

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



ITEM: 3.30
(ID # 19374)

MEETING DATE:
Tuesday, August 30, 2022

FROM : HOUSING AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve a Grant in the Amount of \$2,500,000 Derived from County's ARPA Allocation; Approve the Forms of the Grant Agreement for the Use of American Rescue Plan Act (ARPA) Funds and the Covenant Agreement; and Authorize the Director of HWS to Execute the ARPA Grant Agreement, Covenant Agreement and Subsequent Subordination Agreements Related to Homekey Program Funds with Vista Dorada, L.P., for the Vista Dorada Permanent Supportive Housing Project Located in the City of Corona; District 2. [\$2,500,000 – 100% Federal ARPA Funds] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve a grant in the amount of \$2,500,000 derived from County's ARPA Allocation to pay construction, development and renovation costs for the Vista Dorada Permanent Supportive Housing Project located in the City of Corona for homeless and chronically homeless households affected by the COVID-19 pandemic;
2. Approve the attached forms of the Grant Agreement for the Use of American Rescue Plan Act (ARPA) Funds, including all attachments thereto (ARPA Grant Agreement), and the ARPA Covenant Agreement;

Continued on page 2

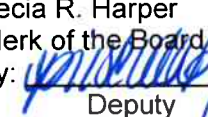
ACTION: Policy, 4/5 Vote Required

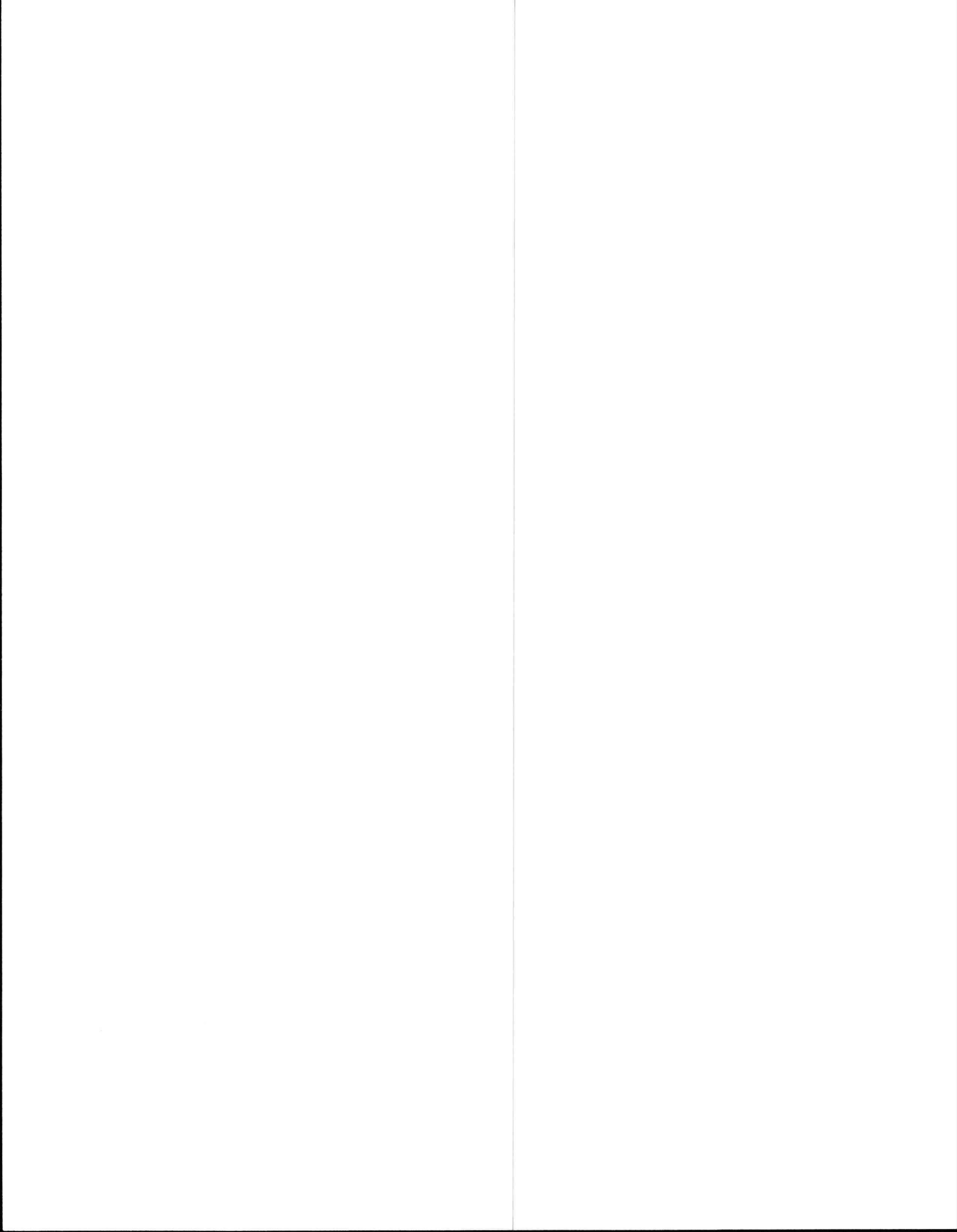

Heidi Marshall, Director 8/2/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 30, 2022
xc: HWS

Kecia R. Harper
Clerk of the Board
By: 
Deputy



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RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Director of the Housing and Workforce Solutions (HWS), or Designee, to execute the ARPA Grant Agreement and Covenant Agreement with Vista Dorada, L.P., substantially conforming in form and substance to the attached ARPA Grant Agreement and ARPA Covenant Agreement, to provide a grant in the total amount of \$2,500,000 with the term commencing upon signature of the parties and terminating the later of July 1, 2077 or fifty-five (55) years from the recordation of the ARPA Covenant Agreement, subject to approval as to form by County Counsel;

4. Authorize the Director of the HWS, or Designee, to take all necessary steps to implement the Grant Agreement and Covenant Agreement with Vista Dorada, L.P., including but not limited to, negotiating, approving, and signing subordination agreements related to Homekey Program Funds and any subsequent necessary and relevant documents, and to exercise the options of the agreements that conform to the intent of the agreements, subject to availability of fiscal funds and as approved as to form by County Counsel; and

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

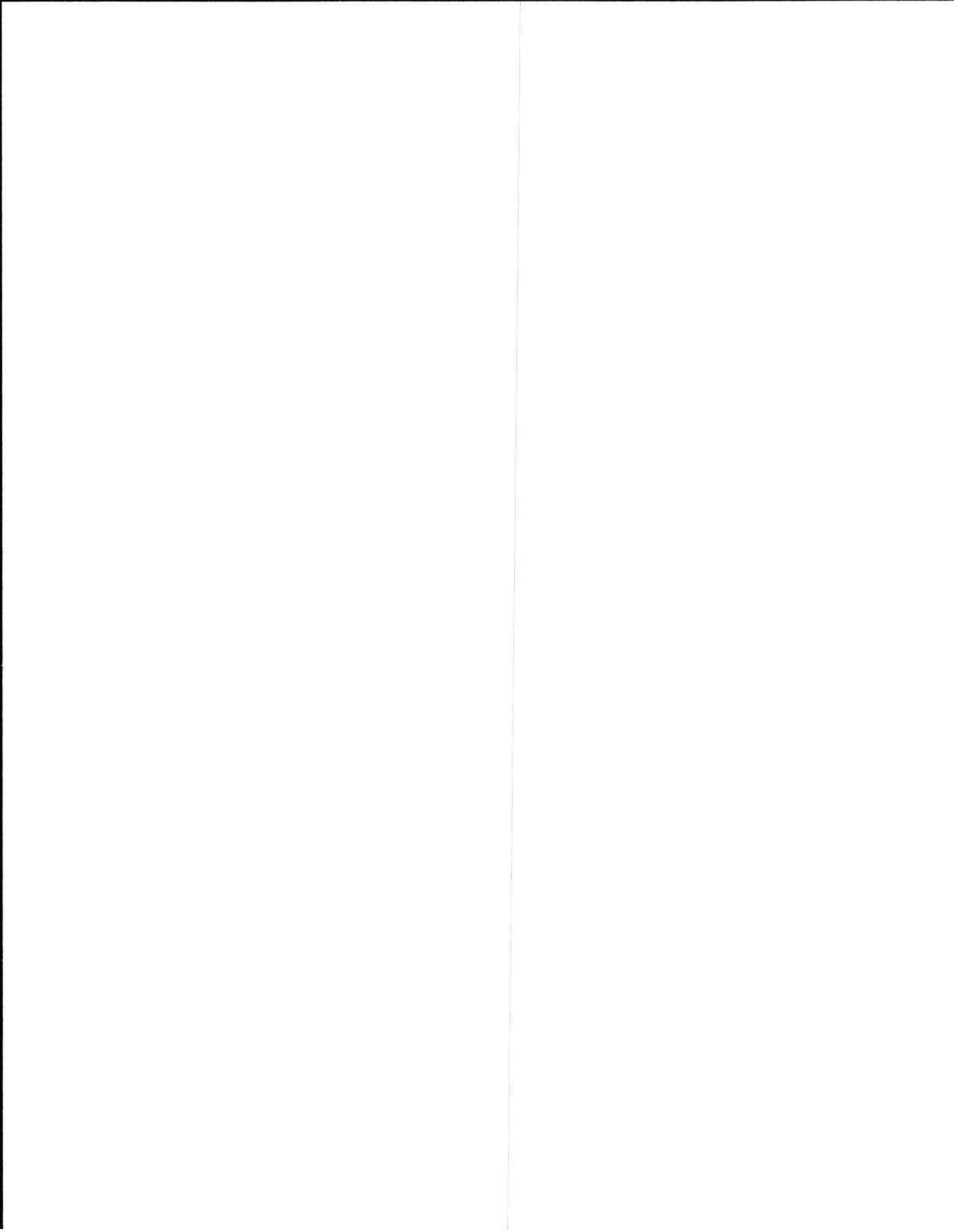
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$2,500,000	\$ 0	\$2,500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: American Rescue Plan Act (ARPA) Funds (100%)			Budget Adjustment: Yes	
			For Fiscal Year: 2022/2023	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On January 11, 2022 (Minute Order 3.19), in connection with Department of Housing and Community Development (HCD) Round 2 Notice of Funding Availability (NOFA) for Homekey grant funds, the County of Riverside Board of Supervisors approved Resolution No. 2022-024, authorizing the Department of Housing and Workforce Solutions to submit a joint Homekey application with Abode Communities in the amount of up to \$13,080,000 for the acquisition of the Ayres Hotel located at 1910 Frontage Road in the City of Corona for the purposes of converting it to 52 units of permanent supportive housing for individuals that are homeless or at risk of homelessness and impacted by COVID-19 ("Project or Vista Dorada"). The County of Riverside Board of Supervisors, as part of Resolution No. 2022-024, also approved matching funds in the amount of \$1,900,000 in American Rescue Plan Act (ARPA) Funds to increase the competitive tie breaker score of the Homekey application, subject to the satisfaction of certain conditions contained therein. Due to cost increase in construction material and labor, the



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proposed Project has a funding gap which HWS staff has been working with the developer to address. Staff is recommending increasing the County's contribution by \$600,000 for a total of \$2,500,000.

The Project was awarded \$11,949,900 in Homekey grant funds. Since all the conditions to funding set forth in Resolution No. 2022-024 have been satisfied, staff recommends that the Board approve the Grant Agreement for the Use of ARPA funds, including exhibits (ARPA Grant Agreement) between the County and Vista Dorada, L.P., a California Limited Partnership; a limited partnership formed and controlled by Abode Communities for the sole purpose of acquiring and operating the Ayres Hotel aka Vista Dorada. The grant of \$2,500,000 derived from ARPA funds will be used to pay a portion of the development and construction costs for the Project. The affordability of the 52 permanent supportive housing units will be secured by a regulatory agreement recorded on title for a period of 55 years (ARPA Covenant), attached hereto.

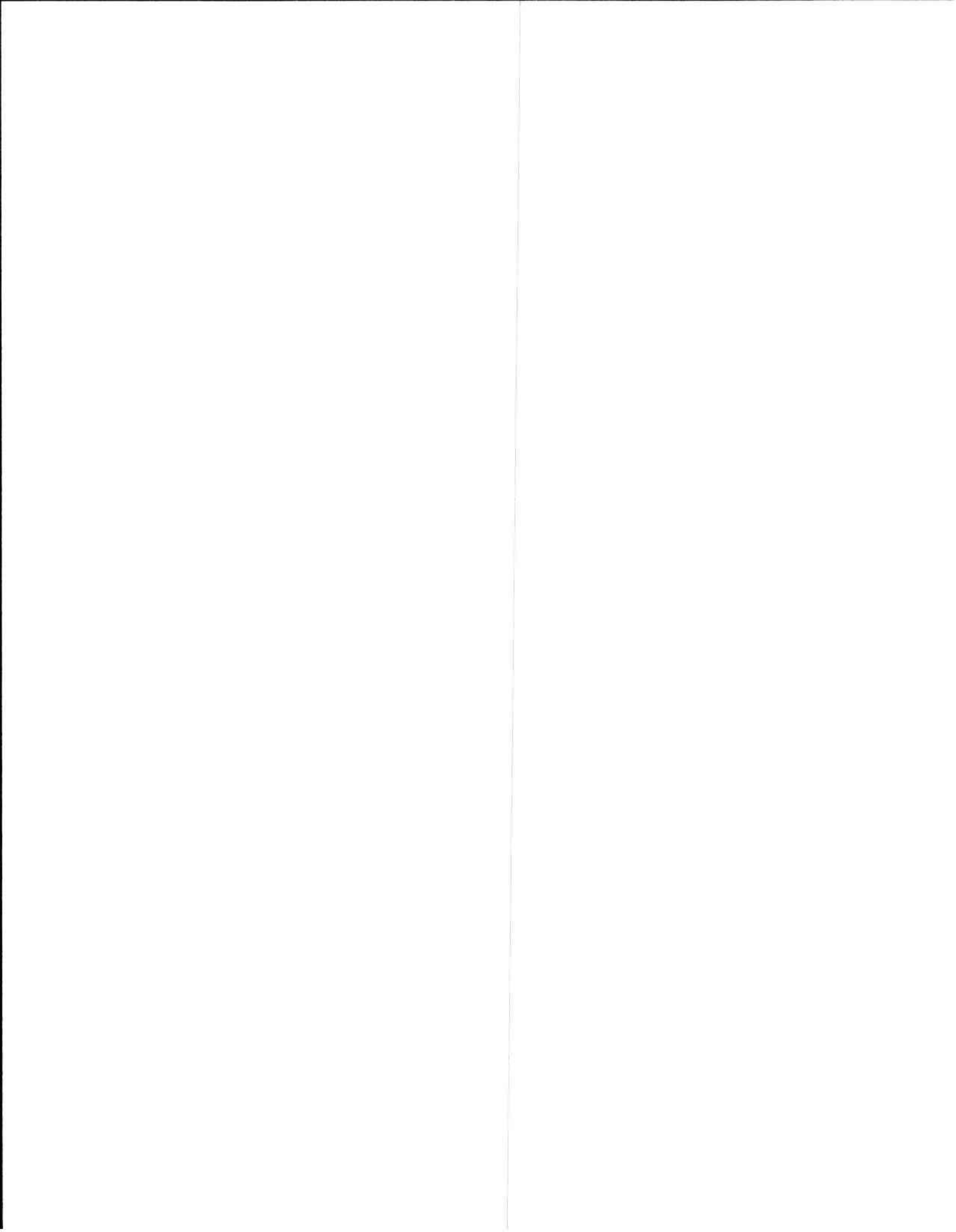
The Project was also awarded 52 Housing Choice Voucher Program (HCVP) Project Based Vouchers (PBVs) through a competitive Request for Proposals released by the Housing Authority of the County of Riverside on May 5, 2022. The Project will consist of 17 studio units and 36 one-bedroom units. All the units except for the manager's unit will be limited to households at or below 30% of the Area Median Income and subsidized by a Section 8 PBV. All the tenants will receive on-site, specific, targeted supportive services designed to help residents stabilize and thrive. There will be a community room where residents can receive services, host and attend meetings, access educational activities and other resources. Resident will also have access to a laundry room and an outdoor patio.

The total development cost for the proposed Project is estimated to be \$14,449,900 which will be funded by the Homekey Program grant from the State and the County ARPA grant. The terms of the proposed ARPA Grant and obligations of the Project owner are memorialized in the proposed Grant Agreement for the Use of ARPA Funds, including all exhibits, attached hereto (ARPA Grant Agreement).

County Counsel has reviewed and approved as to form the attached forms of the Grant Agreement for the Use of ARPA Funds and ARPA Covenant Agreement. Staff recommends that the Board approve the forms of the Grant Agreement for the Use of ARPA funds and Covenant Agreement.

Impact on Citizens and Businesses

The acquisition and rehabilitation of the hotel will have a positive impact on residents and businesses as it will provide needed affordable housing to homeless and chronically homeless individuals. The Project is also expected to create jobs in construction, property maintenance and property management.



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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. On October 19, 2021 (Minute Order 3.5), the Board of Supervisors allocated \$50,000,000 for the purpose of addressing homelessness through development of affordable housing and providing shelter. The \$50,000,000 allocated by the Board is to be divided evenly between each Supervisorial District, \$10,000,000 per district. The funding allocated by the Board was funding the County expects to receive as part of the American Rescue Plan Act of 2021 (Pub. L 117-2). These funds are to focus on projects and/or programs that serve as a pathway to transition into permanent housing with the necessary supporting infrastructure. An allowable eligible use of ARPA funds includes increasing transitional housing for those disproportionately affected by the COVID-19 pandemic.

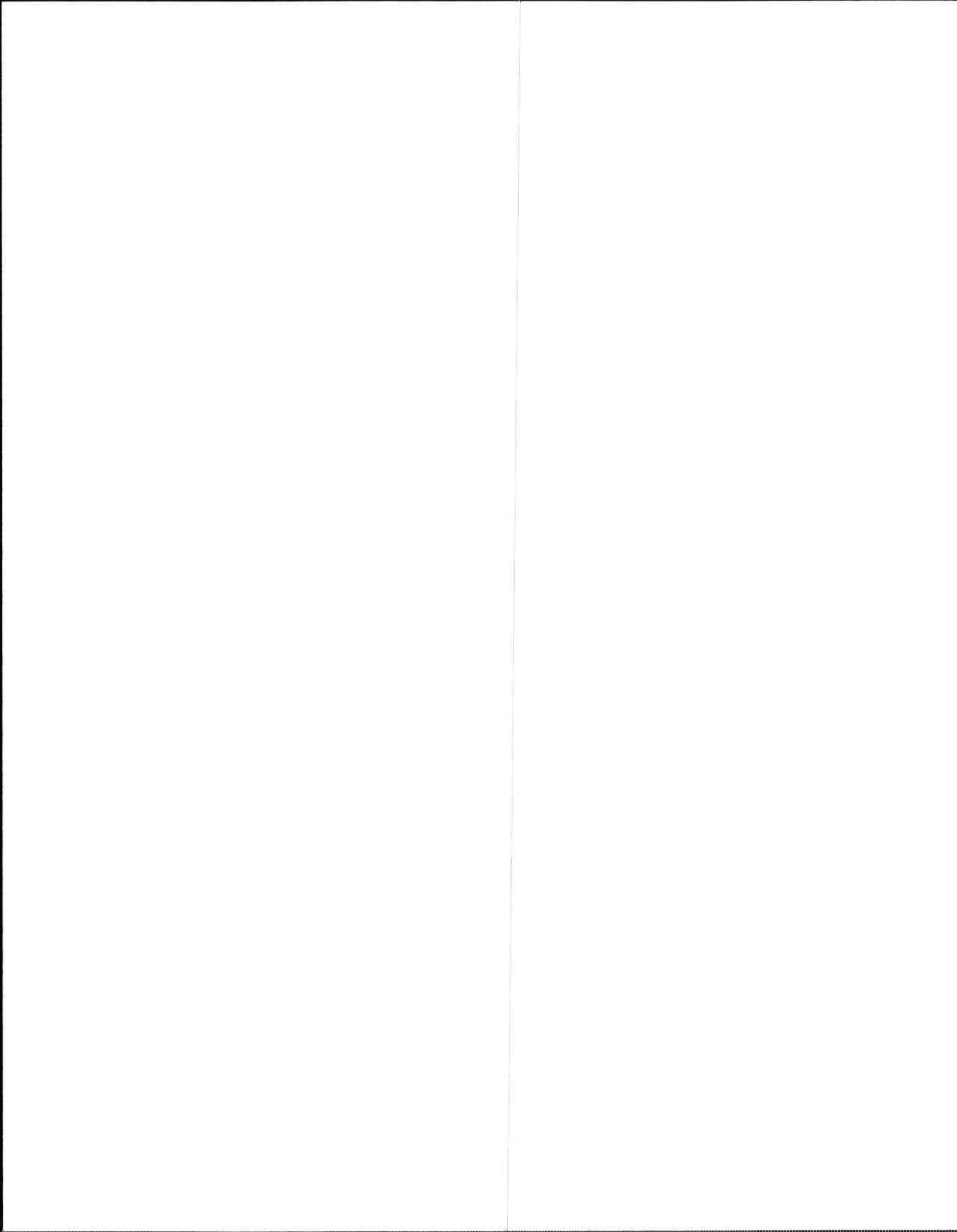
Attachments:

- Schedule A
- Form of the Grant Agreement for the Use of ARPA Funds, including all exhibits (Form of the Covenant Agreement)


Heydee Koury, Sr Accountant - Auditor 8/17/2022


Brianna Lontajo, Principal Management Analyst 8/19/2022


Cynthia M. Guanzel, Chief Deputy County Counsel 8/17/2022



SCHEDULE A
Housing and Workforce Solutions
Budget Adjustment
Fiscal Year 2022/2023
American Rescue Plan Act (ARPA)

Increase in Appropriations:

21735-5501000000-536200	Contrib. To Other Non-County Agency	\$2,500,000
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Increase in Estimated Revenues:

21735-5501000000-763520	Fed-American Rescue Plan Act	\$ 2,500,000
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1 NO FEE FOR RECORDING PURSUANT

2 TO GOVERNMENT CODE SECTION 6103

3 Order No.

4 Escrow No.

5 Loan No.

6 **RECORDING REQUESTED BY AND**
7 **WHEN RECORDED MAIL TO:**

8 County of Riverside

9 Housing and Workforce Solutions

10 3403 10th Street, Suite 300

11 Riverside, CA 92501

12 Attn: Juan Garcia

13 SPACE ABOVE THIS LINE FOR RECORDER'S USE

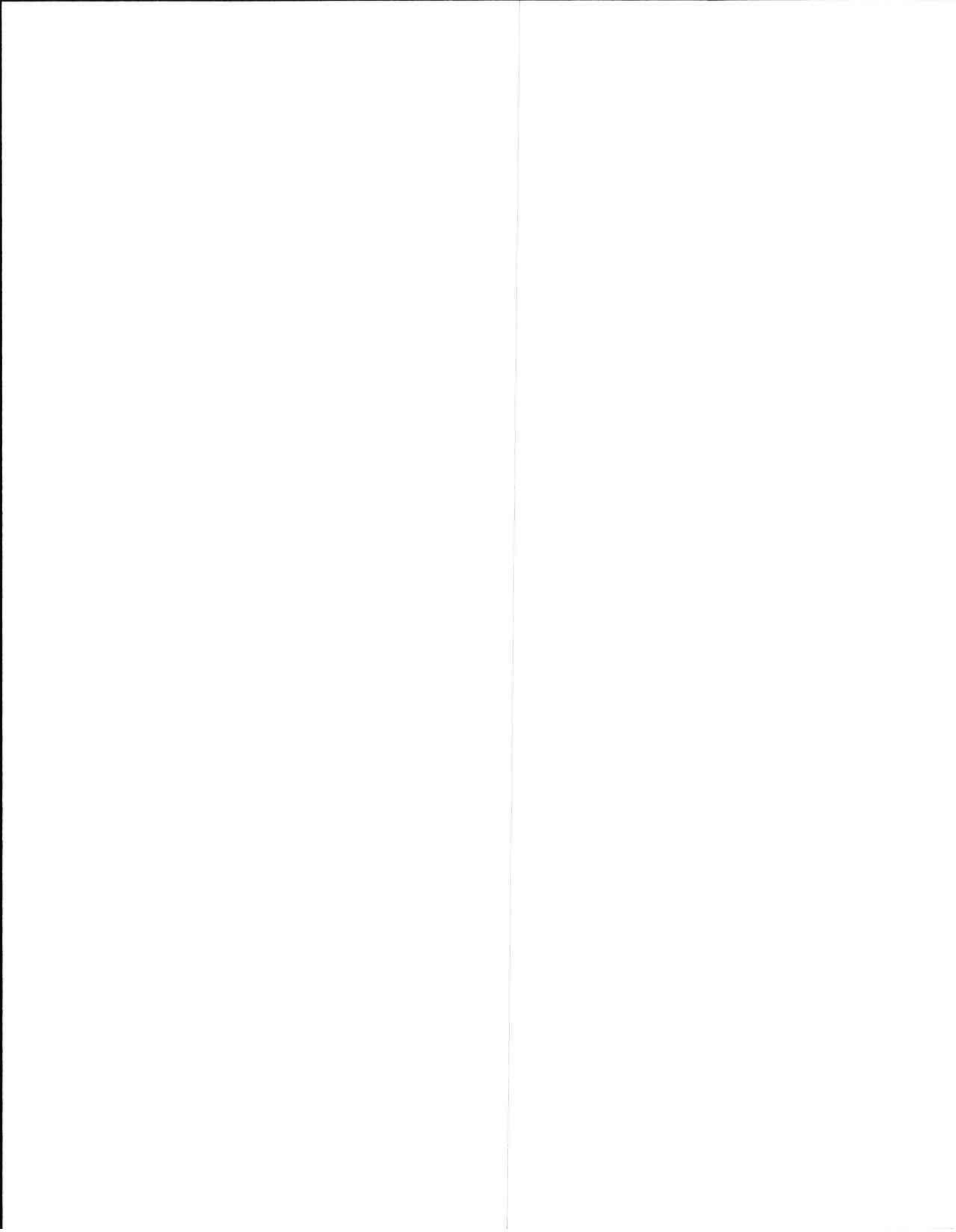
14 **GRANT AGREEMENT FOR THE USE OF**
15 **AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

16 This GRANT AGREEMENT FOR THE USE OF AMERICAN RESCUE PLAN ACT
17 FUNDS ("Agreement") by and between the COUNTY OF RIVERSIDE, a political subdivision
18 of the State of California ("COUNTY") and VISTA DORADA, L.P., A CALIFORNIA
19 LIMITED PARTNERSHIP ("GRANTEE"). The COUNTY and GRANTEE may be
20 individually referred to herein as a "Party" and collectively as the "Parties." This Agreement, for
21 the use of U.S. Department of the Treasury ("U.S. Treasury") Coronavirus State and Local Fiscal
22 Recovery Funds ("SLRF") under the American Rescue Plan Act of 2021 (Pub. L. 117-2),
23 amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter "ARPA" or the
24 "Act", is made and entered into as of the Effective Date (defined herein).

