of the event.

35. BINDING ON SUCCESSORS. SUBRECIPIENT, its heirs, assigns and successors in interest, shall be bound by all the provisions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

36. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended only by a writing signed by the duly authorized and empowered representatives of COUNTY and SUBRECIPIENT, respectively.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

COUNTY OF RIVERSIDE, a political subdivision of the State of California  
LIFT TO RISE, a California public benefit corporation

BY: ___________________________  
BY: ___________________________

Name: Heidi Marshall  
Title: Director HWS  
Name: Heather Vaikona  
Title: President & CEO

Date: ___________________________  
Date: ___________________________

APPROVED AS TO FORM:  
County Counsel

By: ___________________________  
Amrit P. Dhillon,  
Deputy County Counsel
II. SCOPE OF SERVICE

A. Activities

Subrecipient has executed a Subrecipient’s Agreement for the Use of Riverside County American Rescue Plan Act (ARPA) Funding for the Coachella Valley Catalyst Fund (the “Agreement”). Subrecipient shall use by September 30, 2024 the $2,000,000 grant of Coronavirus State and Local Fiscal Recover Funds (“SLRF”) to create a revolving loan fund for the pre-development, acquisition and/or development of at least three hundred (300) affordable housing units within the Coachella Valley with potential housing units located in Coachella (54), Thermal (100), Indian Wells (100), and Palm Desert (120), and to attract investment and spur further development. Additionally, the units funded by the SLRF shall be set aside for households making 80% or less of Area Median Income for the County of Riverside. Each of the projects funded with the SLRF shall be evidenced by a regulatory agreement or affordability covenant with a term of fifty-five (55) years recorded in the Official Records of the County of Riverside that substantially conforms to the Covenant Agreement attached as Exhibit B behind this exhibit.

The projects funded utilizing the SLRF shall be used only for Eligible Uses under ARPA Rules to cover “cost incurred” by the Subrecipient between March 3, 2021 and September 24, 2024. Subrecipient shall demonstrate to the County, in the County’s sole and absolute discretion, that any amount expended under the SLRF for each project is deemed fully expending, in compliance with the ARPA Rules that relate to loans. The definition of “ARPA Rules” shall have the same meaning as set forth in the Agreement.
B. Levels of Accomplishment – Goals and Performance Measures

Subrecipient anticipates supporting and spurring the development of at least 300 affordable housing units in accordance with the following performance schedule and as described above in Section A:

<table>
<thead>
<tr>
<th></th>
<th>Q1 (ends 3/31)</th>
<th>Q2 (ends 6/30)</th>
<th>Q3 (ends 9/30)</th>
<th>Q4 (ends 12/31)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
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<td>0</td>
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<td>2023</td>
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<td>50</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>2024</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>N/A</td>
</tr>
</tbody>
</table>

C. Subrecipient Capacity

By executing this Agreement, the Subrecipient certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with the SLFRF. Subrecipient shall immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact Subrecipient’s performance under this Agreement. Any changes in the above items are subject to the prior approval of the County.

D. Performance Monitoring

The County of Riverside will monitor the performance of the Subrecipient against goals and performance standards as stated above and in the Agreement. Substandard performance as determined by the County shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

E. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed $2,000,000. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require more detailed budget information, and Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by County.

<table>
<thead>
<tr>
<th>EXPENSE CATEGORY</th>
<th>BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverside County Contribution to the CVC Fund</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td>TOTAL BUDGET</td>
<td>$ 2,000,000</td>
</tr>
</tbody>
</table>
EXHIBIT A

The County will provide Subrecipient a one-time lump sum payment grant that will be used for all eligible expenses incurred on or after March 3, 2021.

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement as set forth in this Exhibit A and in the Agreement. Such records shall include, but not be limited to:

   i. Projected cost of any loans through maturity made to affordable housing projects utilizing the SLFRF;
   ii. Records providing a full description of each activity undertaken and how that activity is an Eligible Use under ARPA Rules;
   iii. Records demonstrating that each activity undertaken complies with the guidelines of the U.S. Treasury America Rescue Plan Act program and ARPA Rules; and
   iv. Financial records as required by 2 CFR 200.

2. Records Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Reserved.

4. Close-outs

The Subrecipient’s obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of
records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over the SLFRF, including program income.