25 RECITALS

26 WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-
27 19 pandemic, President Joseph R. Biden into law the Act, and on January 6, 2022, the U.S.
28 Treasury 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



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

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

9 WHEREAS, GRANTEE is proposing to utilize SLFRF funds to pay a portion of the costs
10 to acquire a hotel formerly known as Ayres Suites Hotel in the City of Corona, California and
11 convert it into Vista Dorada, a permanent supportive housing project with fifty-two (52) units for
12 homeless and chronically homeless households and one manager’s unit (collectively, the
13 “Project”). The Project will be located at 1910 Frontage Rd., Corona, CA 92882 Assessor’s Parcel
14 Number: 102-250-054 (“Property”), as more specifically described in the legal description
15 attached hereto and incorporated herein as **Exhibit A**; and

16 WHEREAS, the purpose of this Agreement is for COUNTY to provide financial
17 assistance to GRANTEE in the maximum amount of Two Million Five Hundred Thousand
18 Dollars (\$2,500,000.00) consisting of SLFRF funds, to fund a portion of the rehabilitation costs
19 of the Property, as more fully described herein; and

20 WHEREAS, pursuant to 31 CFR Part 35.6, one of the Eligible Uses (as defined under
21 ARPA Rules) of the SLFRF funds is to respond to the public health emergency or its negative
22 economic impacts for the purpose of assisting low-income households and individuals
23 disproportionately impacted by the COVID-19 pandemic through the development, repair and
24 operation of affordable housing and services or programs to increase long-term housing security;

25 WHEREAS, the ARPA-assisted activities described herein comply with the Eligible Uses
26 under ARPA Rules in that they are necessary to assist populations experiencing food and housing
27 insecurity as a result of impacts due do to the COVID-19 public health emergency.
28

1 NOW, THEREFORE, based upon the foregoing Recitals and for good and valuable
2 consideration, the receipt and sufficiency of which is acknowledged by all Parties, the COUNTY
3 and GRANTEE hereby agree as follows:

4 1. PURPOSE. The aforementioned Recitals are true and correct and incorporated
5 herein by this reference. COUNTY has agreed provide a grant in the maximum total of Two
6 Million Five Hundred Thousand Dollars (\$2,500,000.00) in ARPA funds ("ARPA Grant") to
7 GRANTEE upon the satisfaction of the terms and conditions set forth herein, including but not
8 limited to the conditions precedent to distribution of the ARPA Grant set forth in **Section 11**
9 below. Subject also to **Sections 48** below, GRANTEE shall undertake and complete the ARPA
10 activities required herein and as set forth in **Exhibits A and A-1**, and shall utilize the ARPA
11 Grant, as required herein and pursuant to the ARPA Rules. GRANTEE shall serve people that
12 are experiencing homelessness or are chronically homeless as defined in Title 24 CFR Part 578.3
13 ("Qualified Population(s)").

14 2. GRANTEE'S OBLIGATIONS. Upon the commencement of the Effective Date
15 (defined in **Section 55** below), GRANTEE hereby agrees to undertake and complete the
16 following activities within the time period(s) set forth herein and in **Exhibit A-1**:

- 17 a. Satisfy the conditions precedent to distribution of the ARPA Grant set forth in
18 **Section 11** below.
- 19 b. Fund the Project in accordance with the timeline set forth in **Exhibit A and A-**
20 **1**.
- 21 c. Operate the Project in such a manner so that it will remain available to the
22 Qualified Population for the Affordability Period as defined in **Section 14**
23 below.
- 24 d. Maintain the Project in compliance with applicable local, state, federal laws,
25 codes and regulations, including but not limited to the ARPA rules, as further
26 described in **Section 17** below until the expiration of the Term of this
27 Agreement set forth in **Section 6** below, and the Affordability Period set forth
28

1 in **Section 14** below.

2 e. The SLFRF funds shall be used for only Eligible Uses under the ARPA Rules
3 and GRANTEE shall expend the SLFRF funds by July 1, 2023. GRANTEE
4 shall demonstrate to the COUNTY, in the COUNTY's sole and absolute
5 discretion, that the SLFRF funds are deemed fully expended in compliance
6 with the ARPA Rules.

7 3. RESERVED.

8 4. ARPA GRANT. Subject to GRANTEE's satisfaction of the conditions precedent
9 to disbursement of the ARPA Grant set forth in **Section 11** below, COUNTY shall distribute the
10 ARPA Grant to GRANTEE.

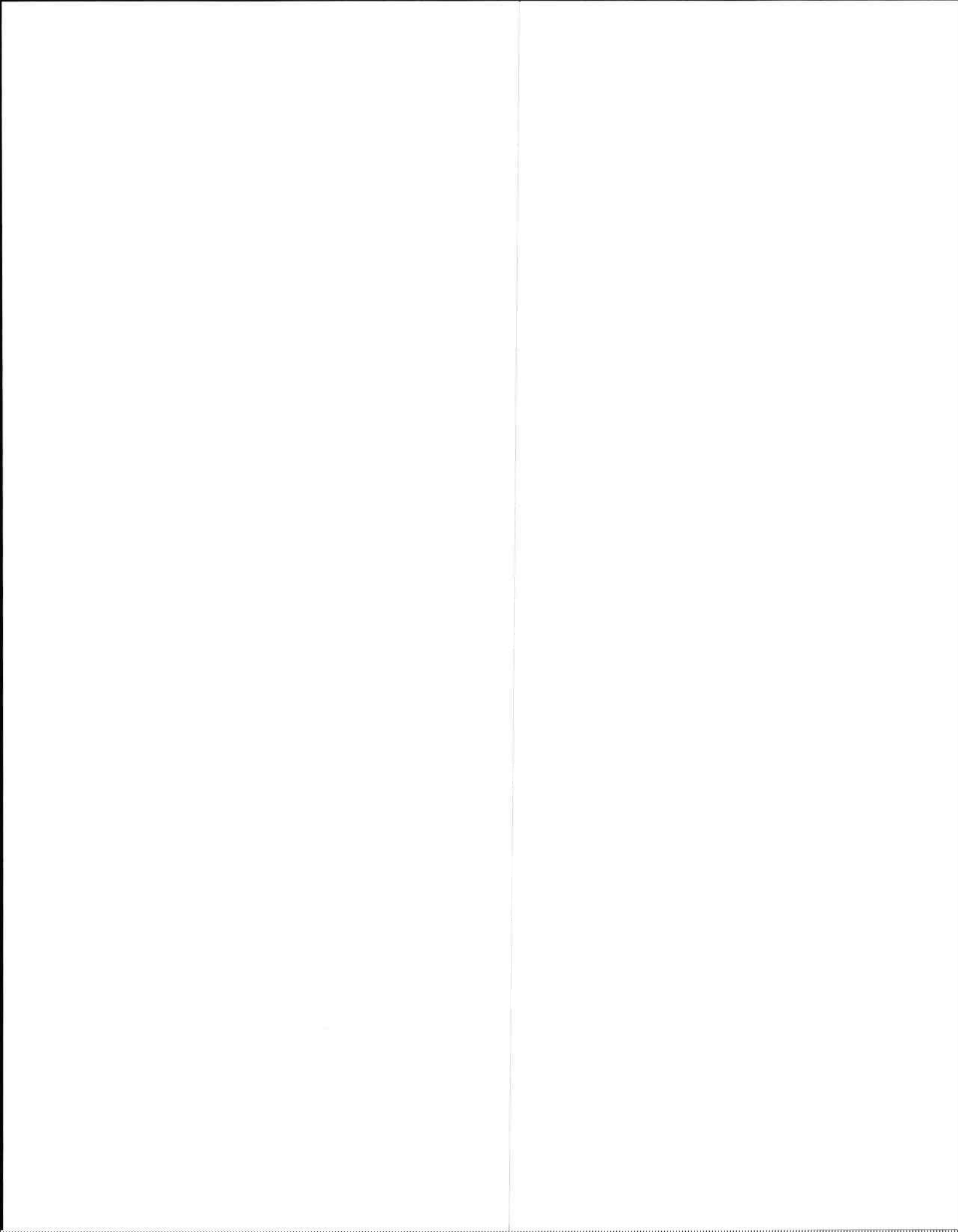
11 5. PRIOR COUNTY APPROVAL.

12 a. Except as otherwise expressly provided in this Agreement, approvals required
13 of the COUNTY shall be deemed granted by the written approval of the
14 Director of Housing and Workforce Solutions ("HWS"), or designee.
15 Notwithstanding the foregoing, the Director may, in his or her sole discretion,
16 refer to the governing body of the COUNTY any item requiring COUNTY
17 approval; otherwise, "COUNTY approval" means and refers to approval by
18 the Director of HWS, or designee.

19 b. The Director of HWS, or designee, shall have the right to make changes to the
20 attachments to this Agreement in order to ensure that all such attachments are
21 consistent with the terms and provisions of this Agreement.

22 6. TERM OF AGREEMENT. This Agreement shall become effective upon the
23 Effective Date, as defined in **Section 55** below, and unless terminated earlier pursuant to the
24 terms hereof, shall continue in full force and effect until the later to occur of (i) July 1, 2077 or
25 (ii) fifty-five (55) years from the recordation of the Covenant Agreement in the Official Records
26 for the Project ("Term of Agreement").

27 7. GRANTEE'S REPRESENTATIONS. GRANTEE represents and warrants to
28



1 COUNTY as follows:

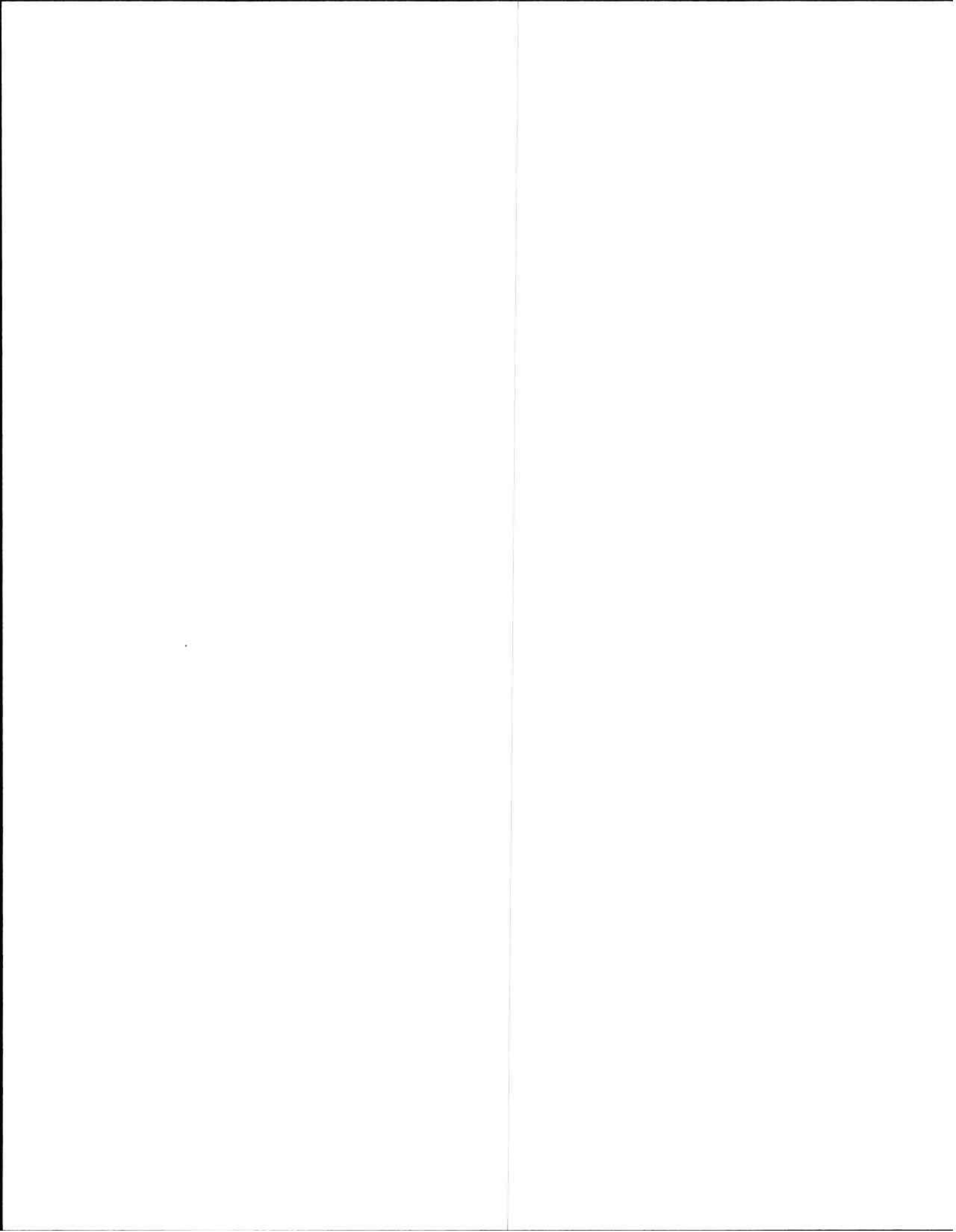
- 2 a. Authority. GRANTEE has full right, power and lawful authority to enter into
3 this Agreement and accept the ARPA Grant and undertake all obligations as
4 provided herein. The execution, performance, and delivery of this Agreement
5 by GRANTEE have been fully authorized by all requisite actions on the part
6 of GRANTEE.
- 7 b. No Conflict. To the best of GRANTEE's knowledge, GRANTEE's execution,
8 delivery and performance of its obligations under this Agreement will not
9 constitute a default or a breach under contract, agreement or order to which
10 GRANTEE is a party or by which it is bound.
- 11 c. No Bankruptcy. GRANTEE is not the subject of a bankruptcy proceeding.
- 12 d. Prior to Closing. GRANTEE shall, upon learning of any fact or condition
13 which would cause any of the warranties and representations in this **Section 7**
14 not to be true as of close of escrow, immediately give written notice of such
15 fact or condition to COUNTY. Such exception(s) to a representation shall not
16 be deemed a breach by GRANTEE hereunder but shall constitute an exception
17 which COUNTY shall have the right to approve or disapprove if such
18 exception would have an effect on the value and/or operation of the Project.

19 8. COMPLETION SCHEDULE. GRANTEE shall proceed consistent with the
20 Implementation Schedule set forth in **Exhibit A-1**, as such schedule may be amended, in
21 COUNTY's sole and absolute discretion, pursuant to **Section 10**, and subject to Force Majeure
22 Delays as defined in **Section 9**.

23 9. FORCE MAJEURE DELAYS. "Force Majeure" means event(s) beyond the
24 reasonable control of GRANTEE, and which could not have been reasonably anticipated, which
25 prevent(s) GRANTEE from complying with any of its obligations under this Agreement,
26 including, but not limited to: acts of God, acts of war, acts or threats of terrorism, civil disorders,
27 strikes, labor disputes, flood, fire, explosion, earthquake or other similar acts.

1 “Force Majeure Delay” is delay due to Force Majeure that, in each case, (i)
2 materially adversely affects the performance by GRANTEE of its obligations hereunder, (ii) is
3 not reasonably foreseeable and is beyond GRANTEE's reasonable control, (iii) despite the
4 exercise of reasonable diligence, cannot be prevented, avoided or removed by GRANTEE and
5 is not attributable to the negligence, willful misconduct or bad faith of GRANTEE, and (iv) is
6 not the result of the failure of GRANTEE to perform any of its obligations under this Agreement.
7 Notwithstanding the foregoing, a Force Majeure Delay shall not be deemed to have occurred
8 unless GRANTEE has notified COUNTY in writing of such occurrence within fifteen (15) days
9 after such occurrence, and has provided COUNTY with the details of such event and the length
10 of the anticipated delay within an additional fifteen (15) days thereafter. GRANTEE shall
11 diligently attempt to remove, resolve, or otherwise eliminate such event, keep COUNTY advised
12 with respect thereto, and shall commence performance of its obligations hereunder immediately
13 upon such removal, resolution or elimination. During the occurrence and continuance of a Force
14 Majeure Delay, GRANTEE shall be excused from performance of its obligations under this
15 Agreement to the extent the Force Majeure prevents GRANTEE from performing such
16 obligations.

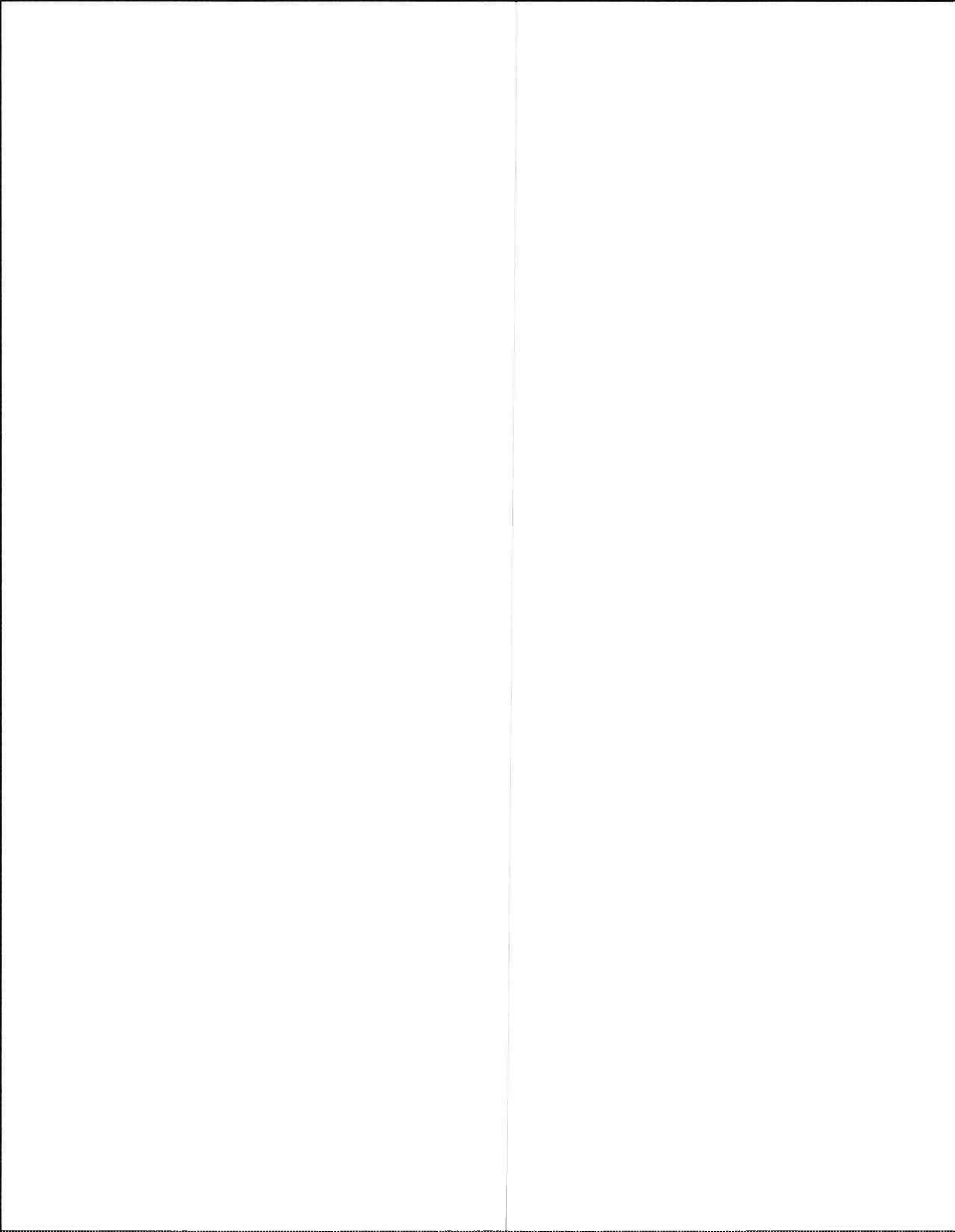
17 10. EXTENSION OF TIME. Subject to **Section 2(e)** above, COUNTY may, in its
18 sole and absolute discretion, grant an extension to the Implementation Schedule set forth in
19 **Exhibit A-1** for the purpose of completing GRANTEE's activities which cannot be completed
20 as outlined in **Exhibit A-1**. GRANTEE shall request said extension in writing, stating the
21 reasons therefore, which extension must be first approved in writing by the COUNTY in its sole
22 and absolute discretion. The Director of HWS, or designee, may extend all pending deadlines in
23 the Implementation Schedule on two (2) or fewer occasions, so long as the aggregate duration of
24 such administrative time extensions is no greater than ninety (90) days. Every term, condition,
25 covenant, and requirement of this Agreement shall continue in full force and effect during the
26 period of any such extension.



1 11. CONDITIONS PRECEDENT TO DISTRIBUTION OF ARPA GRANT FUNDS.

2 COUNTY, through its Department of HWS, shall disburse the ARPA Grant funds directly to
3 GRANTEE, subject to the conditions precedent set forth below. COUNTY shall not disburse
4 any ARPA Grant funds pursuant to this Agreement until the following conditions precedent have
5 been satisfied:

- 6 a. GRANTEE executes this Agreement and delivers to COUNTY for recordation
7 in the Official Records;
- 8 b. GRANTEE provides COUNTY with evidence of insurance as required herein;
- 9 c. RESERVED;
- 10 d. GRANTEE executes the Covenant Agreement, substantially conforming in
11 form and substance to the Covenant Agreement attached hereto and
12 incorporated herein as **Exhibit C**, in recordable form, and delivers to the
13 County of Riverside for recordation in the Official Records;
- 14 e. RESERVED;
- 15 f. RESERVED;
- 16 g. GRANTEE is not in default under the terms of this Agreement or any other
17 agreement related to the financing of the Project;
- 18 h. If Davis Bacon and/or prevailing wages are required to be paid, GRANTEE
19 hires a qualified professional firm to review and monitor Davis Bacon and/or
20 prevailing wage compliance for all submissions of contractors certified
21 payrolls to COUNTY. In the event that the Project requires prevailing wages,
22 GRANTEE shall comply with, and shall require its contractors and
23 subcontractors performing work on the Project, to pay prevailing wages, use a
24 skilled and trained workforce, and adhere to any applicable labor regulations
25 and all State laws in connection with the construction of the Project, including
26 but not limited to Article 1 (commencing with Section 1720) of Part 7 of
27 Division 2 of the Labor Code, and Chapter 2.9 (commencing with Section
28

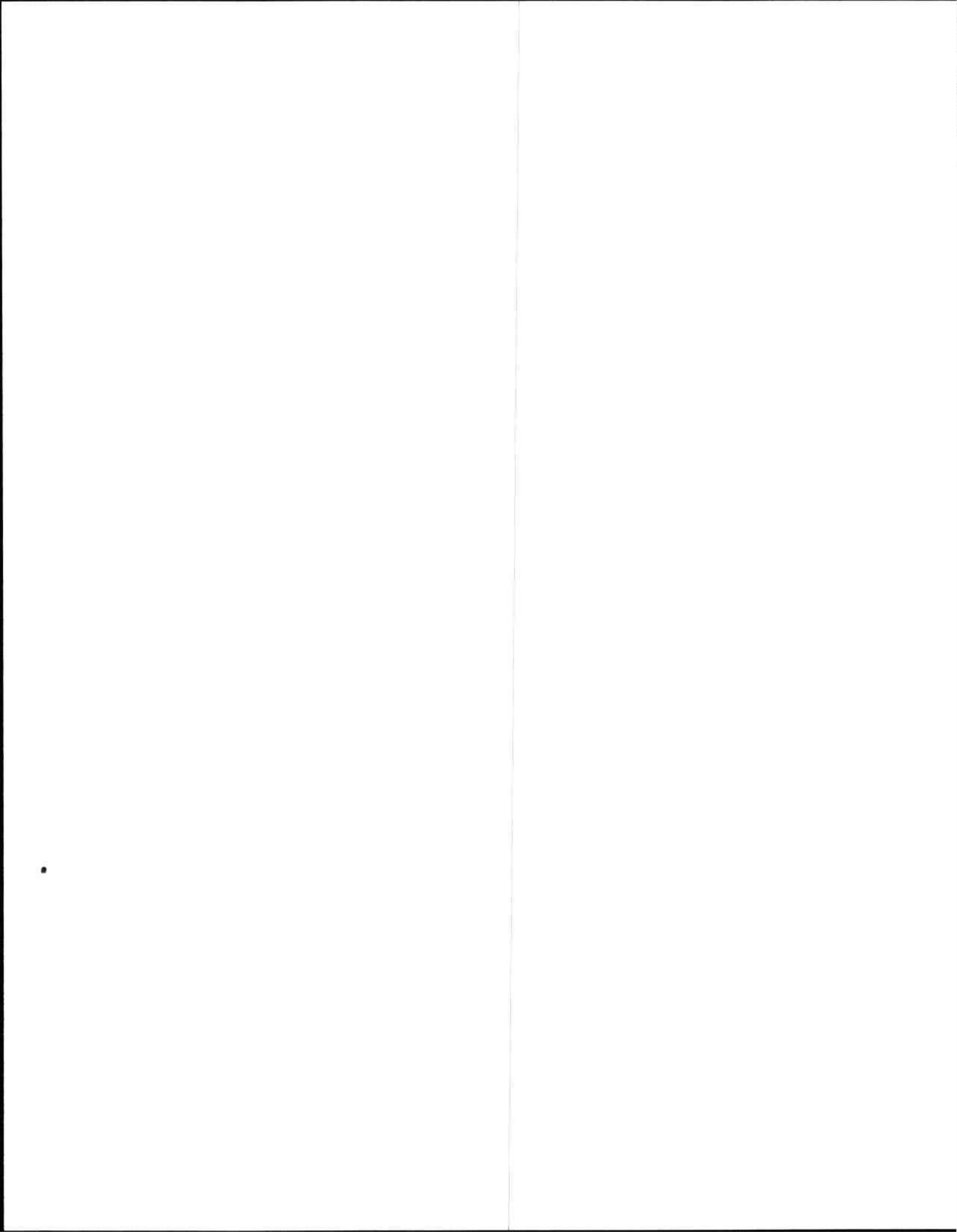


1 2600) of Part 1 of Division 2 of the Public Contract Code. GRANTEE agrees
2 and acknowledges that it is the responsibility of GRANTEE to obtain a legal
3 determination, at GRANTEE's sole cost and expense, as to whether prevailing
4 wages must be paid during the construction of the Project. If the Project is
5 subject to prevailing wages, then GRANTEE shall be solely responsible to pay
6 its contractors and subcontractors the required prevailing wage rates.
7 GRANTEE agrees to indemnify, defend, and hold COUNTY harmless from
8 and against any and all liability arising out of and related to GRANTEE's
9 failure to comply with any and all applicable Davis Bacon and/or prevailing
10 wage requirements;

- 11 i. GRANTEE agrees to verify that GRANTEE, and its principals, or any/all
12 persons, contractors, consultants, businesses, etc. ("Developer Associates"),
13 are conducting business with, are not presently debarred, proposed for
14 debarment, suspended, declared ineligible, or voluntarily excluded from
15 participation or from receiving federal contracts or federally approved
16 subcontracts or from certain types of federal financial and nonfinancial
17 assistance and benefits with the Excluded Parties Listing System ("EPLS").
18 EPLS records are located at www.sam.gov; and
- 19 j. GRANTEE shall search and provide a single comprehensive list of Developer
20 Associates (individuals and firms) and print and maintain evidence of the
21 search results of each Developer Associate as verification of compliance with
22 this requirement, as provided in **Exhibit D**, "Contractor Debarment
23 Certification Form", which is attached hereto and incorporated herein by this
24 reference.

25 GRANTEE agrees to submit the following documentation to COUNTY, 180 days from
26 execution of this Agreement:

- 27 1) Service Plan;
- 28



1 2) Management Plan; and

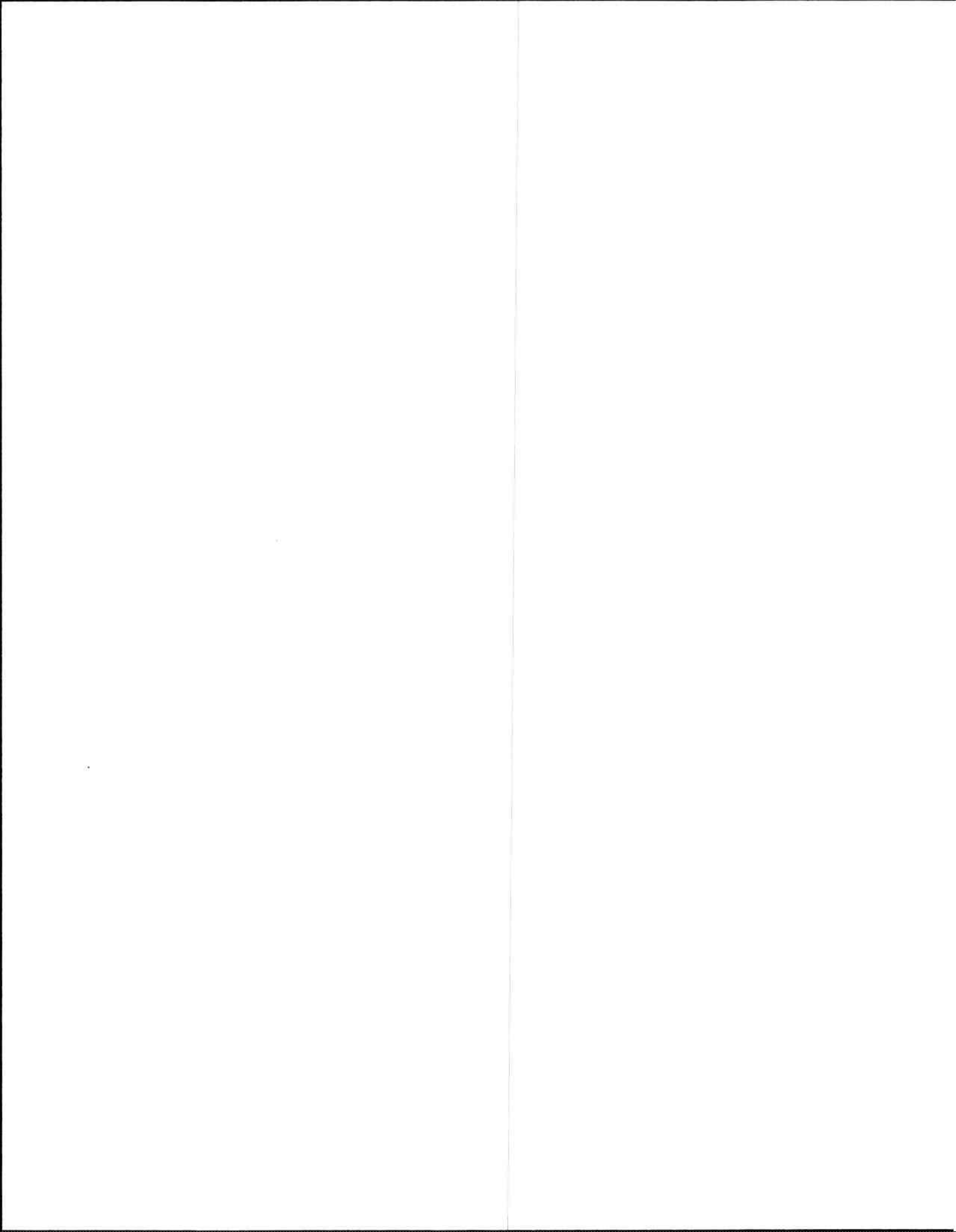
2 3) Funding commitments and sources and uses for the proposed modifications to
3 the existing buildings for the proposed intended use.

4 12. REALLOCATION OF FUNDS. If GRANTEE fails to utilize the funds by July 1,
5 2023, then GRANTEE shall be instructed to return any remaining ARPA Grant funds back to
6 the COUNTY after at least ten (10) days' prior written notice to GRANTEE. Upon such
7 reallocation and repayment of funds, this Agreement shall be terminated and be of no further
8 force and effect and GRANTEE shall be released and discharged from any obligations
9 hereunder, except as to those obligations which by their terms survive termination of this
10 Agreement.

11 13. DISTRIBUTION OF FUNDS. COUNTY'S Board of Supervisors shall determine
12 the final disbursement and distribution of all funds received by COUNTY under ARPA.
13 Disbursement of ARPA Grant shall occur upon the satisfaction of conditions set forth in **Section**
14 **11**. COUNTY shall pay GRANTEE in the form of funding draw requests with supporting
15 documents which specifically state how such funds will be expended. COUNTY shall promptly
16 review the funding draw request and supporting documentation, but in no event later than thirty
17 (30) days. COUNTY may require additional information from GRANTEE as may be necessary
18 and appropriate for COUNTY to make its determination as to allowable costs. COUNTY shall
19 deposit the sum specified in the funding draw requests into GRANTEE'S bank account upon
20 receipt of wire instructions.

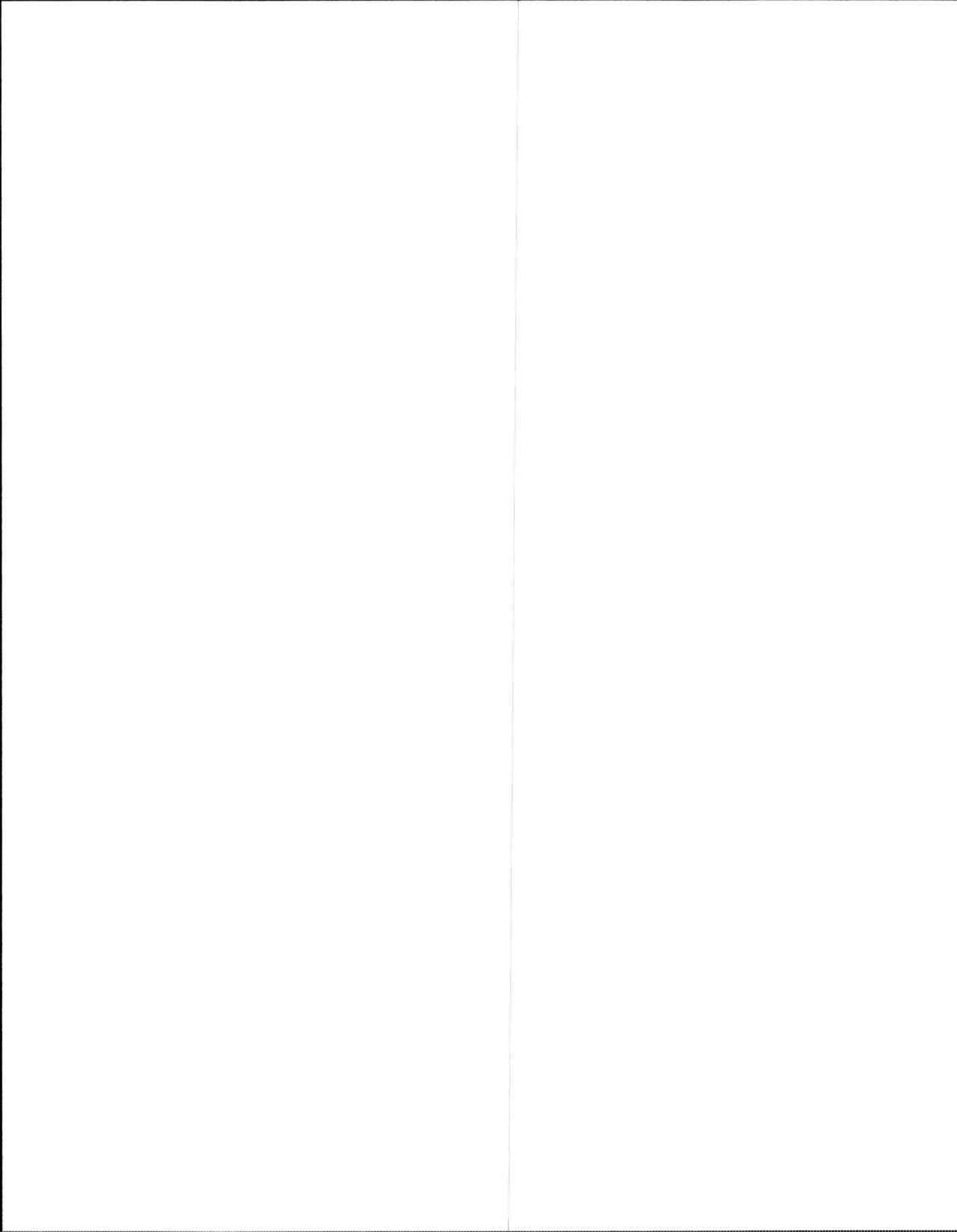
21 14. TERMS OF AFFORDABILITY. The COUNTY ARPA-Assisted Units shall
22 remain occupied and available to the Qualified Population, pursuant to **Section 18** below,
23 **Exhibit A**, and the Covenant Agreement attached hereto as **Exhibit C**, until the later of (i) fifty-
24 five (55) years from the recordation of the Covenant Agreement in the Official Records, or (ii)
25 July 1, 2077 ("Affordability Period").

26 15. INSURANCE. Without limiting or diminishing GRANTEE'S obligation to
27 indemnify or hold COUNTY harmless, GRANTEE or its general contractor for the Project
28



1 (“General Contractor”), shall procure and maintain or cause to be maintained, at its sole cost and
2 expense, the following insurance coverages during the Term of this Agreement.

- 3 a. Builder’s All Risk (Course of Construction) Insurance. GRANTEE shall
4 cause General Contractor to provide a policy of Builder’s All Risk (Course of
5 Construction) insurance coverage including (if the work is located in an
6 earthquake or flood zone or if required on financed or bond financing
7 arrangements) coverage for earthquake and flood, covering the COUNTY,
8 GRANTEE and every subcontractor, of every tier, for the entire Project,
9 including property to be used in the construction of the work while such
10 property is at off-site storage locations or while in transit or temporary off-site
11 storage. Such policy shall include, but not be limited to, coverage for fire,
12 collapse, faulty workmanship, debris removal, expediting expense, fire
13 department service charges, valuable papers and records, trees, grass,
14 shrubbery and plants. If scaffolding, false work and temporary buildings are
15 insured separately by the GRANTEE or others, evidence of such separate
16 coverage shall be provided to County prior to the start of the work. Such policy
17 shall be written on an all risk basis and a completed value form. Such policy
18 shall cover the full insurable value. Such policy shall also provide coverage
19 for temporary structures (on-site offices, etc.), fixtures, machinery and
20 equipment being installed as part of the work. GRANTEE shall be responsible
21 for any and all deductibles under such policy. Upon request by COUNTY,
22 GRANTEE shall declare all terms, conditions, coverages and limits of such
23 policy. Such policy shall name the COUNTY as a loss payee as their interest
24 may appear. If the County so provides, in its sole discretion, the All Risk
25 (Course of Construction) insurance for the Project, then GRANTEE shall
26 assume the cost of any and all applicable policy deductibles (currently,
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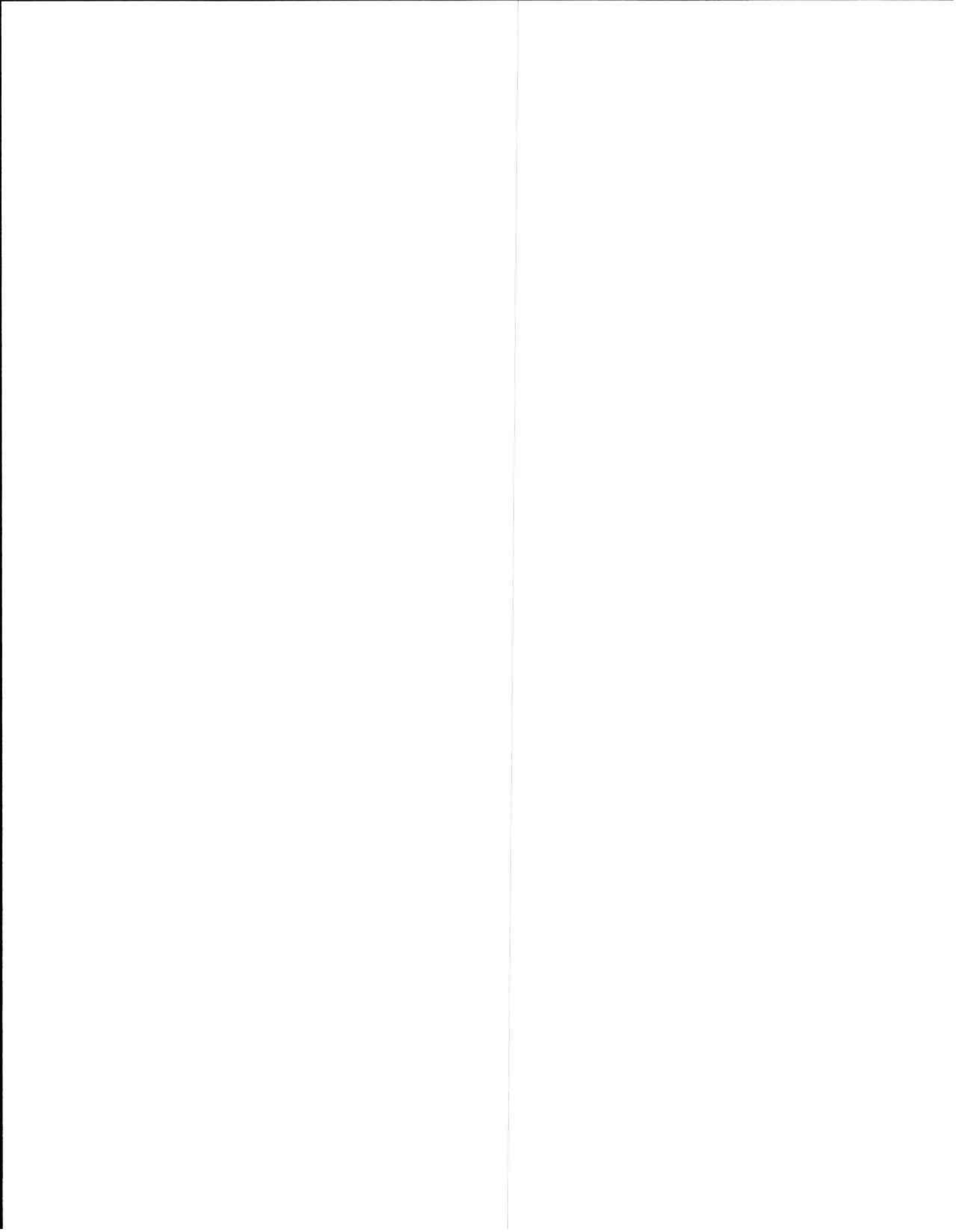


1 \$50,000 per occurrence) and shall insure its own machinery, equipment, tools,
2 etc. from any loss of any nature whatsoever.

3 b. Workers' Compensation Insurance. If GRANTEE or General Contractor have
4 employees as defined by the State of California, the CONTRACTOR shall
5 maintain statutory Workers' Compensation Insurance (Coverage A) as
6 prescribed by the laws of the State of California. Policy shall include
7 Employers' Liability (Coverage B) including Occupational Disease with limits
8 not less than \$1,000,000 per person per accident. The policy shall be endorsed
9 to waive subrogation in favor of The County of Riverside. Policy shall name
10 the COUNTY as Additional Insureds.

11 c. Commercial General Liability Insurance. Grantee shall maintain Commercial
12 General Liability insurance coverage, including but not limited to, premises
13 liability, unmodified contractual liability, products and completed operations
14 liability, personal and advertising injury, and cross liability coverage, covering
15 claims which may arise from or out of CONTRACTOR'S performance of its
16 obligations hereunder. Policy shall name the COUNTY as Additional Insured.
17 Policy's limit of liability shall not be less than \$2,000,000 per occurrence
18 combined single limit. If such insurance contains a general aggregate limit, it
19 shall apply separately to this agreement or be no less than two (2) times the
20 occurrence limit. Policy shall name the COUNTY as Additional Insureds.