5. **Audits & Inspections**

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, the Controller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits, the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
EXHIBIT B

Form of Covenant Agreement
NO FEE FOR RECORDING PURSUANT TO GOVERNMENT CODE SECTION 6103
Order No.
Escrow No.
Loan No.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of Riverside
Housing and Workforce Solutions
3403 10th Street, Suite 300
Riverside, CA 92501
Attn. XXXXX

SPACE ABOVE THIS LINE FOR RECORDERS USE

COVENANT AGREEMENT

This Covenant Agreement (this “Covenant”) is made and entered into as of the ____ day of ______________________, 202__, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), and LIFT TO RISE, a California public benefit corporation (“OWNER”).

RECITALS

WHEREAS, OWNER owns that certain real property located at ____________________________ in the County of Riverside, also identified as APN __________________ more specifically described in the legal description attached hereto as Exhibit A and incorporated herein by this reference (the “Property”); and

WHEREAS,______________, 2022 COUNTY and OWNER entered into that certain Subrecipient’s Agreement for the Use of County of Riverside American Rescue Plan Act (ARPA) Funding for the Coachella Valley Catalyst Fund dated ____________________, 202__ (the “Subrecipient’s Agreement” or “Agreement”) which provides grant funding for the creation of a revolving loan fund to respond to the COVID-19 public health emergency and its negative
economic impacts for the purpose of assisting low-income households and individuals
disproportionately impacted by the COVID-19 pandemic through the development, repair and
operation of affordable housing and services or programs to increase long-term housing security;
and

WHEREAS, the __________________________ will offer ______ (XX) units
restricted as (“ARPA-Assisted Units”) for occupancy by __________________________ whose
incomes are at or below 80% of the area median income for the County of Riverside (collectively,
the “Project”). <additional Project details>; and

WHEREAS, COUNTY is providing funding under the U.S. Department of the Treasury
(“Treasury Department”) Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) under
the American Rescue Plan Act of 2021 (Pub. L. 117-2) amending Title VI of the Social Security
Act (42 U.S.C. 801 et seq.) herein after “ARPA,” for the purposes of providing decent, safe, and
sanitary transitional housing to homeless individuals or individuals at risk of homelessness; and

WHEREAS, ARPA states that the SLFRF may be used “to respond to the public health
emergency with respect to COVID-19 of its negative economic impacts, including assistance to
households, small businesses and nonprofits”; and

WHEREAS, pursuant to 31 CFR Part 35(b)(3)(ii)(A)(5), one of the Eligible Uses (as
defined under ARPA) of the SLFRF is to respond to the public health emergency or its negative
economic impacts for the purpose of assisting low-income households and individuals
disproportionately impacted by the COVID-19 pandemic through the development, repair and
operation of affordable housing and services or programs to increase long-term housing security;
and

WHEREAS, pursuant to the ARPA Loan Agreement, COUNTY granted to OWNER
$2,000,000.00 derived from the SLFRF (“ARPA Loan”) as more fully described in the
Subrecipient’s Agreement, to pay for a portion of the development expenses of the Project; and
WHEREAS, pursuant to the Subrecipient’s Agreement, OWNER has agreed to develop the Project on the Property and ensure the ARPA-Assisted Units are occupied by Qualified Individuals consistent with the ARPA Act, the Final Rule, and 31 CFR Part 35 and as set forth more specifically below; and

WHEREAS, the Project is an Eligible Use of the SLFRF because <add Eligible Use>;

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER, on behalf of itself and its successors, assigns, and each successor in interest to the Property or any part thereof, hereby declares as follows:

1) **RESTRICTIONS.** The recitals set forth above are true and correct and incorporated herein. This Covenant shall continue in full force and effect for the later of (i) fifty-five (55) years from the recordation of the Covenant for the last building for which construction is completed for the Project on the Property, or (ii) July 1, 2077 (“Term” or “Affordability Period”). For the duration of the Term, the Property shall be held, sold and conveyed, subject to the following covenants, conditions, and restrictions:

   a) The ARPA-Assisted Units shall be made available only to incomes are at or below 80% of the area median income for the County of Riverside, at the time of initial occupancy as set forth above. Rent for the ARPA-Assisted Units including utilities shall not exceed 30% of the household income.

   b) OWNER shall comply with the terms of the ARPA Rules (as defined in the Subrecipient’s Agreement), Subrecipient’s Agreement, and any other instrument secured against the Property.