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

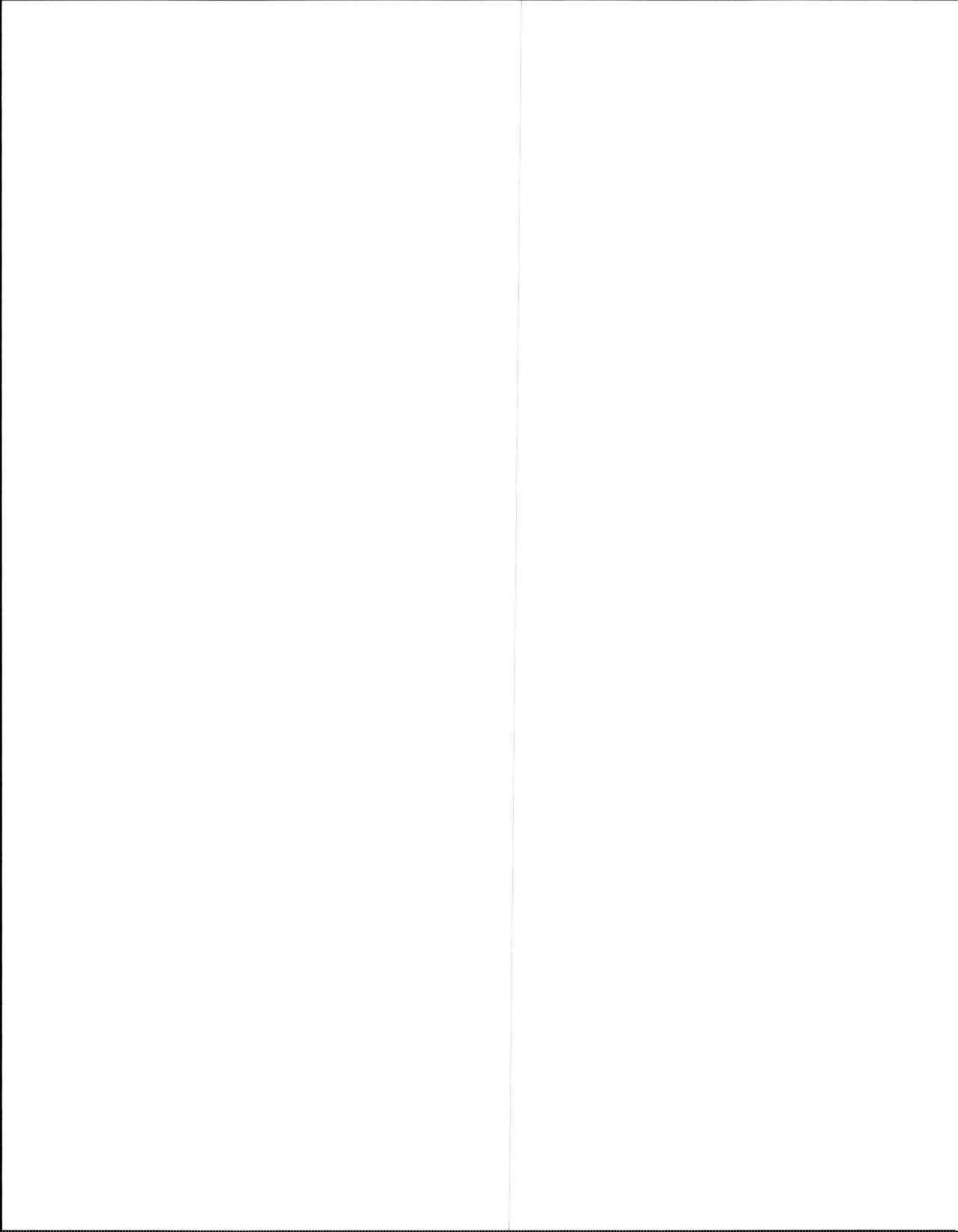


1 e. General Insurance Provisions – All Lines.

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

8 (ii) GRANTEE, or Grantee on behalf of General Contractor, must declare
9 its insurance self-insured retentions. If such self-insured retentions
10 exceed \$500,000 per occurrence such retentions shall have the prior
11 written consent of COUNTY Risk Manager before the commencement
12 of operations under this Agreement. Upon notification of self-insured
13 retention unacceptable to COUNTY, and at the election of COUNTY's
14 Risk Manager, GRANTEE's or General Contractor's, as applicable,
15 carriers shall either: (a) reduce or eliminate such self-insured retention
16 as respects this Agreement with COUNTY, or (b) procure a bond which
17 guarantees payment of losses and related investigations, claims
18 administration, and defense costs and expenses.

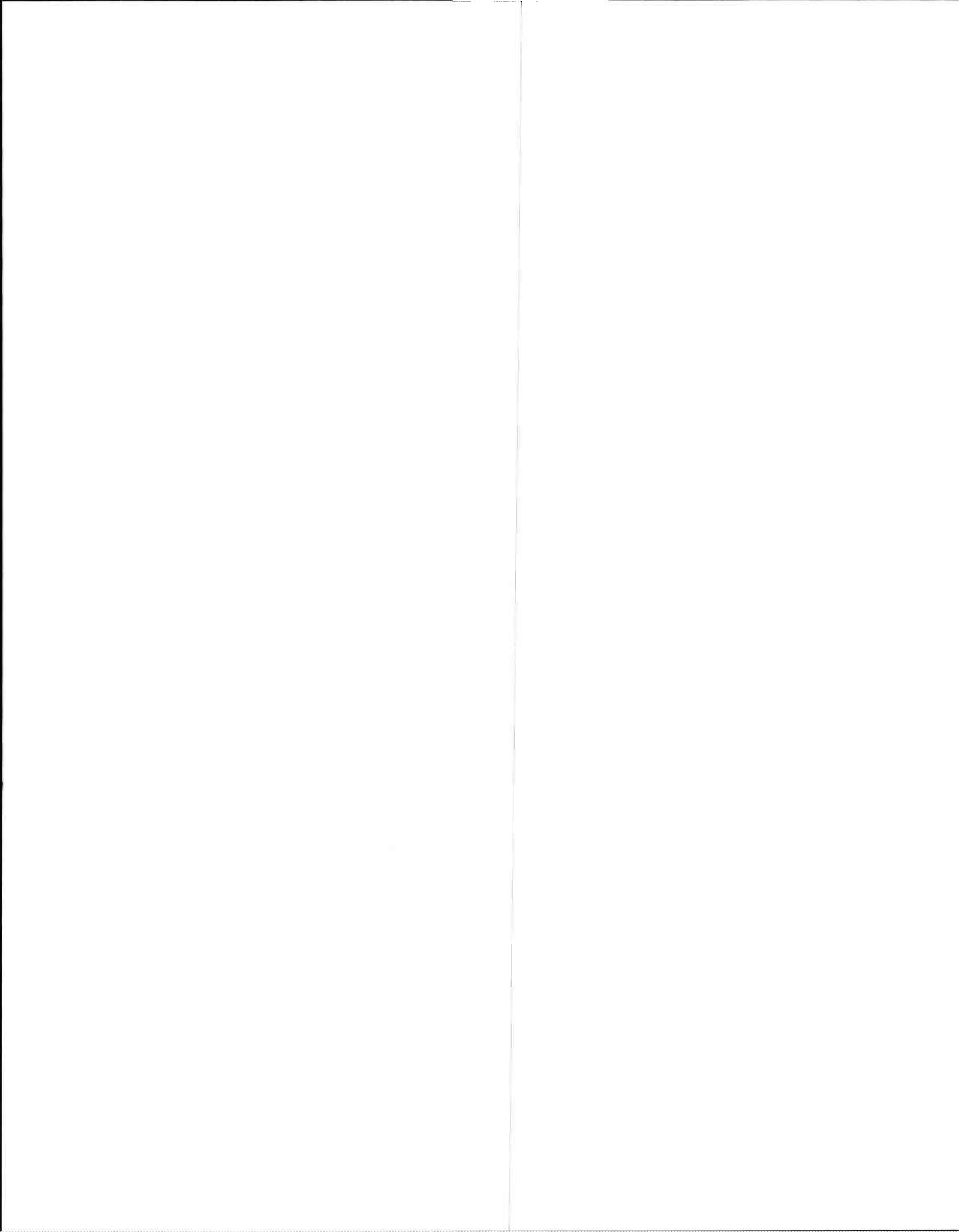
19 (iii) GRANTEE shall cause GRANTEE's and General Contractor's
20 insurance carrier(s) to furnish the County of Riverside with copies of
21 the Certificate(s) of Insurance and Endorsements effecting coverage as
22 required herein, and 2) if requested to do so orally or in writing by
23 COUNTY Risk Manager, provide copies of policies including all
24 Endorsements and all attachments thereto, showing such insurance is
25 in full force and effect. Further, said Certificate(s) and policies of
26 insurance shall contain the covenant of the insurance carrier(s) that
27 thirty (30) days written notice shall be given to the County of Riverside
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1 prior to any material modification, cancellation, expiration or reduction
2 in coverage of such insurance. In the event of a material modification,
3 cancellation, expiration, or reduction in coverage, this Agreement shall
4 terminate forthwith, unless the County of Riverside receives, prior to
5 such effective date, another Certificate of Insurance and copies of
6 endorsements, including all endorsements and attachments thereto
7 evidencing coverages set forth herein and the insurance required herein
8 is in full force and effect. GRANTEE shall not commence operations
9 until COUNTY has been furnished Certificate(s) of Insurance and
10 copies of endorsements and if requested, copies of policies of insurance
11 including all endorsements and any and all other attachments as
12 required in this Section. An individual authorized by the insurance
13 carrier on its behalf shall sign the original endorsements for each policy
14 and the Certificate of Insurance.

15 (iv) It is understood and agreed to by the parties hereto that GRANTEE's
16 insurance shall be construed as primary insurance, and COUNTY's
17 insurance and/or deductibles and/or self-insured retentions or self-
18 insured programs shall not be construed as contributory.

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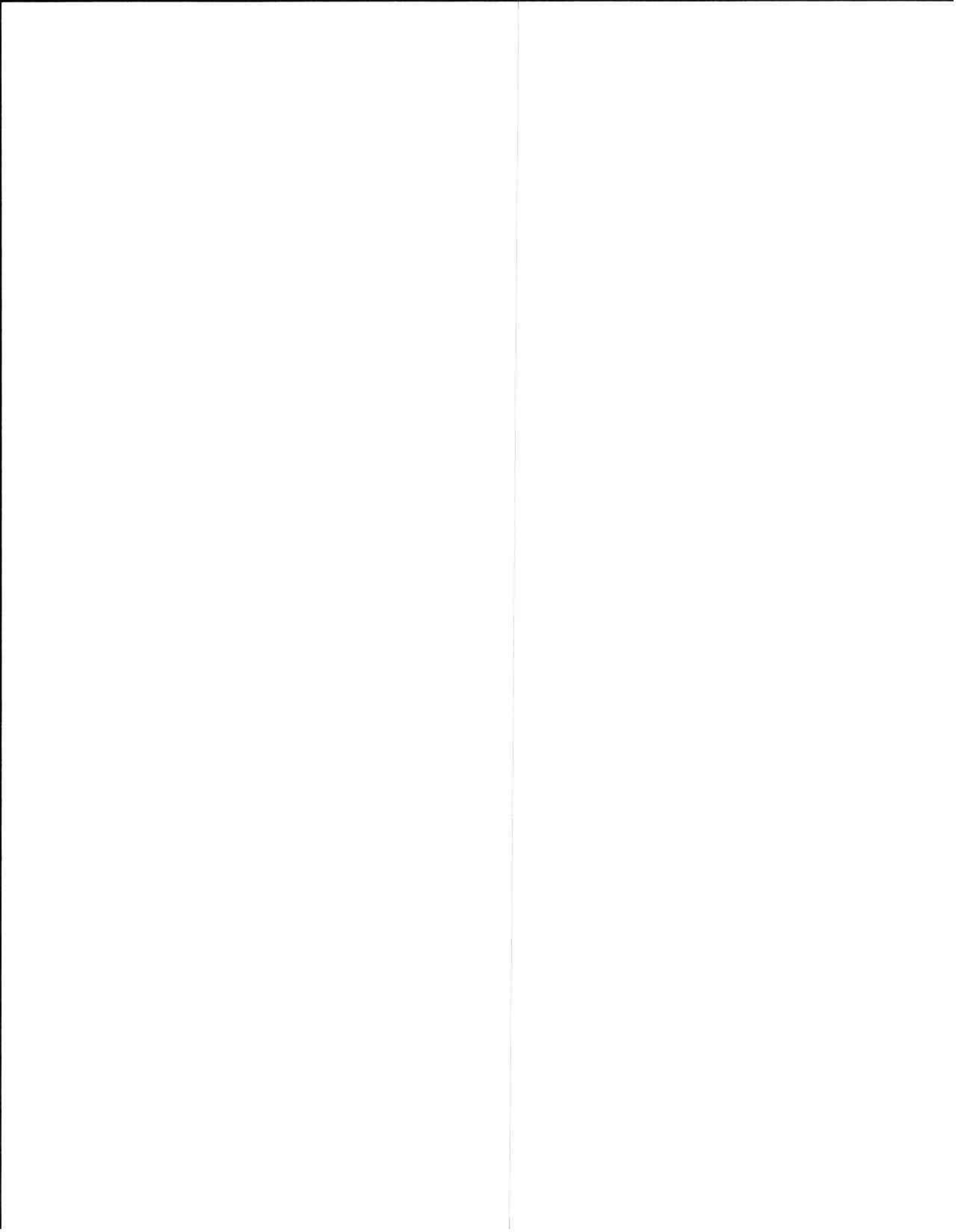
1 the amount or type of insurance carried by GRANTEE has become
2 inadequate.

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

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

7 (viii) GRANTEE agrees to notify COUNTY of any claim by a third party
8 or any incident or event that may give rise to a claim arising from the
9 performance of this Agreement.

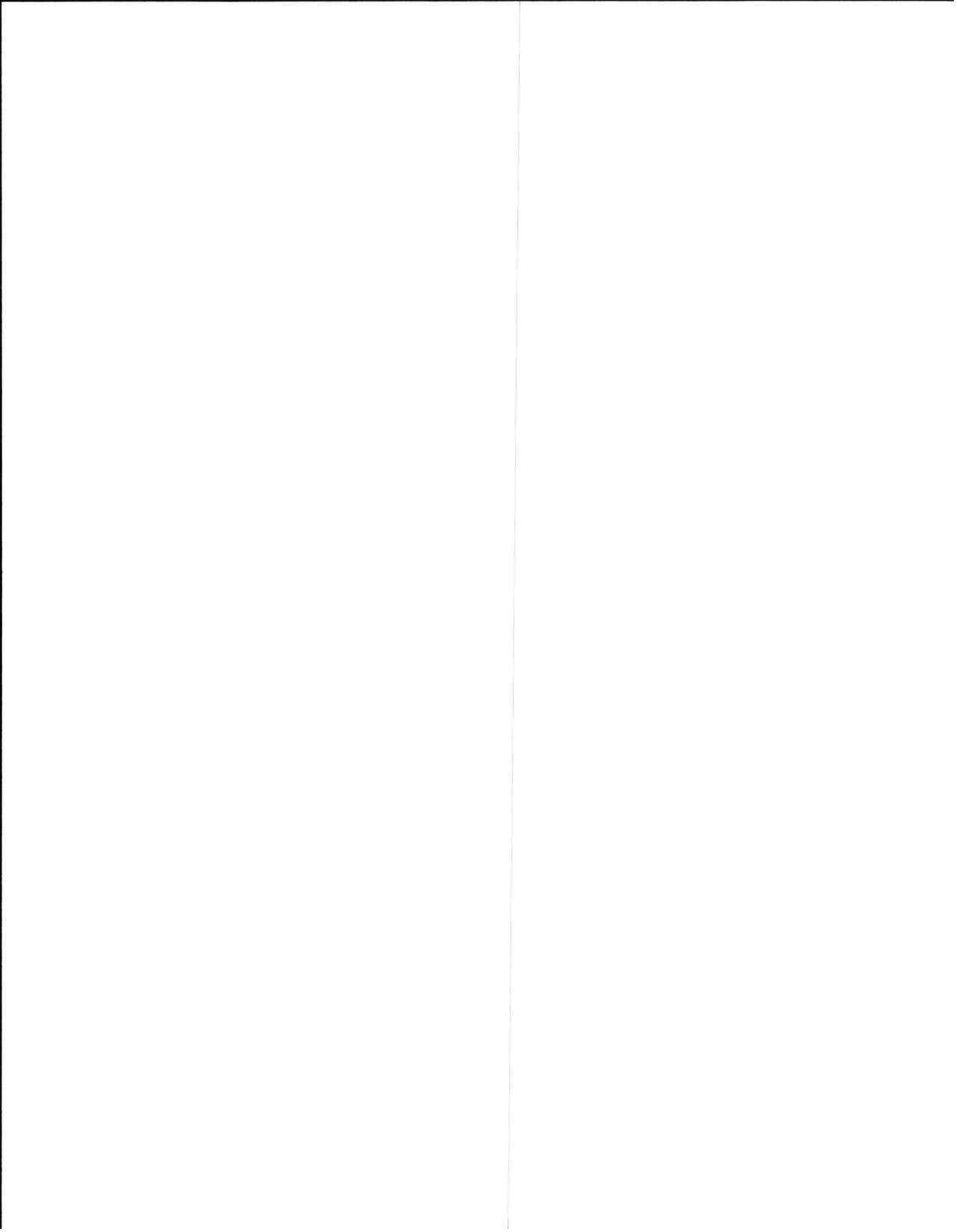
10 16. FINANCIAL AND PROJECT RECORDS. GRANTEE shall maintain financial,
11 programmatic, statistical, and other supporting records of its operations and financial activities
12 sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended,
13 (42 U.S.C. 801(d)), in accordance with the requirements of the ARPA Rules, , which records shall
14 be open to inspection and audit by authorized representatives of COUNTY, the California
15 Department of Finance, and the United States Department of the Treasury Office of Inspector
16 General, during regular working hours. COUNTY, state, and federal representatives have the
17 right of access, with at least forty-eight (48) hours prior notice, to any pertinent books, documents,
18 papers, or other records of GRANTEE, in order to make audits, examinations, excerpts, and
19 transcripts. Said records shall be retained for such time as may be required by the ARPA Rules,
20 but in no event no less than five (5) years after the Project completion date as evidenced by
21 recordation of the Notice of Completion, or after final payment is made, whichever is later, to
22 support reported expenditures and to participate in COUNTY, state, and federal audits; except
23 that records of individual income verifications, project rents, and project inspections must be
24 retained for the most recent five (5) year period, until five (5) years after the Affordability Period
25 terminates. If any litigation, claim, negotiation, audit, or other action has been started before the
26 expiration of the regular period specified, the records must be retained until completion of the
27 action and resolution of all issues which arise from it, or until the end of the regular period,
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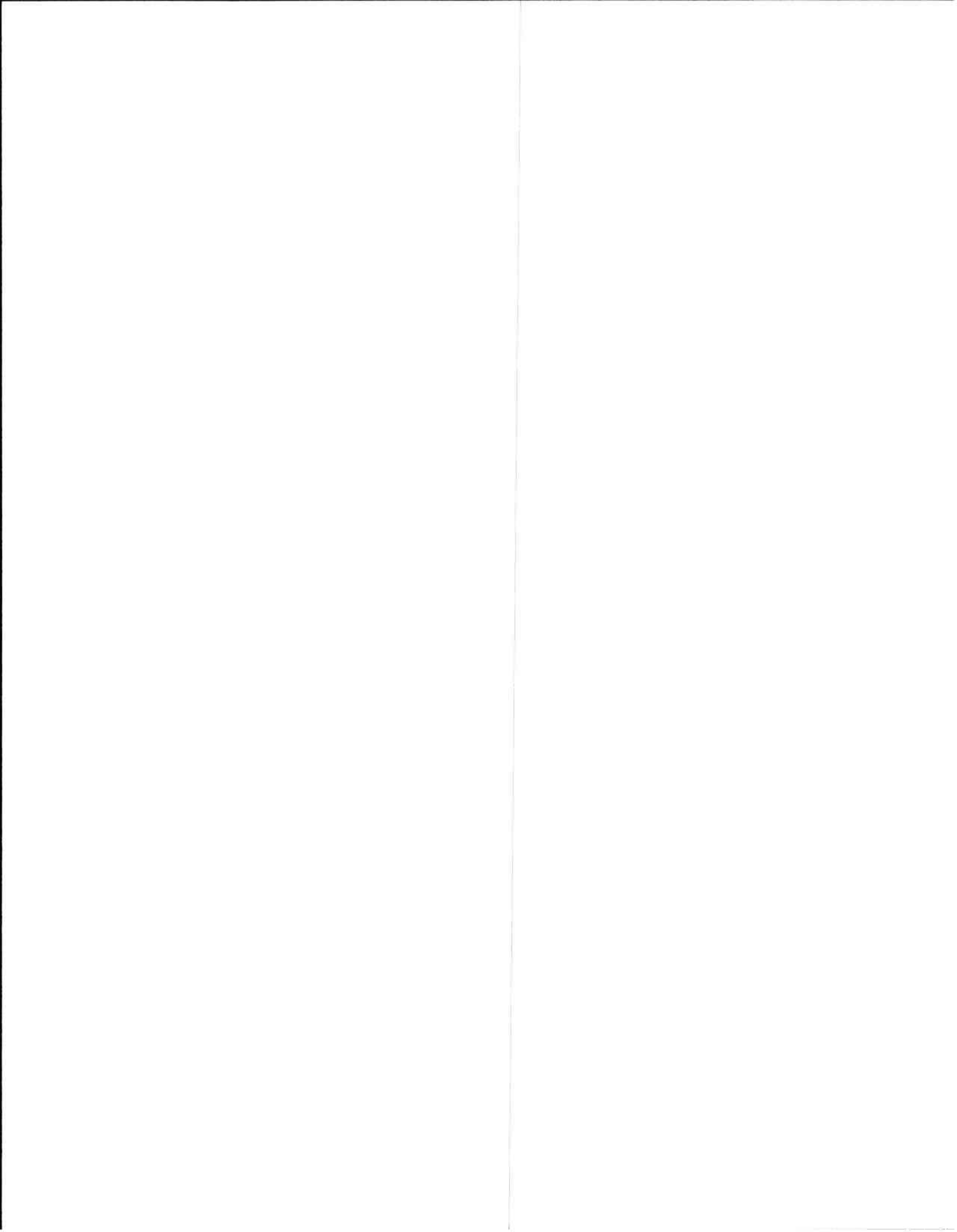
1 whichever is later.

2 17. COMPLIANCE WITH LAWS AND REGULATIONS. By executing this
3 Agreement, GRANTEE hereby certifies that it will adhere to and comply with all federal, state
4 and local laws, regulations and ordinances. In particular, GRANTEE shall comply with the
5 following as they may be applicable to GRANTEE in connection with the ARPA Grant:

- 6 a. Compliance with Executive Order 11246 of September 24, 1965, entitled
7 "Equal Employment Opportunity", as amended by Executive Order 11375 of
8 October 13, 1967, and as supplemented in Department of Labor Regulations
9 (41 CFR Part 60). The GRANTEE will not discriminate against any employee
10 or applicant for employment because of race, color, religion, sex, or national
11 origin. GRANTEE shall ensure that all qualified applicants will receive
12 consideration for employment without regard to race, color, religion, sex or
13 national origin. The GRANTEE will take affirmative action to ensure that
14 applicants are employed and the employees are treated during employment,
15 without regard to their race color, religion, sex, or national origin. Such actions
16 shall include, but are not limited to, the following: employment, up-grading,
17 demotion, or transfer; recruitment or recruitment advertising; rates of pay or
18 other forms of compensation; and selection for training, including
19 apprenticeship. The GRANTEE agrees to post in a conspicuous place, available
20 to employees and applicants for employment, notices to be provided by the
21 County setting forth the provisions of this non-discrimination clause;
- 22 b. Executive Order 11063, as amended by Executive Order 12259, and
23 implementing regulations at 24 CFR Part 107;
- 24 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended,
25 and implementing regulations;
- 26 d. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and
27 implementing regulations;
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- 1 e. The regulations, policies, guidelines and requirements of the Uniform
2 Administrative Requirements, Cost Principles, and Audit Requirements for
3 Federal Awards (2 CFR Part 200) as they relate to the acceptance and use of
4 federal funds under the federally-assigned program;
- 5 f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing
6 regulations issued at 24 CFR Part 1;
- 7 g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended;
- 8 h. *Rights to Data and Copyrights*: Contractors and consultants agree to comply
9 with all applicable provisions pertaining to the use of data and copyrights
10 pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).
- 11 i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)
12 (42 U.S.C. 7401 et seq.) and the *Federal Water Pollution Control Act* (33
13 U.S.C. Section 1251 et seq.), as amended: Contracts and subgrants of amounts
14 in excess of \$100,000 shall contain a provision that requires the recipient to
15 agree to comply with all applicable standards, orders or regulations issued
16 pursuant to the *Clean Air Act* (42 U.S.C. 7401 et seq.) and the *Federal Water*
17 *Pollution Control Act* as amended (33 U.S.C. Section 1251 et seq.). Violations
18 shall be reported to the Federal awarding agency and the Regional Office of the
19 Environmental Protection Agency (EPA).
- 20 j. *Anti-Lobbying Certification* (31 U.S.C. 1352): The language of the certification
21 set forth below shall be required in all contracts or subcontracts entered into in
22 connection with this grant activity and all GRANTEES shall certify and
23 disclose accordingly. This certification is a material representation of fact upon
24 which reliance was placed when this transaction was made or entered into.
25 Submission of this certification is a prerequisite for making or entering into this
26 transaction imposed by. Section 1352, Title 31, U.S. Code. Any person who
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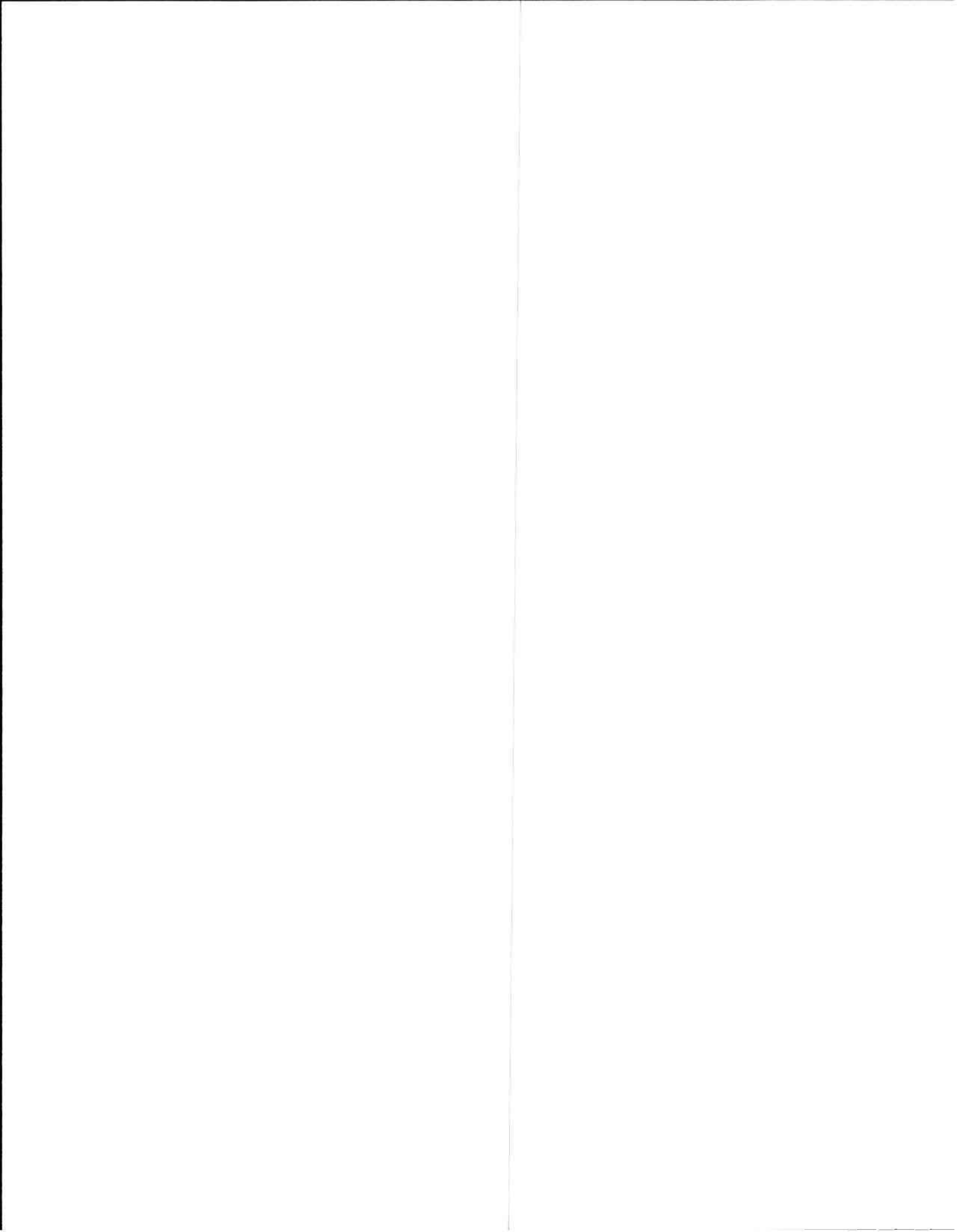


1 fails to file the required certification shall be subject to a civil penalty of not
2 less than \$10,000 and no more than \$100,000 for such failure.

3 “The undersigned certifies, to the best of his or her knowledge or belief, that:
4 No Federal appropriated funds have been paid or will be paid, by or on behalf
5 of it, to any person for influencing or attempting to influence an officer or
6 employee of any agency, a Member of Congress, an officer or employee of
7 Congress, or an employee of a Member of Congress in connection with the
8 awarding of any Federal contract, the making of any Federal grant, the making
9 of any Federal loan, the entering into of any cooperative agreement, and the
10 extension, continuation, renewal, amendment, or modification of any Federal
11 contract, grant, loan, or cooperative agreement;

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

- 19 k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No
20 contract award shall be made to parties listed on the governmentwide exclusions
21 in the System for Award Management (SAM), in accordance with OMB
22 guidelines at 2 CFR 180 that implement Executive Orders (E.O.s) 12549 and
23 12689, “Debarment and Suspension.” SAM Exclusions contains the names of
24 parties debarred, suspended, or otherwise excluded by agencies, as well as
25 parties declared ineligible under statutory or regulatory authority other than
26 E.O. 12549. Contractors with awards that exceed the small purchase threshold
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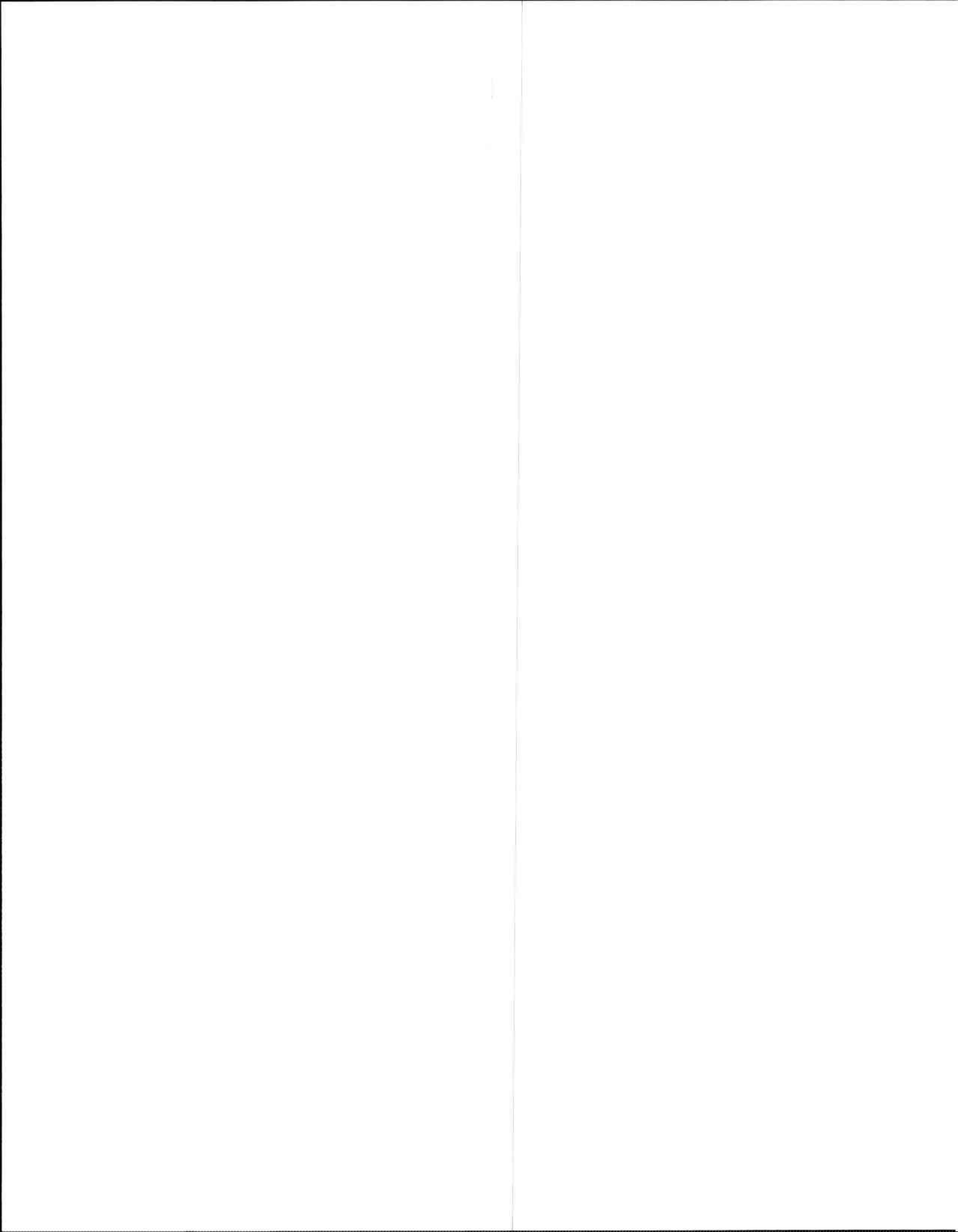


1 shall provide the required certification regarding its exclusion status and that of
2 its principal employees.

3 l. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (Pub.
4 L. 100-690) requires grantees (including individuals) of federal agencies, as a
5 prior condition of being awarded a grant, to certify that they will provide drug-
6 free workplaces. Each potential recipient must certify that it will comply with
7 drug-free workplace requirements.

8 m. *Access to Records and Records Retention:* The GRANTEE or Contractor, and
9 any sub-consultants or sub-contractors, shall allow all duly authorized Federal,
10 State, and/or County officials or authorized representatives access to the work
11 area, as well as all books, documents, materials, papers, and records of the
12 GRANTEE or Contractor, and any sub-consultants or sub-contractors, that are
13 directly pertinent to a specific program for the purpose of making audits,
14 examinations, excerpts, and transcriptions. The GRANTEE or Contractor, and
15 any sub-consultants or sub-contractors, further agree to maintain and keep such
16 books, documents, materials, papers, and records, on a current basis, recording
17 all transactions pertaining to this Agreement in a form in accordance with
18 generally acceptable accounting principles. All such books and records shall
19 be retained for such periods of time as required by law, provided, however,
20 notwithstanding any shorter periods of retention, all books, records, and
21 supporting detail shall be retained for a period of at least five (5) years after the
22 expiration of the term of this Agreement, or final payment is made, whichever
23 is later.

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

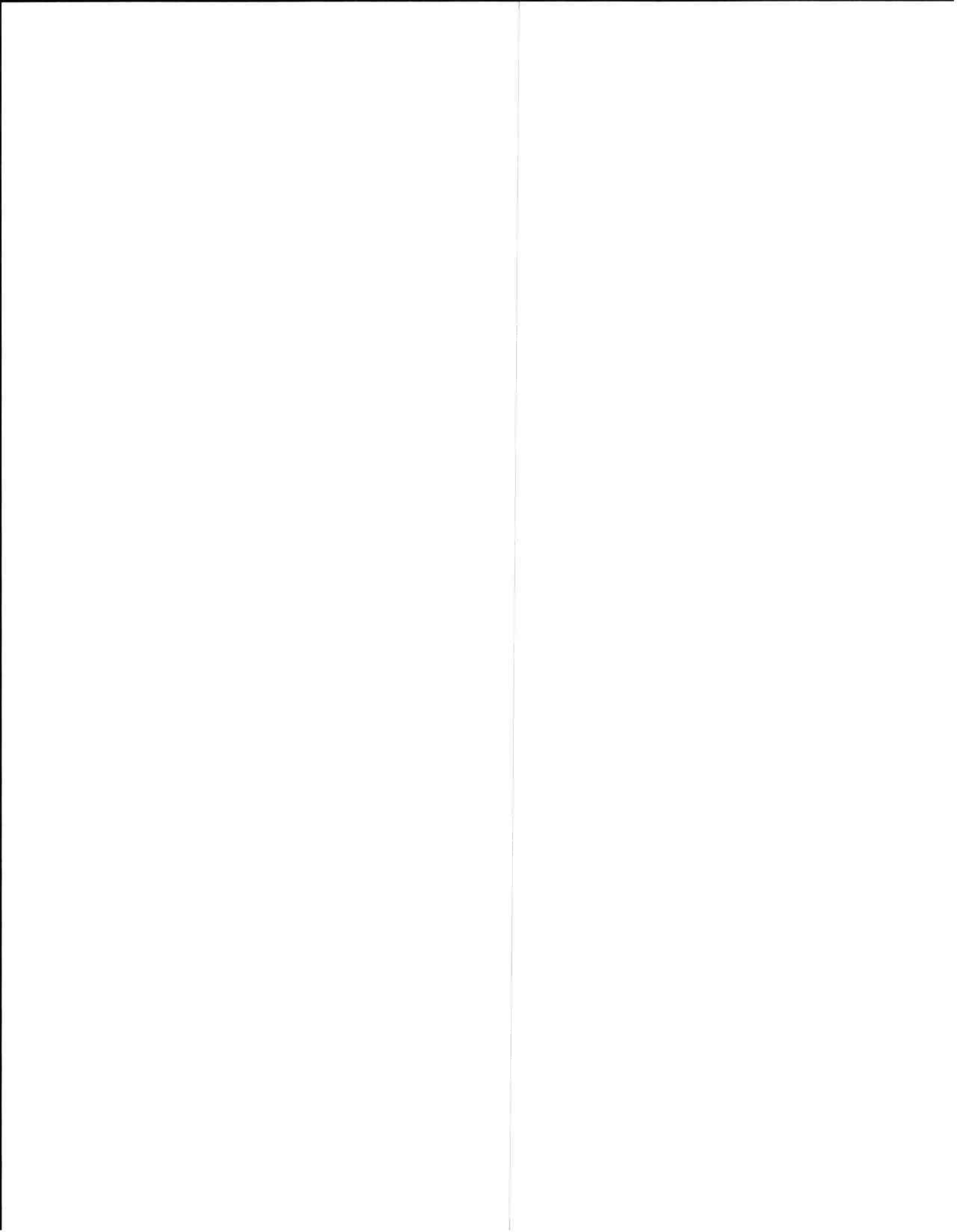


1 o. *Energy Efficiency*: Mandatory standards and policies relating to energy
2 efficiency which are contained in the State energy conservation plan issued in
3 compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163,
4 Dec. 22, 1975; 42 U.S.C. Section 6201, et. seq., 89 Stat.871).

5 p. *Procurement of Recovered Materials (2 CFR 200.322.)*: A non-Federal entity
6 that is a state agency or agency of a political subdivision of a state and its
7 contractors must comply with 42 U.S.C. Section 6002 of the Solid Waste
8 Disposal Act, as amended by the Resource Conservation and Recovery Act.
9 The requirements of Section 6002 include procuring only items designated in
10 guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247
11 that contain the highest percentage of recovered materials practicable,
12 consistent with maintaining a satisfactory level of competition, where the
13 purchase price of the item exceeds \$10,000 or the value of the quantity acquired
14 by the preceding fiscal year exceeded \$10,000; procuring solid waste
15 management services in a manner that maximizes energy and resource
16 recovery; and establishing an affirmative procurement program for
17 procurement of recovered materials identified in the EPA guidelines. The
18 requirements of 2 CFR 200.322, as amended effective November 12, 2020, are
19 hereby included in this Agreement as appropriate and to the extent consistent
20 with law.

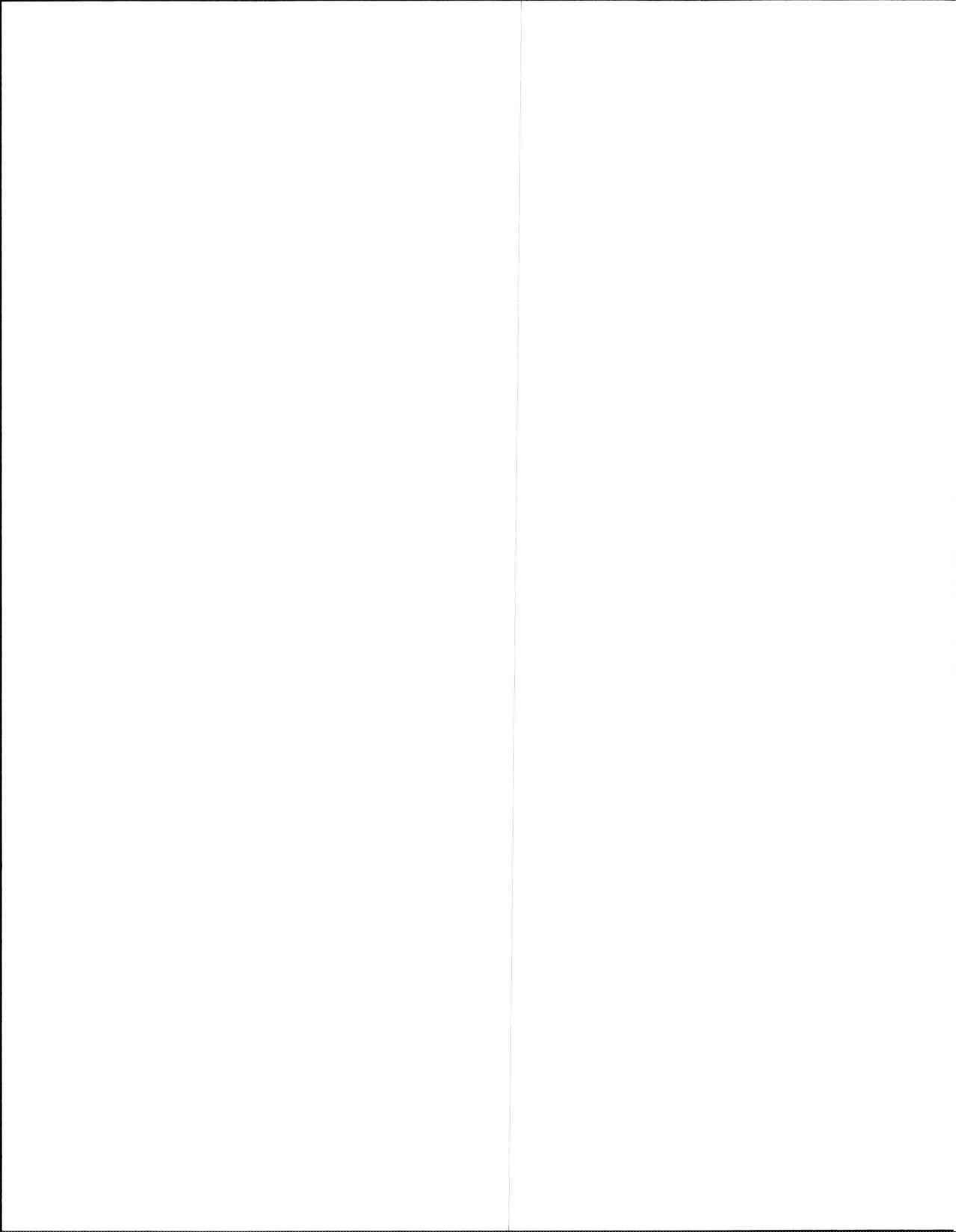
21 q. *Contract Work Hours and Safety Standards Act (CWHSA) (30 U.S.C. 3701-*
22 *3708)*: GRANTEE shall comply with all applicable provisions of the CWHSA.

23 r. *Displacement, relocation, and acquisition*. The relocation requirements of
24 Title II and the acquisition requirements of Title III of the Uniform Relocation
25 Assistance and Real Property Acquisition Policies Act of 1970, and the
26 implementing regulations at 24 CFR Part 42. GRANTEE must ensure that it
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1 has taken all reasonable steps to minimize the displacement of persons as a
2 result of this Project.

- 3 s. *Lead-based paint.* The ARPA-Assisted Units are subject to the lead-based
4 paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint
5 Poisoning Prevention Act (42 U.S.C. 4821, et seq.). The lead-based paint
6 provisions of 24 CFR 982.401 (j), except 24 CFR 982.401 (j)(1)(i), also apply,
7 irrespective of the applicable property standard under §92.251.
- 8 t. *Labor.* GRANTEE shall comply with any applicable labor regulations and all
9 other State and Federal laws in connection with the construction of the
10 improvements which comprise the Project, including if applicable,
11 requirements relating to Davis Bacon. GRANTEE agrees and acknowledges
12 that it is the responsibility of GRANTEE to obtain a legal determination, at
13 GRANTEE'S sole cost and expenses as to whether Davis Bacon wages must
14 be paid for during the construction of the Project. GRANTEE agrees to
15 indemnify, defend, and hold COUNTY harmless from and against any and all
16 liability arising out of a related to GRANTEE'S failure to comply with any and
17 applicable prevailing wage requirements.
- 18 u. *Model Energy Code* published by the Council of American Building Officials.
- 19 v. *Consultant Activities.* No person providing consultant services in an employer-
20 employee type relationship shall receive more than a reasonable rate of
21 compensation for personal services paid with ARPA funds.
- 22 w. *Uniform Administrative Requirements* of 2 CFR Part 200 as now in effect and
23 as may be amended from time to time. Federal awards expended as a recipient
24 or a subrecipient, as defined therein, would be subject to single audit. The
25 payments received for goods or services provided as a vendor would not be
26 considered Federal awards.
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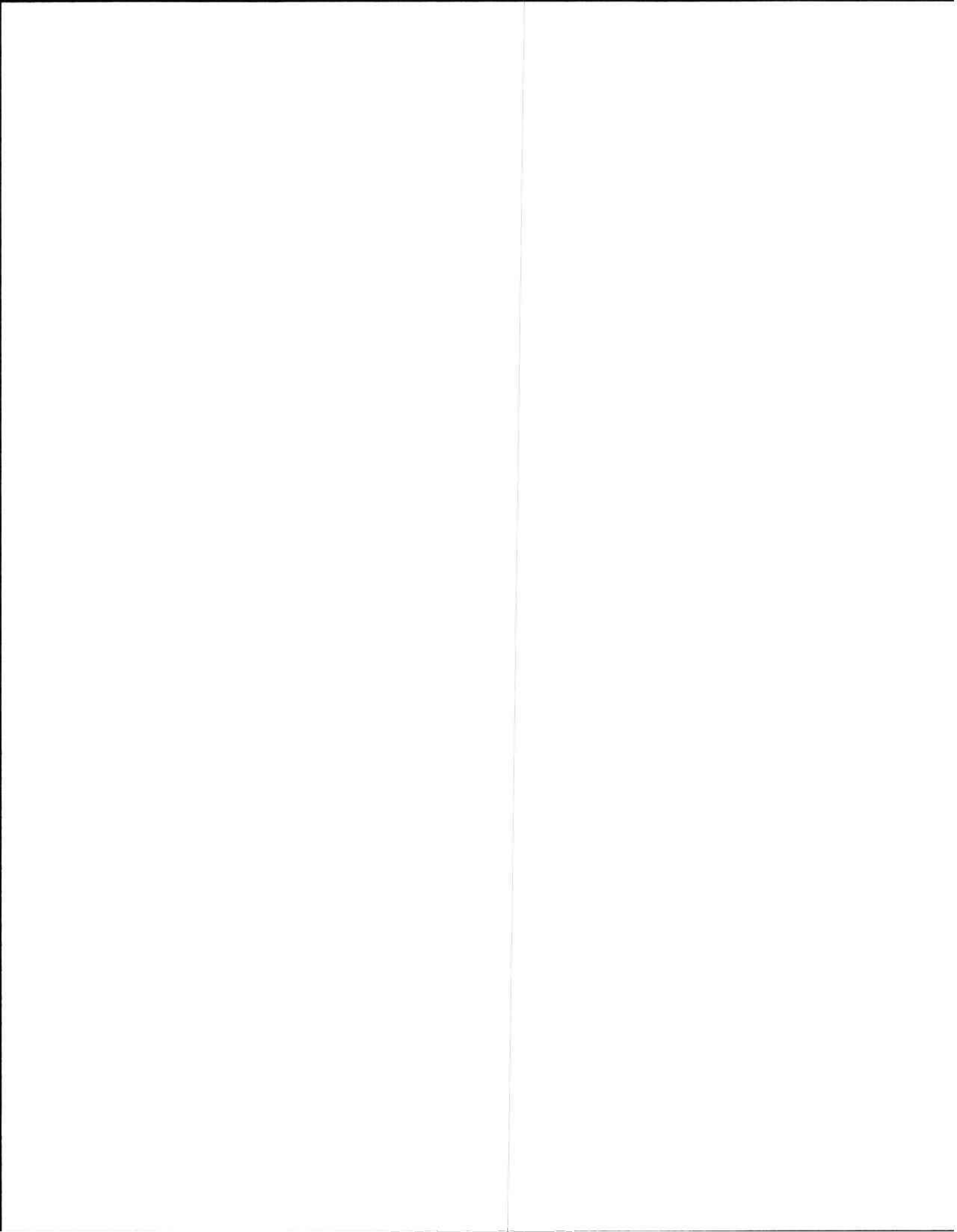
1 x. GRANTEE shall include written agreements that include all provisions of
2 **Section 17** if GRANTEE provides ARPA funds to for-profit owners or
3 developers, non-profit owners or developers, sub-recipients, homeowners,
4 homebuyers, tenants receiving tenant-based rental assistance, or contractors.