2) **SENIOR PRIORITY.** Notwithstanding anything to the contrary contained in the Subrecipient’s Agreement, including any of its attachments, this Covenant shall be in a priority lien position and senior to all other security instruments.

3) **COMPLIANCE WITH LAWS AND REGULATIONS.** During the Term of this
Covenant, OWNER, for itself and on behalf of its successors and assigns, shall adhere to and comply with all federal, state and local laws, regulations and ordinances, including, but not limited to the following:

a) ARPA, the SLRF, the Final Rule, as amended from time to time, and 31 CFR Part 35 ("ARPA Rules") and applicable provisions of 2 CFR Part 200;

b) Other Federal requirements and nondiscrimination. OWNER is required to follow the nondiscrimination and equal opportunity under Section 282 of the Act; disclosure; debarred, suspended, or ineligible contractors; and drug-free workplace.

c) Affirmative marketing and minority outreach program. OWNER must adopt affirmative marketing procedures and requirements. These must include:

   i) Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups).

   ii) Requirements and practices that OWNER must adhere to in order to carry out the affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster).

   iii) Procedures to be used by OWNER to inform and solicit applications from persons in the housing market area who are not likely to apply without special outreach (e.g., use of community organizations, employment centers, fair housing groups, or housing counseling agencies).

   iv) Records that will be kept describing actions taken by OWNER to affirmatively market units and records to assess the results of these actions.

   v) A description of how OWNER will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative
marketing requirements are not met.

4) OWNER must prescribe procedures to establish and oversee a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by OWNER with such persons or entities, public and private, in order to facilitate the activities of COUNTY to provide affordable housing authorized under this Act or any other Federal housing law.

5) MAINTENANCE OF THE IMPROVEMENTS. OWNER, on behalf of itself and its successors, assigns, and each successor in interest to the Property and Project or any part thereof hereby covenants to and shall protect, maintain, and preserve the Property in compliance with all applicable federal and state law and regulations and local ordinances. In addition, OWNER, its successors and assigns, shall maintain the improvements on the Property in the same aesthetic and sound condition (or better) as the condition of the Property at the time of the recordation of the Covenant for the Project, reasonable wear and tear excepted. This standard for the quality of maintenance of the Property shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings on a regular program and prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices
in good working order. In the event OWNER, its successors or assigns fails to maintain the
Property in accordance with the standard for the quality of maintenance, COUNTY or its designee
shall have the right but not the obligation to enter the Property upon reasonable notice to OWNER,
correct any violation, and hold OWNER, or such successors or assigns responsible for the cost
thereof, and such cost, until paid, shall constitute a lien on the Property.

6) NONDISCRIMINATION. OWNER shall not discriminate on the basis of race,
gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation,
selection, hiring or treatment of any contractors or consultants, to participate in
subcontracting/subconsulting opportunities. OWNER understands and agrees that violation of this
clause shall be considered a material breach of this Covenant and may result in termination,
debarment or other sanctions. This language shall be incorporated into all contracts between
OWNER and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers.
OWNER shall comply with the provisions of the California Fair Employment and Housing Act
(Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), as
amended, and all Administrative Rules and Regulations issued pursuant to said Acts and Orders
with respect to its use of the Property.

7) OWNER herein covenants by and for itself, its successors and assigns, and all
persons claiming under or through them, that this Covenant is made and accepted upon and subject
to the following conditions: There shall be no discrimination against or segregation of any person
or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the
Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and
paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code,
in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall
the transferee itself or any person claiming under or through him or her, establish or permit any
such practice or practices of discrimination or segregation with reference to the selection, location,
number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.
8) OWNER, its successors and assigns, shall refrain from restricting the rental, sale, or lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and contract entered into with respect to the Property, or any portion thereof, after the date of this Covenant shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any
such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land."

In addition to the obligations and duties of OWNER set forth herein, OWNER shall, upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or defending any discrimination claim brought by any third party and/or local, state or federal government entity, arising out of or in connection with the Subrecipient’s Agreement or this Covenant.