5 y. *Immigration requirements of Federal Register*, Vol. 62, No. 221, Department
6 of Justice Interim Guidance on Verification of Citizenship, Qualified Alien
7 Status and Eligibility Under Title IV of the Personal Responsibility and Work
8 Opportunity Reconciliation Act of 1996 ("PRWORA"). Final Attorney
9 General's Order issued pursuant to PRWORA is specified under Federal
10 Register Vol. 66, No. 10, Department of Justice Final Specification of
11 Community Programs Necessary for Protection of Life or Safety Under Welfare
12 Reform Legislation.

13 z. GRANTEE shall comply with all applicable local, state and federal laws in
14 addition to the above-mentioned laws.

15 18. PROJECT TARGETING REQUIREMENTS. GRANTEE shall make the Project
16 available to the Qualified Population and shall ensure that the Project remains in compliance with
17 all ARPA Rules. If the Project is not used to provide supportive housing and services to the
18 Qualified Population, then COUNTY and GRANTEE mutually agree that this Agreement will
19 self-terminate and any ARPA Grant funds drawn shall be returned within thirty (30) calendar
20 days. Upon such termination, this Agreement shall become null and void. COUNTY and
21 GRANTEE shall be released and discharged respectively from their obligations under this
22 Agreement. All cost incurred by each party on the Project will be assumed respectively.

23 19. ENVIRONMENTAL CLEARANCES. GRANTEE shall be responsible for
24 obtaining any and all approvals subsequent approvals permits, environmental clearances in
25 connection with the Project funded with SLFRF funds, in compliance with the California
26 Environmental Quality Act, and including but not limited to, any and all applicable federal and
27 state environmental laws and regulations.
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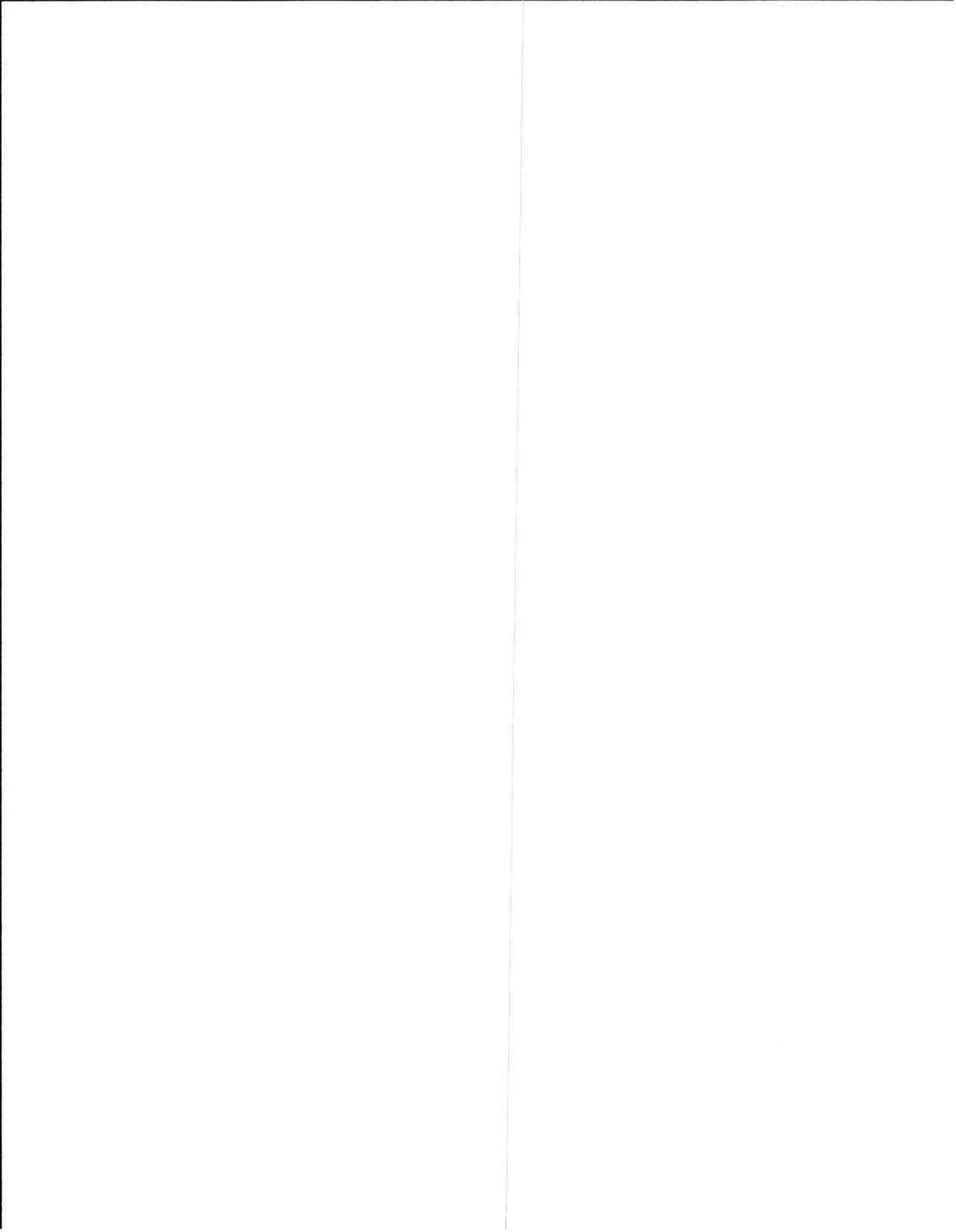
1 20. RESERVED.

2 21. FEDERAL REQUIREMENTS. GRANTEE shall comply with the provisions of
3 the ARPA Rules, and all applicable federal regulations and guidelines now or hereafter enacted
4 pursuant to the Act in addition to the federal provisions set forth in **Section 17** and in this
5 Agreement.

6 22. SALE, ASSIGNMENT OR OTHER TRANSFER OF THE PROJECT.
7 GRANTEE hereby covenants and agrees not to sell, assign, transfer or otherwise dispose of the
8 Project or any portion thereof, without obtaining the prior written consent of the COUNTY, which
9 consent shall be conditioned upon receipt by the COUNTY of reasonable evidence satisfactory
10 to the COUNTY in its sole discretion, that transferee has assumed in writing and in full, and is
11 reasonably capable of performing and complying with the GRANTEE's duties and obligations
12 under this Agreement, provided, however Grantee shall not be released of all obligations
13 hereunder which accrue from and after the date of such sale.

14 23. INDEPENDENT CONTRACTOR. GRANTEE and its agents, servants and
15 employees shall act at all times in an independent capacity during the term of this Agreement,
16 and shall not act as, shall not be, nor shall they in any manner be construed to be agents, officers,
17 or employees of COUNTY.

18 24. NONDISCRIMINATION. Grantee shall not discriminate on the basis of of race,
19 color, national origin, religion, or sex be excluded from participation in, be denied the benefits
20 of, or be subjected to discrimination under any program or activity receiving Federal financial
21 assistance made available pursuant to the SLFRF. In addition, GRANTEE shall not discriminate
22 on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability
23 in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate
24 in subcontracting/subconsulting opportunities. GRANTEE understands and agrees that violation
25 of this clause shall be considered a material breach of this Agreement and may result in
26 termination, debarment or other sanctions. This language shall be incorporated into all contracts
27 between GRANTEE and any contractor, consultant, subcontractor, subconsultants, vendors and
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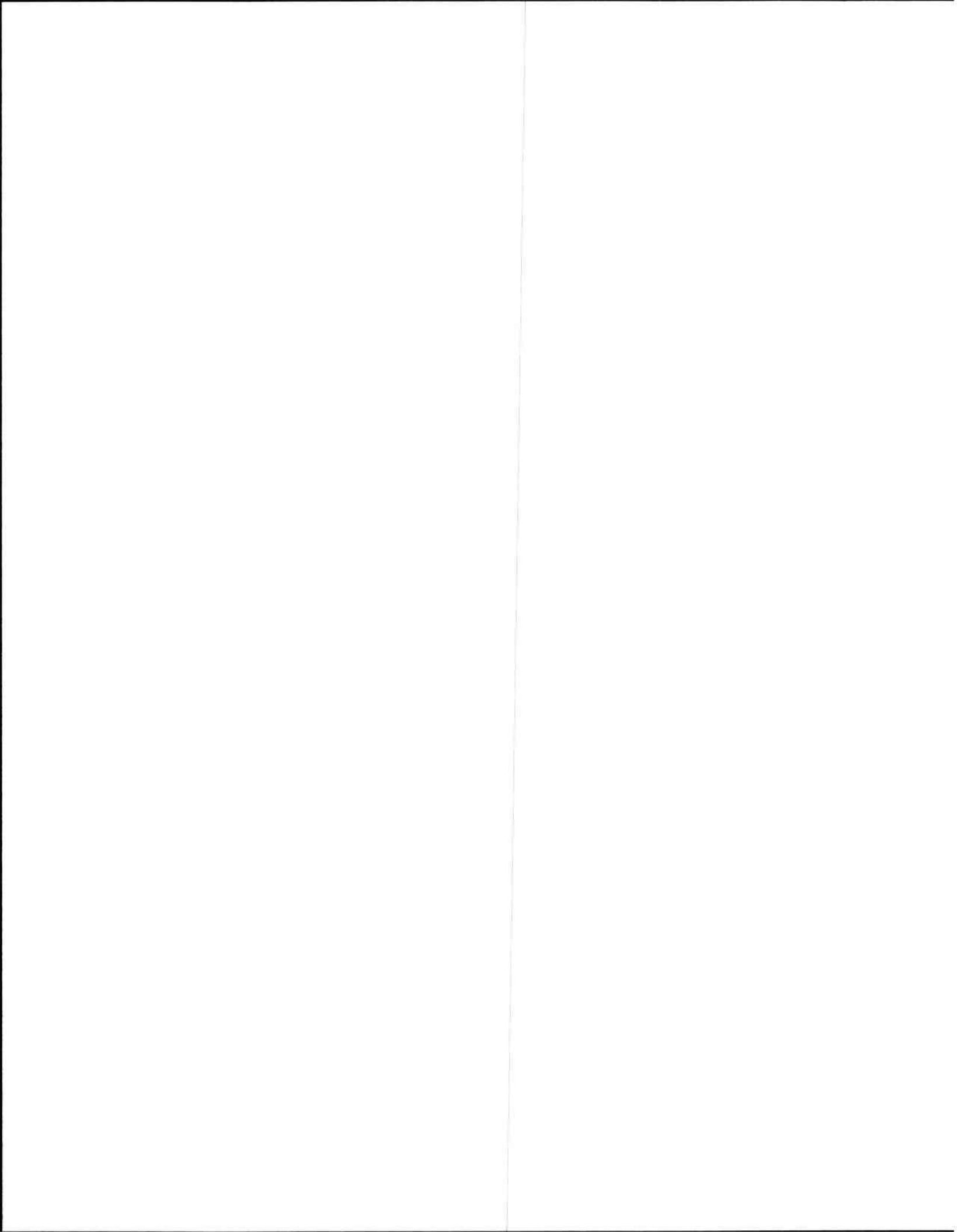


1 suppliers. GRANTEE shall comply with the provisions of the California Fair Employment and
2 Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964
3 (P.L. 88-352), as amended, and all Administrative Rules and Regulations issued pursuant to said
4 Acts and Orders with respect to its use of the Property.

5 GRANTEE herein covenants by and for itself, its successors and assigns, and all persons
6 claiming under or through them, that this Covenant is made and accepted upon and subject to the
7 following conditions: There shall be no discrimination against or segregation of any person or
8 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the
9 Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and
10 paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code,
11 in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall
12 the transferee itself or any person claiming under or through him or her, establish or permit any
13 such practice or practices of discrimination or segregation with reference to the selection, location,
14 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

15 GRANTEE, its successors and assigns, shall refrain from restricting the rental, sale, or
16 lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual
17 orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and
18 contract entered into with respect to the Project and the Property, or any portion thereof, after the
19 date of this Agreement shall contain or be subject to substantially the following nondiscrimination
20 or nonsegregation clauses:

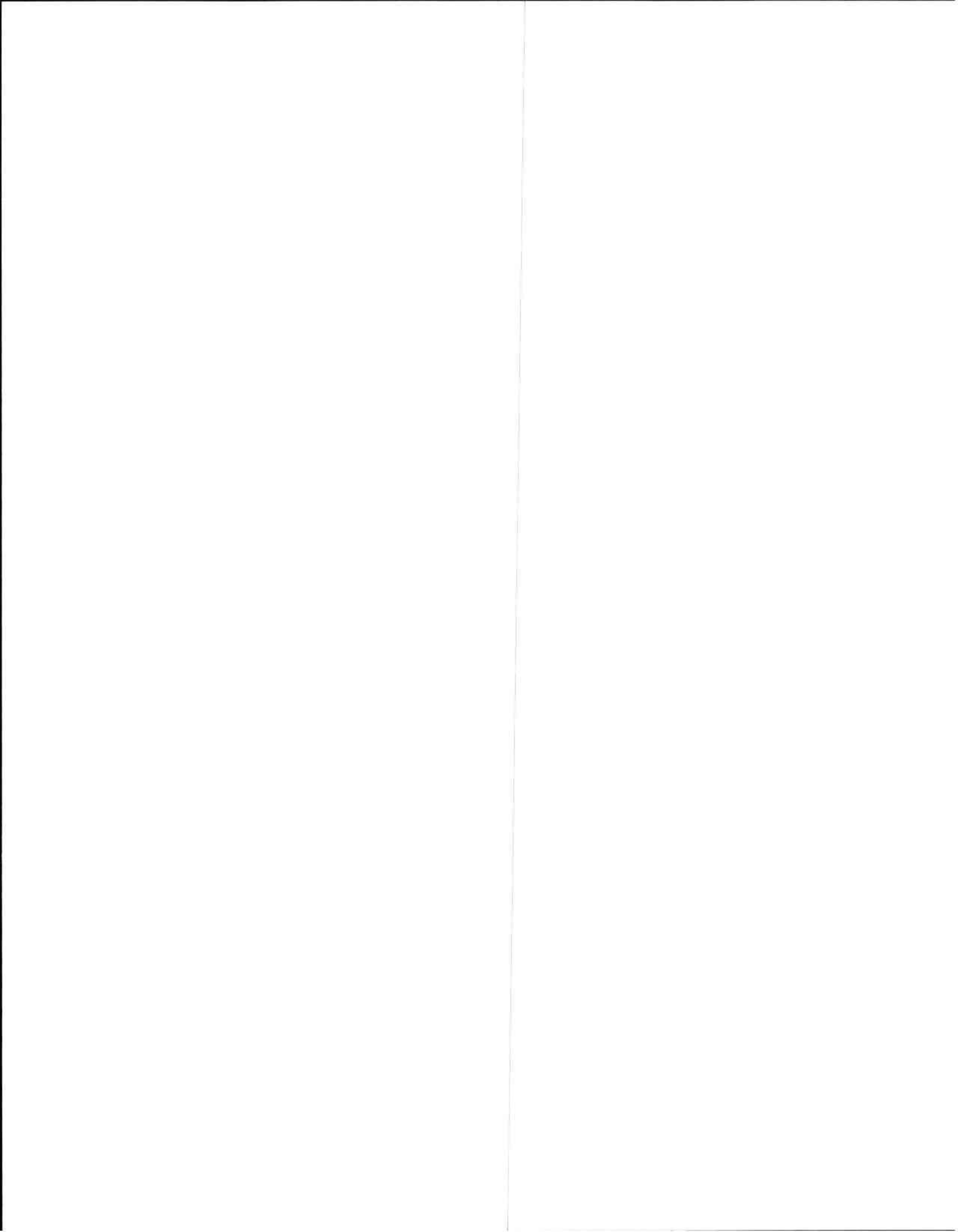
- 21 a. In deeds: "The grantee herein covenants by and for himself or herself, his or her
22 heirs, executors, administrators, and assigns, and all persons claiming under or
23 through them, that there shall be no discrimination against or segregation of,
24 any person or group of persons on account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

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

21 c. In contracts: “There shall be no discrimination against or segregation of any
22 person or group of persons, on account of any basis listed in subdivision (a) or
23 (d) of Section 12955 of the Government Code, as those bases are defined in
24 Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p)
25 of Section 12955, and Section 12955.2 of the Government Code, in the sale,
26 lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor
27 shall the transferee itself or any person claiming under or through him or her,
28



1 establish or permit any such practice or practices of discrimination or
2 segregation with reference to the selection, location, number, use, or
3 occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”

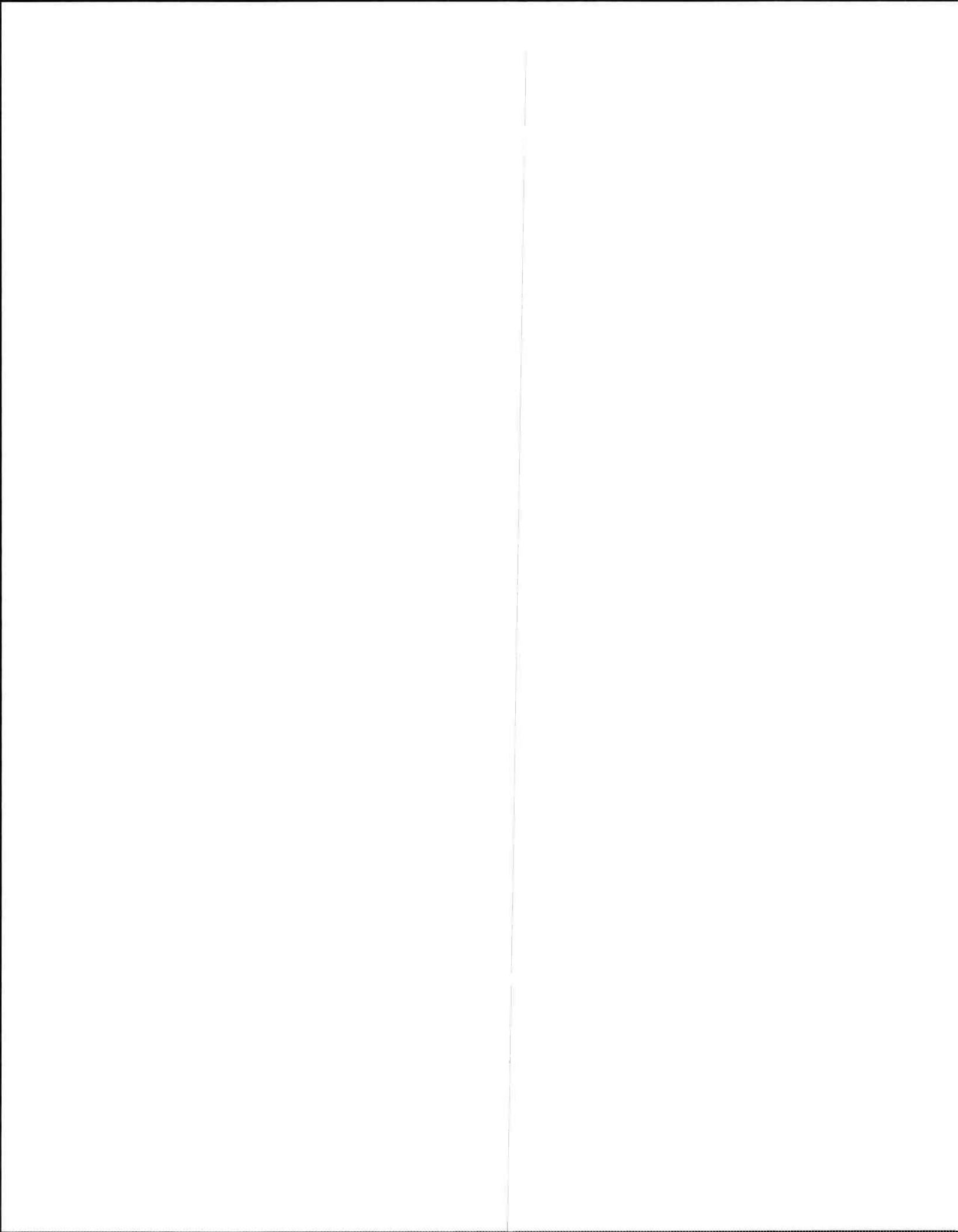
4 In addition to the obligations and duties of GRANTEE set forth herein, GRANTEE shall,
5 upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including
6 administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or
7 defending any discrimination claim brought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

10 25. PROHIBITION AGAINST CONFLICTS OF INTEREST:

- 11 a. GRANTEE and its assigns, employees, agents, consultants, officers and elected
12 and appointed officials shall become familiar with and shall comply with the
13 conflict of interest provisions in the ARPA Rules and any applicable regulations
14 promulgated by the Treasury Department, attached hereto as **Exhibit B** and by
15 this reference incorporated herein.
- 16 b. Reserved.
- 17 c. Prior to any funding under this Agreement, GRANTEE shall provide COUNTY
18 with a list of all employees, agents, consultants, officers and elected and
19 appointed officials who are in a position to participate in a decision-making
20 process, exercise any functions or responsibilities, or gain inside information
21 with respect to the ARPA activities funded under this Agreement. GRANTEE
22 shall also promptly disclose to COUNTY any potential conflict, including even
23 the appearance of conflict that may arise with respect to the ARPA activities
24 funded under this Agreement.
- 25 d. Any violation of this section shall be deemed a material breach of this
26 Agreement, and the Agreement shall be immediately terminated by COUNTY.

27 26. RESERVED.

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1 27. PROJECT MONITORING AND EVALUATION.