9) **INSURANCE.** Without limiting or diminishing OWNER’s obligation to indemnify or hold COUNTY harmless, OWNER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage’s during the term of this Covenant.

a) **Worker’s Compensation Insurance.** If OWNER has employees as defined by the State of California, OWNER shall maintain statutory Workers’ Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers’ Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of
b) **Commercial General Liability Insurance.** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of OWNER's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Covenant or be no less than two (2) times the occurrence limit.

c) **Vehicle Liability Insurance.** If vehicles or mobile equipment are used in the performance of the obligations under this Covenant, then OWNER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Covenant or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured or provide similar evidence of coverage approved by County's Risk Manager ("Risk Manager").

d) **General Insurance Provisions – All Lines.**

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by Risk Manager. If Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
(2) OWNER’s insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed $500,000 per occurrence such retentions shall have the prior written consent of Risk Manager. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of Risk Manager, OWNER’s carriers shall either: (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) OWNER shall cause OWNER’s insurance carrier(s) to furnish the County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by Risk Manager, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. OWNER shall not continue operations until COUNTY has been furnished Certificate(s) of Insurance and copies of endorsements and if requested, copies of policies of insurance including all endorsements and any and all other attachments as required herein. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for each policy and the Certificate of Insurance.

(4) It is understood and agreed to by the parties hereto that OWNER’s insurance shall be construed as primary insurance, and COUNTY’s insurance and/or deductibles and/or self-insured retention’s or self-insured programs shall not be construed as contributory.

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

   (6) OWNER shall pass down the insurance obligations contained herein to
all tiers of subcontractors.

   (7) OWNER agrees to notify COUNTY in writing of any claim by a third
party or any incident or event that may give rise to a claim arising from the performance of the
Covenant.

10) **HOLD HARMLESS/INDEMNIFICATION.** OWNER shall indemnify and hold
harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their
respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
agents and representatives (individually and collectively hereinafter referred to as Indemnitees)
from any liability whatsoever, based or asserted upon any services of OWNER, its officers,
employees, subcontractors, agents or representatives arising out of or in any way relating to this
Covenant, including but not limited to property damage, bodily injury, or death or any other
element of any kind or nature whatsoever arising from the performance of OWNER, its officers,
employees, subcontractors, agents or representatives Indemnitors from this Covenant. OWNER
shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost
of investigation, defense and settlements or awards, the Indemnitees in any claim or action based
upon such alleged acts or omissions. With respect to any action or claim subject to indemnification
herein by OWNER shall, at their sole cost, have the right to use counsel of their own choice and
shall have the right to adjust, settle, or compromise any such action or claim without the prior
consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in
no manner whatsoever limits or circumscribes OWNER’s indemnification to Indemnitees as set
forth herein. OWNER’s obligation hereunder shall be satisfied when OWNER has provided to
COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
or claim involved. The specified insurance limits required in this Covenant shall in no way limit
or circumscribe OWNER's obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve OWNER from indemnifying the Indemnitees to the fullest extent allowed by law. The indemnification set forth in this paragraph 14 shall survive the expiration and earlier termination of this Covenant.

11) **NOTICES.** All Notices provided for in this Covenant shall be deemed received when personally delivered, or two (2) days following mailing by certified mail, return receipt requested. All mailing shall be addressed to the respective parties at their addresses set forth below, or at such other address as each party may designate in writing and give to the other party:

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director HWS</td>
<td>XXXXX</td>
</tr>
<tr>
<td>County of Riverside</td>
<td>c/o XXXXX</td>
</tr>
<tr>
<td>3403 10th Street, Suite 300</td>
<td>XXXXX</td>
</tr>
<tr>
<td>Riverside, CA 92501</td>
<td>XXXXX, CA XXXXX</td>
</tr>
</tbody>
</table>

12) **REMEDIES.** COUNTY shall have the right, in the event of any breach of any such agreement or covenant, to exercise all available rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

13) **TERM.** The non-discrimination covenants, conditions and restrictions contained in Section 6 of this Covenant shall remain in effect in perpetuity. Every other covenant, condition and restriction contained in this Covenant shall continue in full force and effect for the Term, as defined in **Section 1** of this Covenant.