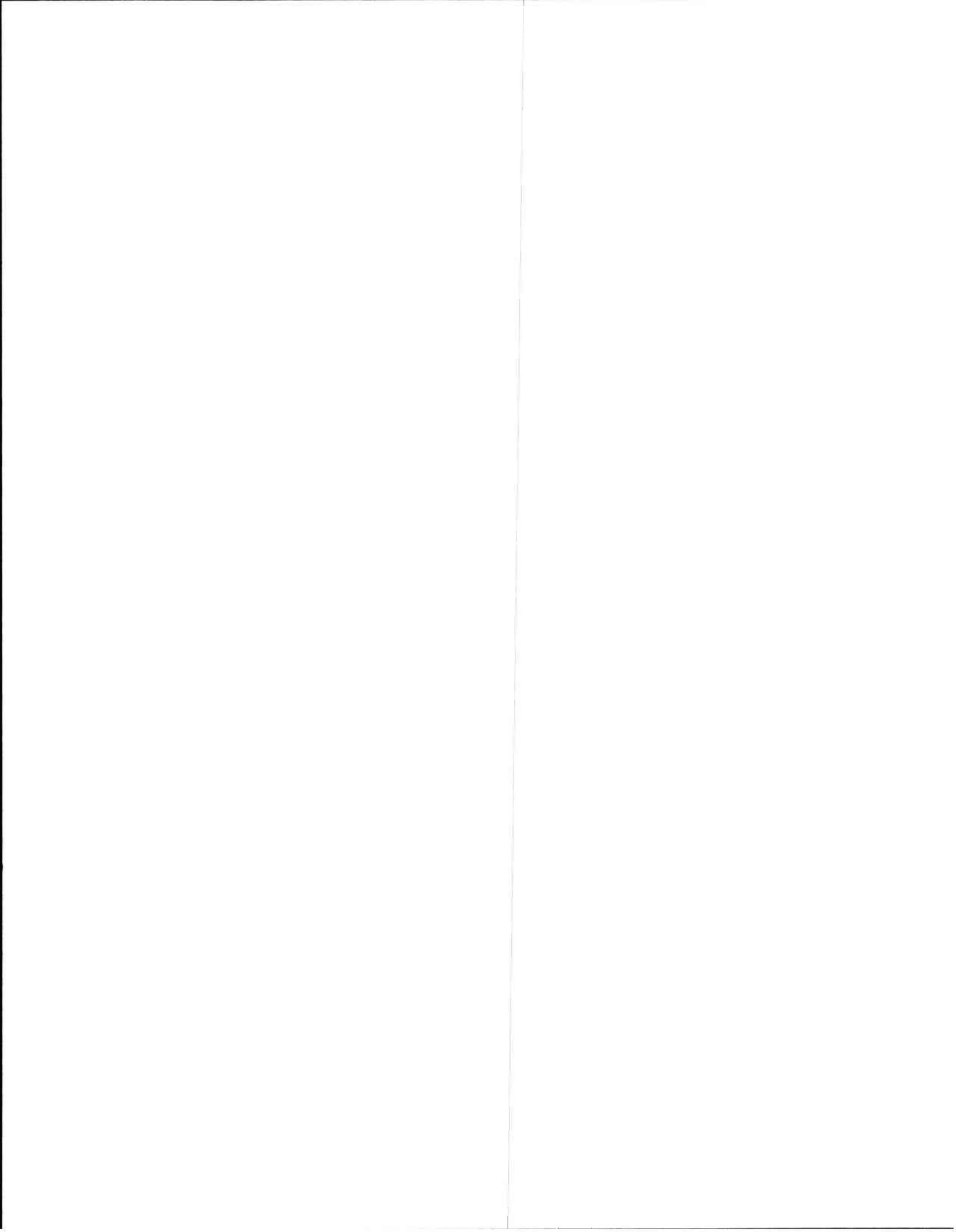
2 a. Inspections. During the Affordability Period, COUNTY will perform on-site
3 inspections of the Project to determine compliance with the property standards
4 and to verify the information submitted by the owners in accordance with
5 requirements. The on-site inspections must occur within 12 months after
6 Covenant Agreement and at least once every 3 years thereafter during the
7 Affordability Period. If there are observed deficiencies for any of the
8 inspectable items in the property standards established by COUNTY, a follow-
9 up on-site inspection to verify that deficiencies are corrected must occur within
10 12 months. COUNTY may establish a list of non-hazardous deficiencies for
11 which correction can be verified by third party documentation (e.g., paid
12 invoice for work order) rather than re-inspection. Health and safety deficiencies
13 must be corrected immediately. COUNTY must adopt a more frequent
14 inspection schedule for properties that have been found to have health and
15 safety deficiencies

16 28. MONITORING FEE. GRANTEE shall not be required to pay an annual
17 compliance monitoring fee to the COUNTY.

18 29. ACCESS TO PROJECT SITE. COUNTY, state and/or federal awarding agencies
19 shall have the right to access the Project site and the Property at all reasonable times, and upon
20 completion of the Project upon reasonable written notice to GRANTEE, to review the operation
21 of the Project in accordance with this Agreement.

22 30. EVENTS OF DEFAULT. The occurrence of any of the following events shall
23 constitute an "Event of Default" under this Agreement:

24 a. Monetary Default. (1) GRANTEE's failure to pay when due any sums payable
25 under this Agreement or the Covenant Agreement; (2) GRANTEE's or any
26 agent of GRANTEE's use of SLFRF funds for costs other than those costs
27 permitted under this Agreement or for uses inconsistent with terms and
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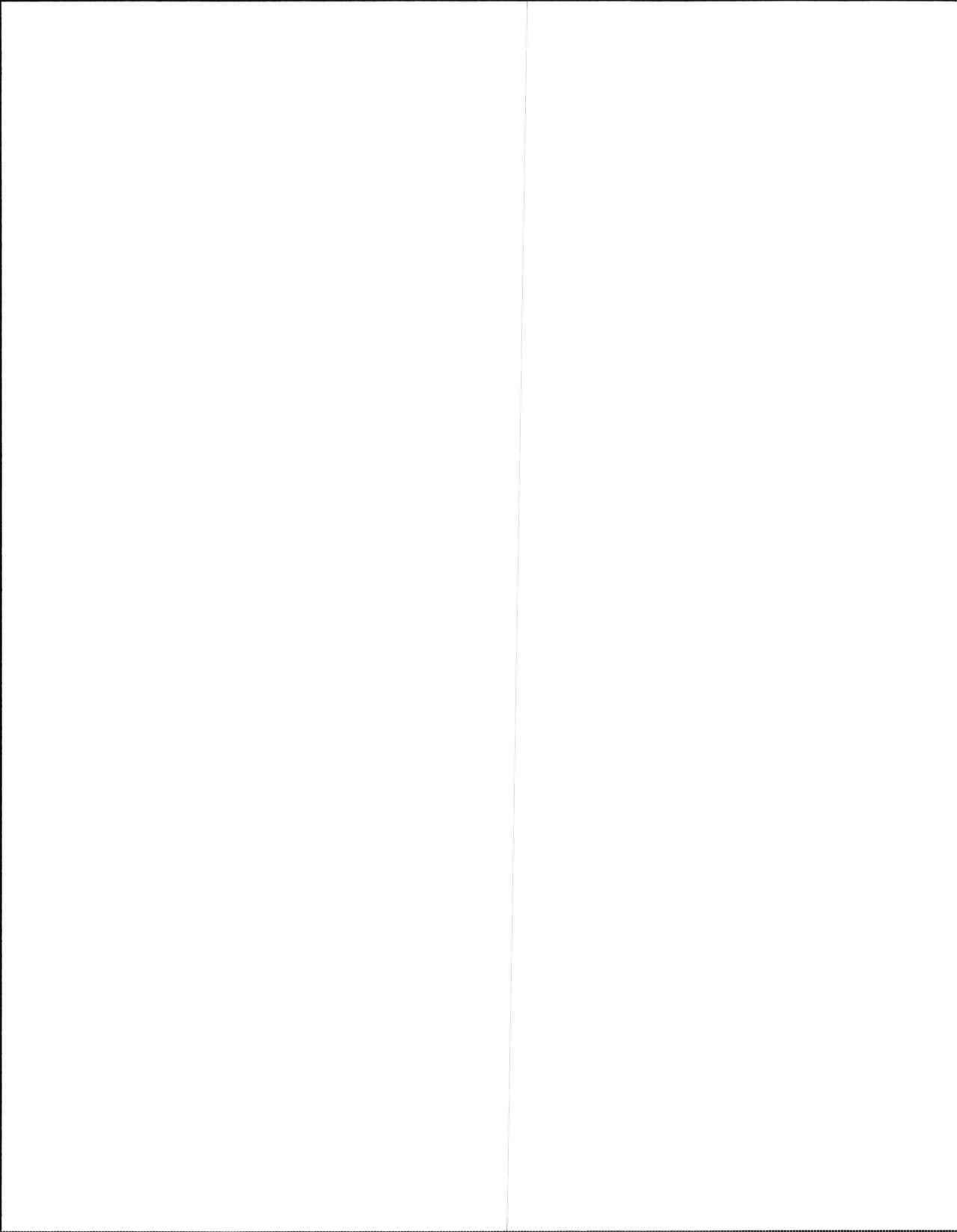
1 restrictions set forth in this Agreement and the ARPA Rules; (3) GRANTEE's
2 or any agent of GRANTEE's failure to make any other payment of any
3 assessment or tax due under this Agreement, and /or (4) default under the terms
4 of any senior loan documents or any other instrument or document secured
5 against the Property or the Project;

6 b. Non-Monetary Default. (1) Discrimination by GRANTEE or GRANTEE's
7 agent(s) on the basis of characteristics prohibited by this Agreement or
8 applicable law; (2) the imposition of any encumbrances or liens on the Project
9 without COUNTY's prior written approval that are prohibited under this
10 Agreement (3) GRANTEE's failure to obtain and maintain the insurance
11 coverage required under this Agreement; (4) any material default under this
12 Agreement, the Covenant Agreement, the ARPA Rules, or any document
13 executed by the County in connection with this Agreement, and /or (5) a default
14 under the terms of any senior loan documents or any other instrument or
15 document secured against the Property or the Project;

16 c. General Performance of Obligations. Any substantial or continuous or repeated
17 breach by GRANTEE or GRANTEE's agents of any material obligations of
18 GRANTEE under this Agreement;

19 d. General Performance of Other Obligations. Any substantial or continuous or
20 repeated breach by GRANTEE or GRANTEE's agents of any material
21 obligations of GRANTEE related to the Project imposed by any other
22 agreement with respect to the financing, development, or operation of the
23 Project; whether or not COUNTY is a party to such agreement; but only
24 following any applicable notice and cure periods with respect to any such
25 obligation;

26 e. Representations and Warranties. A determination by COUNTY that any of
27 GRANTEE's representations or warranties made in this Agreement, any
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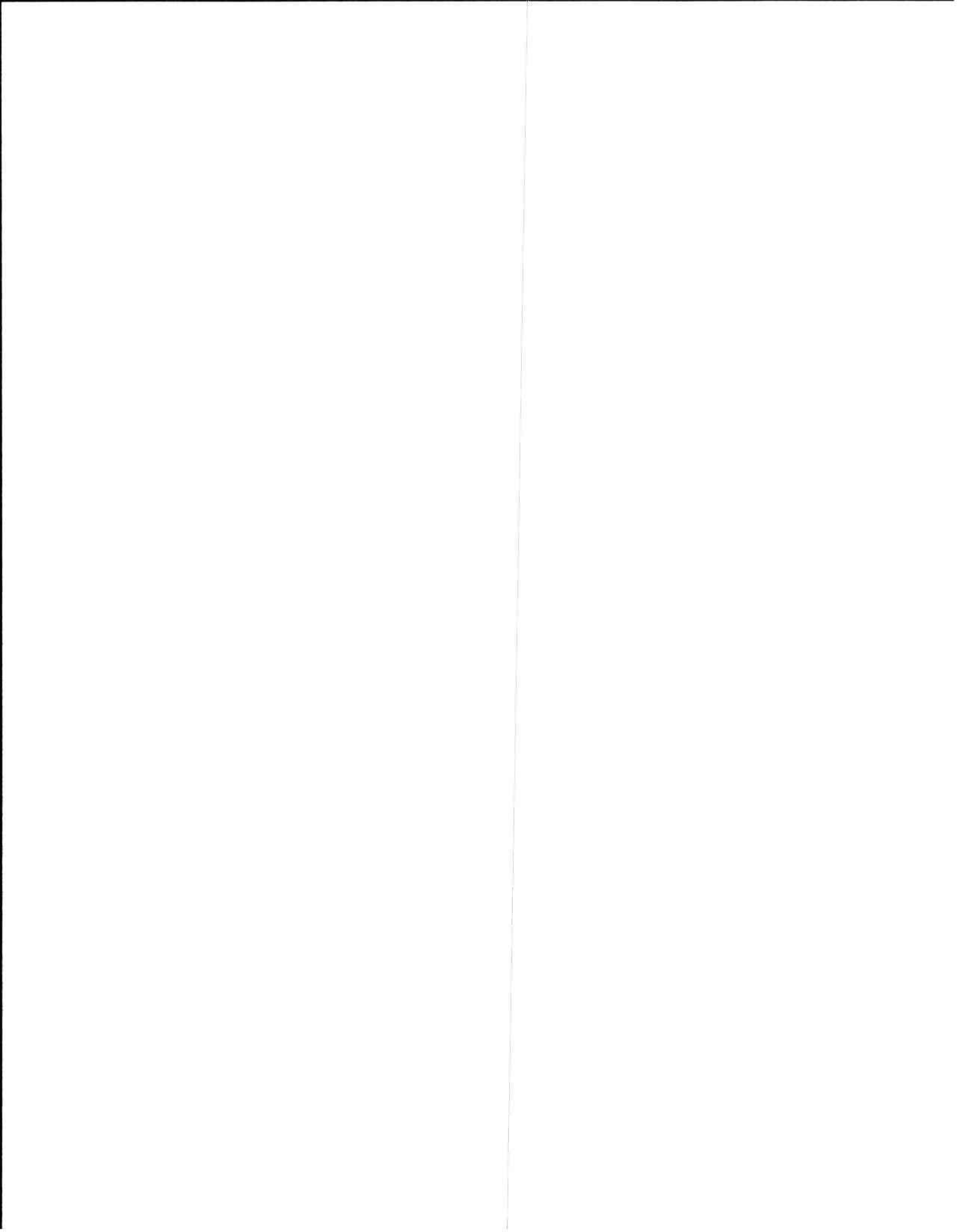


1 statements made to COUNTY by GRANTEE, or any certificates, documents,
2 or schedules supplied to COUNTY by GRANTEE were false in any material
3 respect when made, or that GRANTEE concealed or failed to disclose a material
4 fact to COUNTY.

5 f. Damage to Project. In the event that the Project is materially damaged or
6 destroyed by fire or other casualty, and GRANTEE receives an award or
7 insurance proceeds sufficient for the repair or reconstruction of the Project, and
8 GRANTEE does not use such award or proceeds to repair or reconstruct the
9 Project.

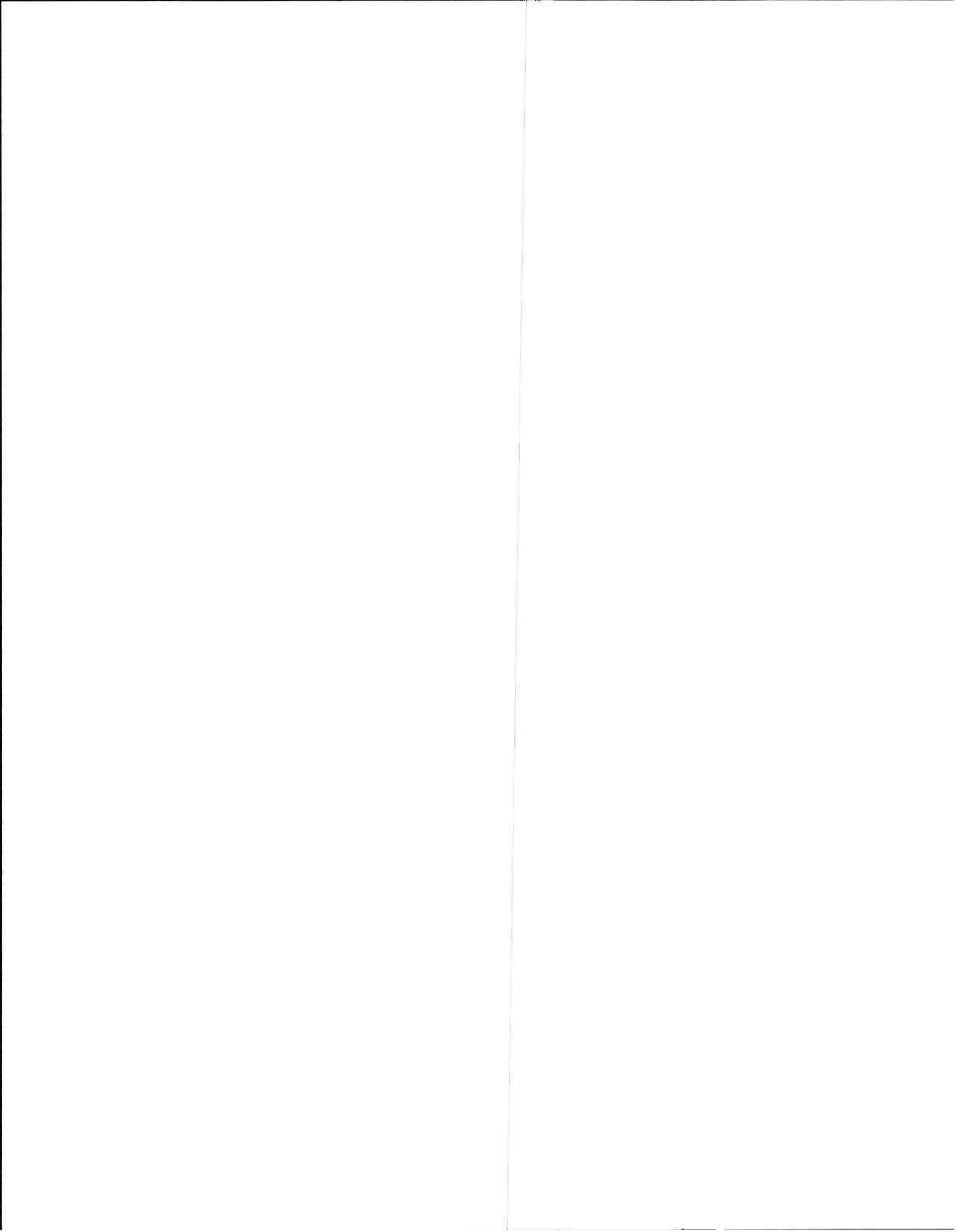
10 g. Bankruptcy, Dissolution and Insolvency. GRANTEE's or general partner and
11 co-general partner of GRANTEE's (1) filing for bankruptcy, dissolution, or
12 reorganization, or failure to obtain a full dismissal of any such involuntary filing
13 brought by another party before the earlier of final relief or ninety (90) days
14 after such filing; (2) making a general assignment for the benefit of creditors;
15 (3) applying for the appointment of a receiver, trustee, custodian, or liquidator,
16 or failure to obtain a full dismissal of any such involuntary application brought
17 by another party before the earlier of final relief or ninety (90) days after such
18 filing; (4) insolvency; or (5) failure, inability or admission in writing of its
19 inability to pay its debts as they become due.

20 31. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. Formal notices,
21 demands and communications between the COUNTY and the GRANTEE shall be sufficiently
22 given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to
23 the principal offices of the COUNTY and the GRANTEE, as designated in **Section 53**, below.
24 Such written notices, demands and communications may be sent in the same manner to such
25 other addresses as either party may from time to time designate by mail as provided in this
26 **Section 31.** Any notice that is transmitted by electronic facsimile transmission followed by
27 delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice that is
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1 personally delivered (including by means of professional messenger service, courier service
2 such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed
3 received on the documented date of receipt by the recipient; and any notice that is sent by
4 registered or certified mail, postage prepaid, return receipt required shall be deemed received
5 on the date of delivery thereof.

- 6 a. Subject to the Force Majeure Delay, as provided in **Section 9**, failure or delay
7 by GRANTEE to perform any term or provision of this Agreement constitutes
8 a default under this Agreement. GRANTEE must immediately commence to
9 cure, correct or remedy such failure or delay and shall complete such cure,
10 correction or remedy with reasonable diligence.
- 11 b. COUNTY shall give written notice of default to GRANTEE, specifying the
12 default complained of by COUNTY. Failure or delay in giving such notice
13 shall not constitute a waiver of any default, nor shall it change the time of
14 default. Except as otherwise expressly provided in this Agreement, any failures
15 or delays by COUNTY in asserting any of its rights and remedies as to any
16 default shall not operate as a waiver of any default or of any such rights or
17 remedies. Delays by COUNTY in asserting any of its rights and remedies shall
18 not deprive COUNTY of its right to institute and maintain any actions or
19 proceedings which it may deem necessary to protect, assert or enforce any such
20 rights or remedies.
- 21 c. If a monetary event of default occurs, prior to exercising any remedies
22 hereunder, COUNTY shall give GRANTEE written notice of such default.
23 GRANTEE shall have a period of ten (10) days after such notice is given within
24 which to cure the default prior to exercise of remedies by COUNTY.
- 25 d. If a non-monetary event of default occurs, prior to exercising any remedies
26 hereunder, COUNTY shall give GRANTEE written notice of such default. If
27 the default is reasonably capable of being cured within thirty (30) days,
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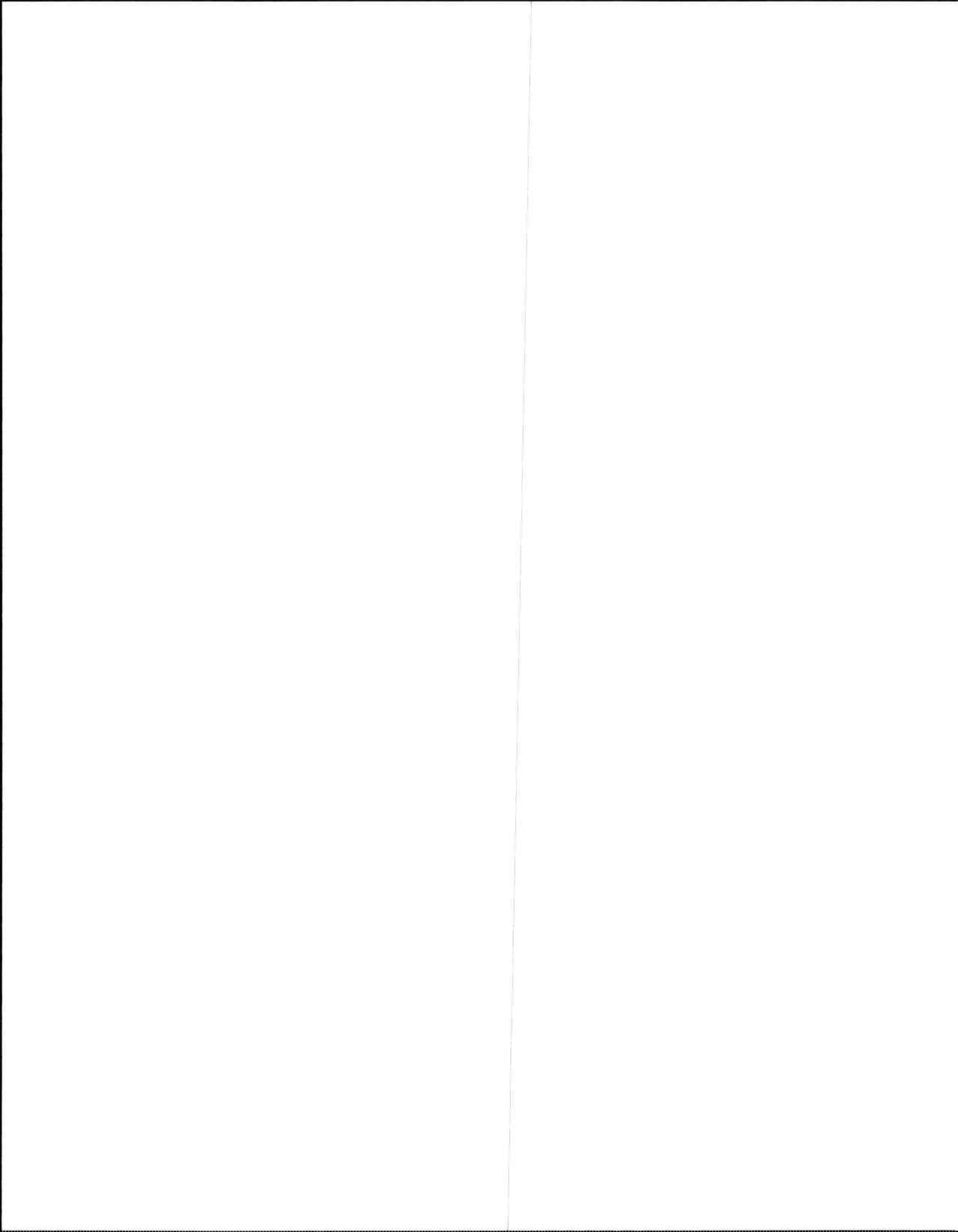


1 GRANTEE shall have such period to effect a cure prior to exercise of remedies
2 by COUNTY. If the default is such that it is not reasonably capable of being
3 cured within thirty (30) days, and GRANTEE (i) initiates corrective action
4 within said period, and (ii) diligently, continually, and in good faith works to
5 effect a cure as soon as possible, then GRANTEE shall have such additional
6 time as is reasonably necessary to cure the default prior to exercise of any
7 remedies by the injured party, but in no event no more than sixty (60) days from
8 the date of the notice of default. In no event shall COUNTY be precluded from
9 exercising remedies if its security becomes or is about to become materially
10 jeopardized by any failure to cure a default or the default is not cured within
11 sixty (60) days after the first notice of default is given.