14) **NOTICE AND OPPORTUNITY TO CURE.** Prior to exercising any remedies hereunder, COUNTY shall give OWNER notice of such default pursuant to section 11 above. Any monetary default shall be cured within ten (10) days of delivery of written notice. Except as otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within
thirty (30) days of delivery of such notice of default, OWNER shall have such period to effect a
cure prior to exercise of remedies by COUNTY. If the non-monetary default is such that it is not
reasonably capable of being cured within thirty (30) days of delivery of such notice of default, and
OWNER (a) initiates corrective action within said period, and (b) diligently, continually, and in
good faith works to effect a cure as soon as possible, then OWNER shall have such additional time
as is reasonably necessary to cure the default prior to exercise of any remedies by COUNTY; but
in no event no later than sixty (60) days from delivery of such notice of default, subject to force
majeure (including government restrictions, pandemics, and acts of God). COUNTY, upon
providing OWNER with any notice of default under this Covenant, shall, within a reasonable time,
provide a copy of such default notice to a Permitted Lender who has given written notice to
COUNTY of its interest in the Property and Project. From and after such notice has been delivered
to a Permitted Lender and the Owner’s limited partner, such Permitted Lender shall have the same
period for remediying the default complained of as the cure period provided to OWNER pursuant
to this Section 14. COUNTY shall accept performance by a Permitted Lender or limited partner
of Owner as if the same had been done by OWNER.

15) If a violation of any of the covenants or provisions of this Covenant remains
uncured after the respective time period set forth in this Section 14, COUNTY and its successors
and assigns, without regard to whether COUNTY or its successors and assigns is an owner of any
land or interest therein to which these covenants relate, may institute and prosecute any
proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation
or to compel specific performance by OWNER of its obligations hereunder. No delay in enforcing
the provisions hereof as to any breach or violation shall impair, damage or waive the right of any
party entitled to enforce the provisions hereof or to obtain relief against or recover for the
continuation or repetition of such breach or violations or any similar breach or violation hereof at
any later time.

16) Any cure tendered by Owner's limited partner shall be accepted or rejected on the
same basis as if tendered by OWNER.

17) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY. OWNER hereby covenants and agrees not to sell, transfer, assign or otherwise dispose of the Project, the Property or any portion thereof, without obtaining the prior written consent of COUNTY, in its sole discretion. Any sale, assignment, or transfer of the Project or Property, shall be memorialized an assignment and assumption agreement the form and substance of which have been first approved in writing by COUNTY in its sole discretion. Such assignment and assumption agreement shall, among other things, provide that the transferee has assumed in writing and in full, and is reasonably capable of performing and complying with OWNER’s duties and obligations under the Subrecipient’s Agreement and this Covenant, provided, however OWNER shall not be released of all obligations under the Subrecipient’s Agreement and this Covenant.

18) AMENDMENTS OR MODIFICATIONS. This Covenant may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

20) BINDING EFFECT. The rights and obligations of this Covenant shall bind and inure to the benefit of the respective heirs, successors and assigns of the parties.

21) PERMITTED MORTGAGES. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or in any way impair the lien or charge of any deed of trust or mortgage permitted by the Subrecipient’s Agreement or the lien or charge of a deed of trust made by OWNER for the benefit
of any lender first approved in writing by COUNTY (each, a “Permitted Lender”) and nothing herein or in the Subrecipient’s Agreement shall prohibit or otherwise limit the exercise of a Permitted Lender’s rights and remedies thereunder, including a foreclosure or deed-in-lieu of foreclosure and subsequent transfer thereafter.

22) **SEVERABILITY.** In any event that any provision, whether constituting a separate paragraph or whether contained in a paragraph with other provisions, is hereafter determined to be void and unenforceable, it shall be deemed separated and deleted from the agreement and the remaining provisions of this Covenant shall remain in full force and effect.

23) **PROJECT MONITORING AND EVALUATION.**

   a) In addition to this Section 23, the Project shall be monitored and evaluated in conformance with the requirements and procedures as set forth in the ARPA

   b) **Inspections.** During the Affordability Period, COUNTY must perform on-site inspections of ARPA-Assisted Units to determine compliance with the property standards. The on-site inspections shall occur within twelve (12) months after Covenant Agreement and at least once every three (3) years thereafter during the Affordability Period. If there are observed deficiencies for any of the inspectable items in the property standards established by COUNTY, a follow-up on-site inspection to verify that deficiencies are corrected must occur within twelve (12) months. COUNTY may establish a list of non-hazardous deficiencies for which correction can be verified by third party documentation (e.g., paid invoice for work order) rather than re-inspection. Health and safety deficiencies must be corrected immediately. COUNTY must adopt a more frequent inspection schedule for properties that have been found to have health and safety deficiencies. The property owner must annually certify to COUNTY that each building and all ARPA-Assisted Units in the Project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property standards established by the participating jurisdiction. Inspections must be based on a statistically valid sample of units appropriate for the size of COUNTY ARPA-Assisted project.
24) **ACCESS TO PROJECT SITE.** Representatives of COUNTY shall have the right of access to the Property, upon 24 hours’ written notice to OWNER (except in the case of an emergency, in which case COUNTY shall provide such notice as may be practical under the circumstances), without charges or fees, during normal business hours to review the operation of the Project in accordance with this Covenant and the Subrecipient’s Agreement.

25) **COUNTERPARTS.** This Covenant may be signed by the different parties hereto in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

26) **Recitals.** The Recitals set forth above are true and correct and incorporated herein by this reference.

27) **This Covenant and the Subrecipient’s Agreement set forth and contain the entire understanding and agreement of the parties hereto. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements, which are not contained or expressly referred to within this Covenant, and the Subrecipient’s Agreement, including all amendments and modifications to the Subrecipient’s Agreement.**

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[Remainder of Page Intentionally Blank]

[SIGNATURES ON THE NEXT PAGE]
IN WITNESS WHEREOF, COUNTY and OWNER have executed this Covenant as of the dates written below.

COUNTY: COUNTY OF RIVERSIDE, a political subdivision of the State of California

OWNER: XXXXX, a California public benefit corporation

By: _____________________________ By: _____________________________
Heidi Marshall, Director HWS Name: XXXXX
Title: XXXXX

Date: ___________________________ Date: ___________________________

(Above signatures need to be notarized)

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____________________________
Deputy County Counsel

FORM

(COUNTY and OWNER signatures need to be notarized)
<CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT>
EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY
Notice of Exemption

To:  
☐ Office of Planning and Research  
For U.S Mail:  
P.O. Box 3044  
Sacramento, CA 95812-3044  

☐ Mervyn Manalo  
Phone: (951) 955-0774  

From:  
Public  
Agency: County of Riverside  
Street Address:  
4080 Lemon Street, Suite 400  
Riverside, CA 92501  

Contact:  
Phone:  

☑ County Clerk  
County of Riverside  
2724 Gateway Drive  
P.O. Box 751  
Riverside, CA 92502-0751  

☑ Lead Agency (if different from above):  
Address:  

SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the public Resources Code.  

State Clearinghouse Number (if submitted to State Clearinghouse):  

Subrecipient’s Agreement for the Use of Riverside County American Rescue Plan Act (ARPA) Funding for the  
Project Title: Coachella Catalyst Fund  

Project Location (include county): County of Riverside  

Project Description: Lift to Rise is proposing to utilize and administer a grant of $2,000,000 in American Rescue Plan Act (ARPA) funds allocated from California’s direct allocation of federal ARPA funds to the County under the American Rescue Plan Act of 2021 ((Pub. L. 117-2)) to create a revolving loan fund for the pre-development, acquisition, and development of at least 300 affordable housing units throughout the Coachella Valley in impacted communities as defined in ARPA by September 30, 2024, and to attract investment and spur further development. Additionally, the units funded by ARPA must be set aside for households making 80% or less of the area median income for the County of Riverside in which a regulatory agreement will be recorded for each of these projects for a term of 55 years.  

Project Sponsor: County of Riverside  

This is to advise that the County of Riverside Board of Supervisors approved the above project on  
☐ Lead agency or ☑ Responsible Agency  

May 24, 2022 (tentative date)  

Find that the Subrecipient Agreement for the Use of American Rescue Plan Act (ARPA) Funds for the Coachella Valley Catalyst Fund does not constitute a project under California Environmental Quality Act (CEQA) and Section 15004(b) of the CEQA Guidelines in that it does not vest any development rights or result in the physical change in the environment, requires a developer to comply with CEQA and obtain all land use entitlements from the local jurisdiction as the lead agency, and does not commit the lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA.  

Signature: (Public Agency) Juan Garcia  
Date: 5/18/22  
Title: Principal Development Specialist  

Date received for filing at OPR:  

(Non-signing party)
Increase in Appropriations:

21735-5501000000-536200 Contrib. To Non-County Agency $ 2,000,000

Increase in Estimated Revenues:

21735-5501000000-763520 Fed-American Rescue Plan Act $ 2,000,000