12 e. Any cure tendered by GRANTEE'S Affiliate shall be accepted or rejected on
13 the same basis as if tendered by GRANTEE.

14 32. COUNTY REMEDIES. Upon the occurrence of an Event of Default, after notice
15 and opportunity to cure, COUNTY's obligation to disburse SLFRF funds shall terminate, and
16 COUNTY shall also have the rights and remedies permitted by this Agreement or applicable
17 law, proceed with any or all of the following remedies in any order or combination COUNTY
18 may choose in its sole discretion:

- 19 a. Terminate this Agreement, in which event the entire ARPA Grant amount as
20 well as any other monies advanced to GRANTEE by COUNTY under this
21 Agreement including administrative costs, shall immediately become due and
22 payable to COUNTY at the option of COUNTY.
- 23 b. Bring an action in equitable relief (1) seeking the specific performance by
24 GRANTEE of the terms and conditions of this Agreement, and/or (2)
25 enjoining, abating, or preventing any violation of said terms and conditions,
26 and/or (3) seeking declaratory relief.



1 c. Enter the Project and take any remedial actions necessary in its judgment with
2 respect to hazardous materials that COUNTY deems necessary to comply with
3 hazardous materials laws or to render the Project suitable for occupancy, which
4 costs shall be due and payable by GRANTEE to COUNTY.

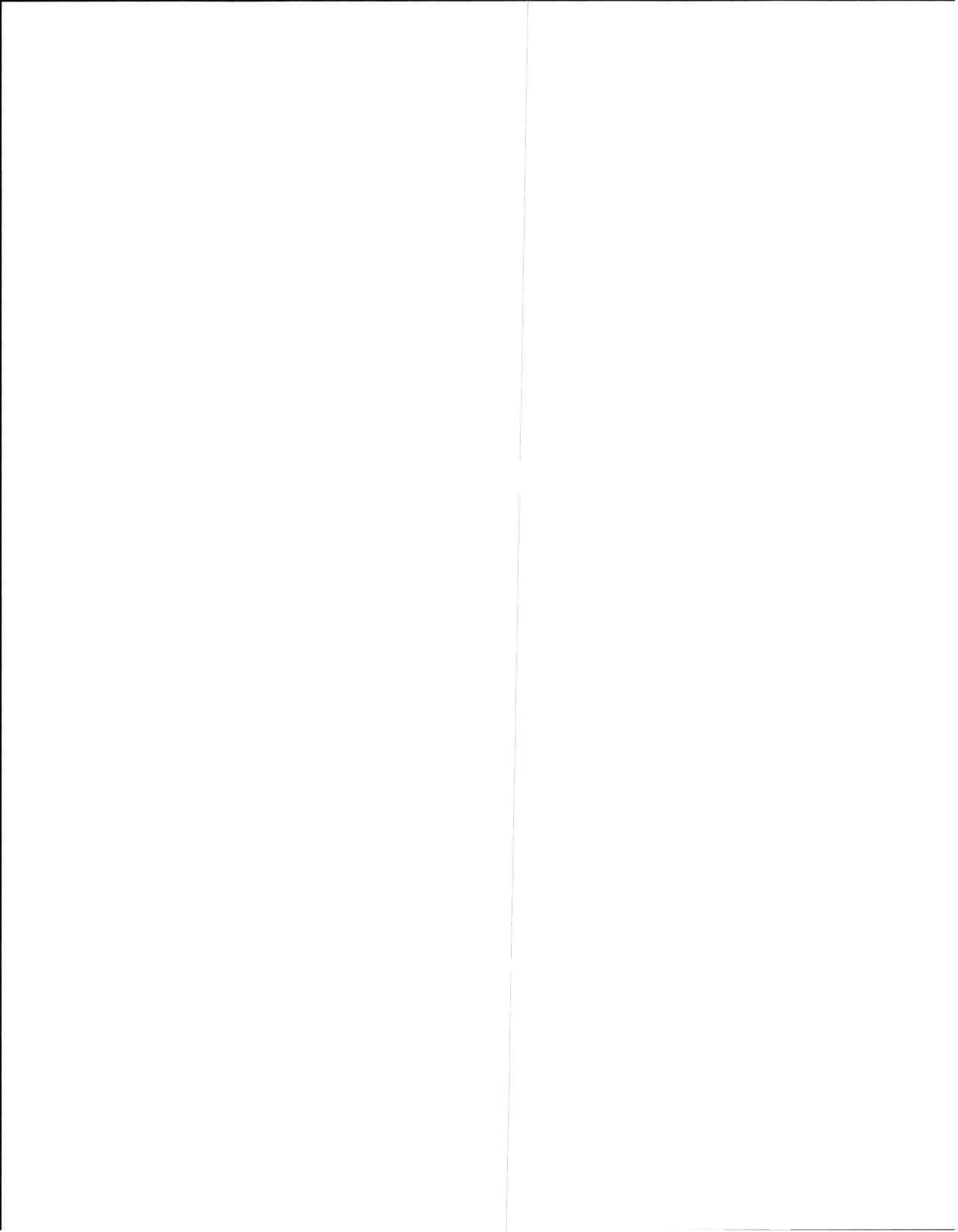
5 c. Pursue any and all other remedies allowed at law or in equity.

6 33. RESERVED.

7 34. GRANTEE'S WARRANTIES. GRANTEE represents and warrants (1) that it has
8 access to professional advice and support to the extent necessary to enable GRANTEE to fully
9 comply with the terms of this Agreement, and to otherwise carry out the Project, (2) that it is
10 duly organized, validly existing and in good standing under the laws of the State of California,
11 (3) that it has the full power and authority to undertake the Project and to execute this
12 Agreement, (4) that the persons executing and delivering this Agreement are authorized to
13 execute and deliver such documents on behalf of GRANTEE and (5) that neither GRANTEE
14 nor any of its principals is presently debarred, suspended, proposed for debarment, declared
15 ineligible, or voluntarily excluded from participation in connection with the transaction
16 contemplated by this Agreement.

17 35. GRANTEE'S CERTIFICATION. GRANTEE certifies, to the best of its
18 knowledge and belief, that:

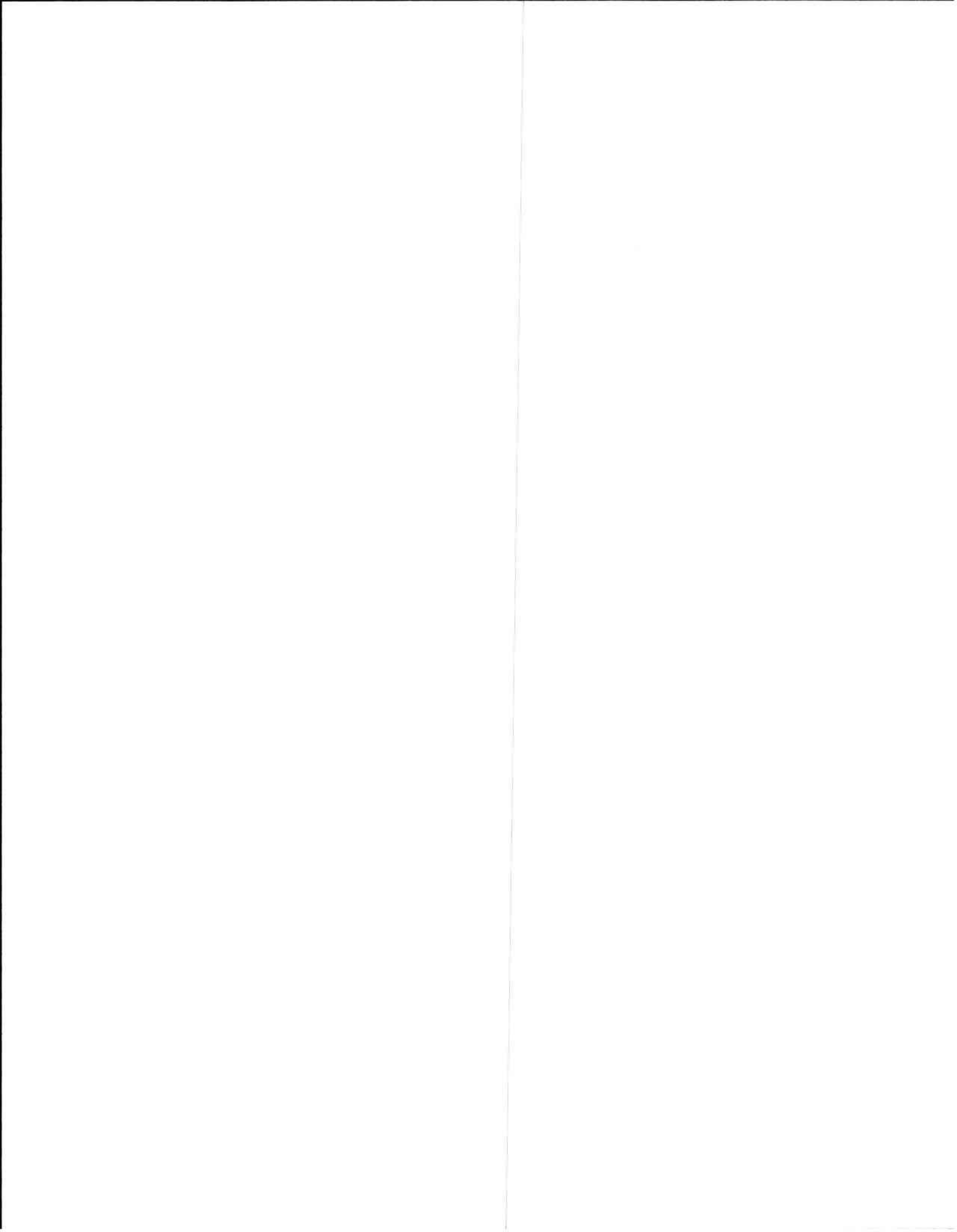
19 a. No federally appropriated funds have been paid or will be paid, by or on behalf
20 of the undersigned, to any person for influencing or attempting to influence an
21 officer or employee of any agency, a member of Congress, an officer or
22 employee of Congress, or an employee of a member of Congress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



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

8 c. The undersigned shall require that the language of this certification be included
9 in the award documents for all sub-awards at all tiers (including subcontracts,
10 sub-grants, and contracts under grants, loans, and cooperative agreements) and
11 that GRANTEE shall certify and disclose accordingly. This certification is a
12 material representation of fact upon which reliance was placed when this
13 transaction was made or entered into.

14 36. HOLD HARMLESS AND INDEMNIFICATION. GRANTEE shall indemnify
15 and hold harmless the County of Riverside, its Agencies, Boards, Districts, Special Districts and
16 Departments, their respective directors, officers, Board of Supervisors, elected and appointed
17 officials, employees, agents and representatives (collectively the "Indemnified Parties") from any
18 liability whatsoever, based or asserted upon any services of GRANTEE, its officers, employees,
19 subcontractors, agents or representatives arising out of their performance under this Agreement,
20 including but not limited to property damage, bodily injury, or death or any other element of any
21 kind or nature whatsoever arising from the performance of GRANTEE, its officers, agents,
22 employees, subcontractors, agents or representatives under this Agreement. GRANTEE shall
23 defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of
24 investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts,
25 Special Districts and Departments, their respective directors, officers, Board of Supervisors,
26 elected and appointed officials, employees, agents and representatives in any claim or action
27 based upon such alleged acts or omissions.



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

6 GRANTEE's obligation hereunder shall be satisfied when GRANTEE has provided to
7 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
8 or claim involved.

9 The specified insurance limits required in this Agreement shall in no way limit or
10 circumscribe GRANTEE's obligations to indemnify and hold harmless COUNTY herein from
11 third party claims.

12 In the event there is conflict between this clause and California Civil Code Section 2782,
13 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not
14 relieve GRANTEE from indemnifying COUNTY to the fullest extent allowed by law.

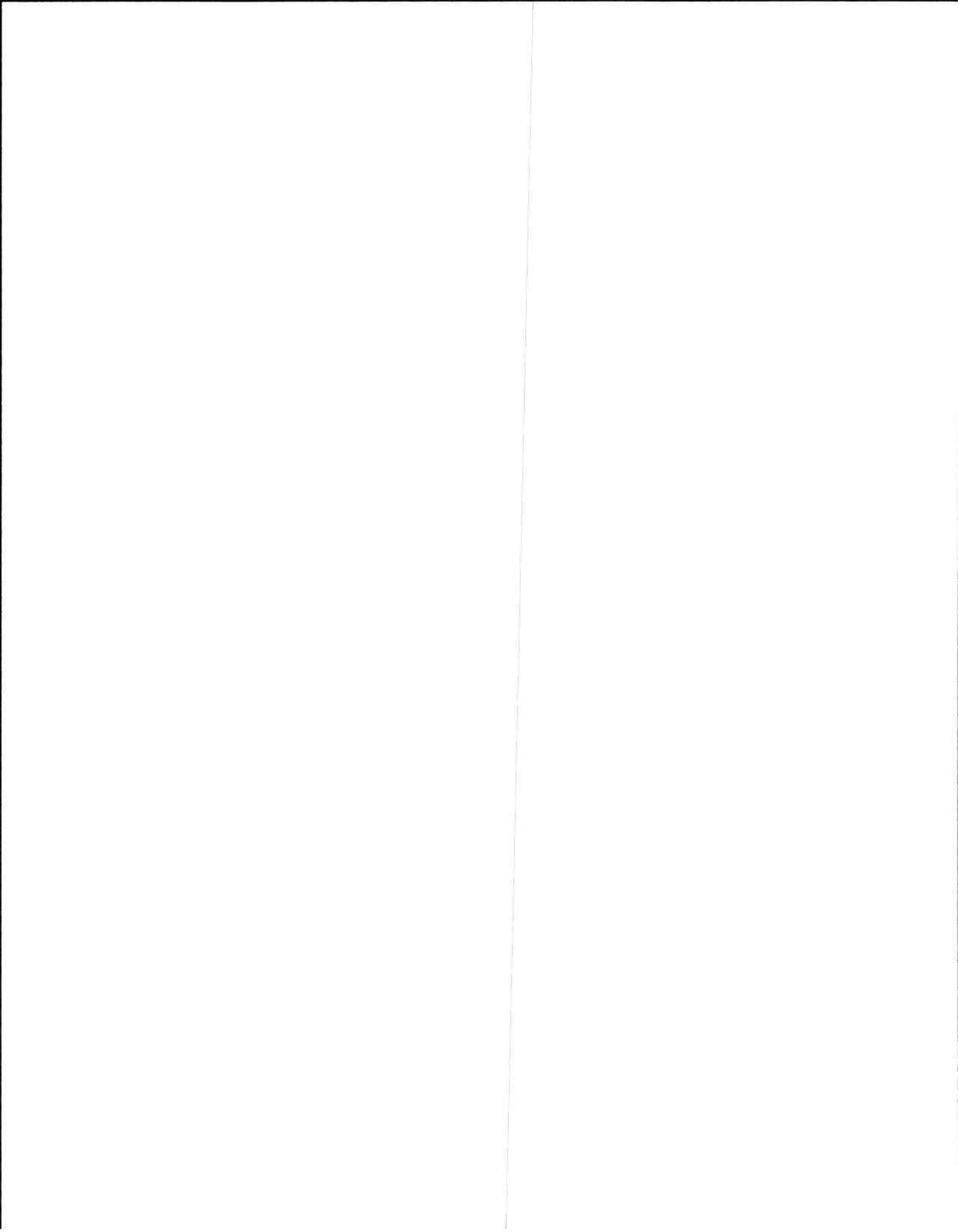
15 GRANTEE's obligations set forth in this **Section 36** shall survive the expiration or earlier
16 termination of this Agreement.

17 37. TERMINATION.

18 a. GRANTEE. GRANTEE may terminate this Agreement prior to disbursement
19 of any ARPA Grant funds by COUNTY in accordance with the applicable
20 ARPA Rules.

21 b. COUNTY. Notwithstanding the provisions of **Section 37(a)**, COUNTY may
22 suspend or terminate this Agreement upon written notice to GRANTEE of the
23 action being taken and the reason for such action in the event one of the
24 following events occur:

25 (i) In the event GRANTEE fails to perform the covenants herein contained
26 at such times and in such manner as provided in this Agreement after
27 the applicable notice and cure provision hereof; or
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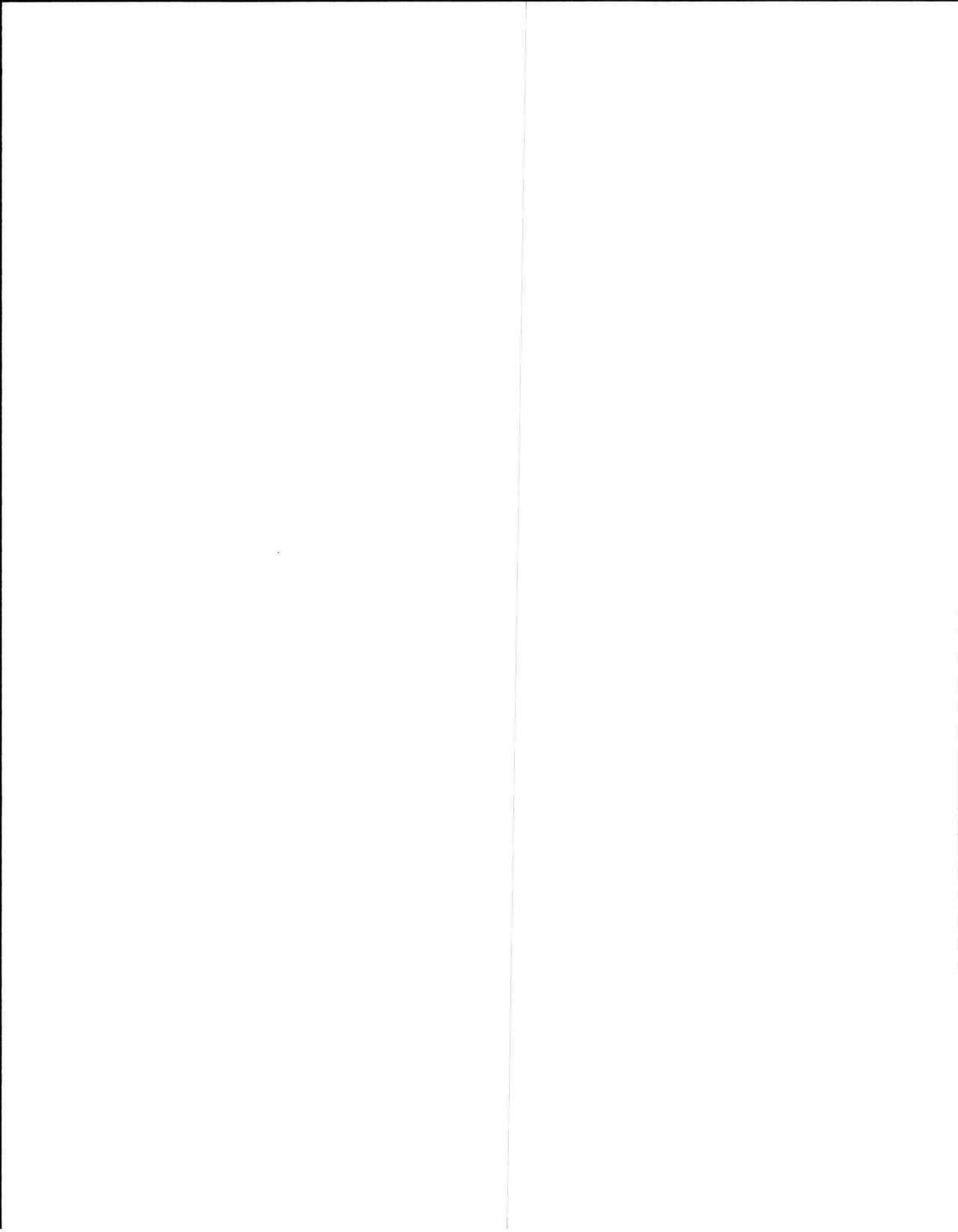
1 (ii) In the event there is a conflict with any federal, state or local law,
2 ordinance, regulation or rule rendering any material provision, in the
3 judgment of COUNTY of this Agreement invalid or untenable; or

4 (iii) In the event the ARPA funding identified in **Section 1** above is
5 terminated or otherwise becomes unavailable.

6 c. This Agreement may be terminated or funding suspended in whole or in part
7 for cause. Cause shall be based on the failure of GRANTEE to materially
8 comply with either the terms or conditions of this Agreement after the
9 expiration of all applicable notice and cure provisions hereof. Upon suspension
10 of funding, GRANTEE agrees not to incur any costs related thereto, or
11 connected with, any area of conflict from which COUNTY has determined that
12 suspension of funds is necessary.

13 d. Upon expiration or earlier termination of this Agreement, GRANTEE shall
14 transfer to COUNTY any unexpended ARPA funds in its possession at the time
15 of expiration of the Agreement as well as any accounts receivable held by
16 GRANTEE which are attributable to the use of ARPA funds awarded pursuant
17 to this Agreement.

18 38. AFFORDABILITY RESTRICTIONS. COUNTY and GRANTEE, on behalf of its
19 successors and assigns, hereby declare their express intent that the restrictions set forth in this
20 Agreement shall continue in full force and effect for the duration of the Affordability Period (as
21 defined in **Section 14** above). Each and every contract, deed or other instrument hereafter
22 executed covering and conveying the Property or any portion thereof shall be held conclusively
23 to have been executed, delivered and accepted subject to such restrictions, regardless of whether
24 such restrictions are set forth in such contract, deed or other instrument. GRANTEE shall execute
25 and record as a lien against the Property, a Covenant Agreement, substantially conforming in
26 form and substance to the Covenant Agreement attached hereto as **Exhibit C** and incorporated
27 herein by this reference, setting forth the use and income restriction required in this Agreement.
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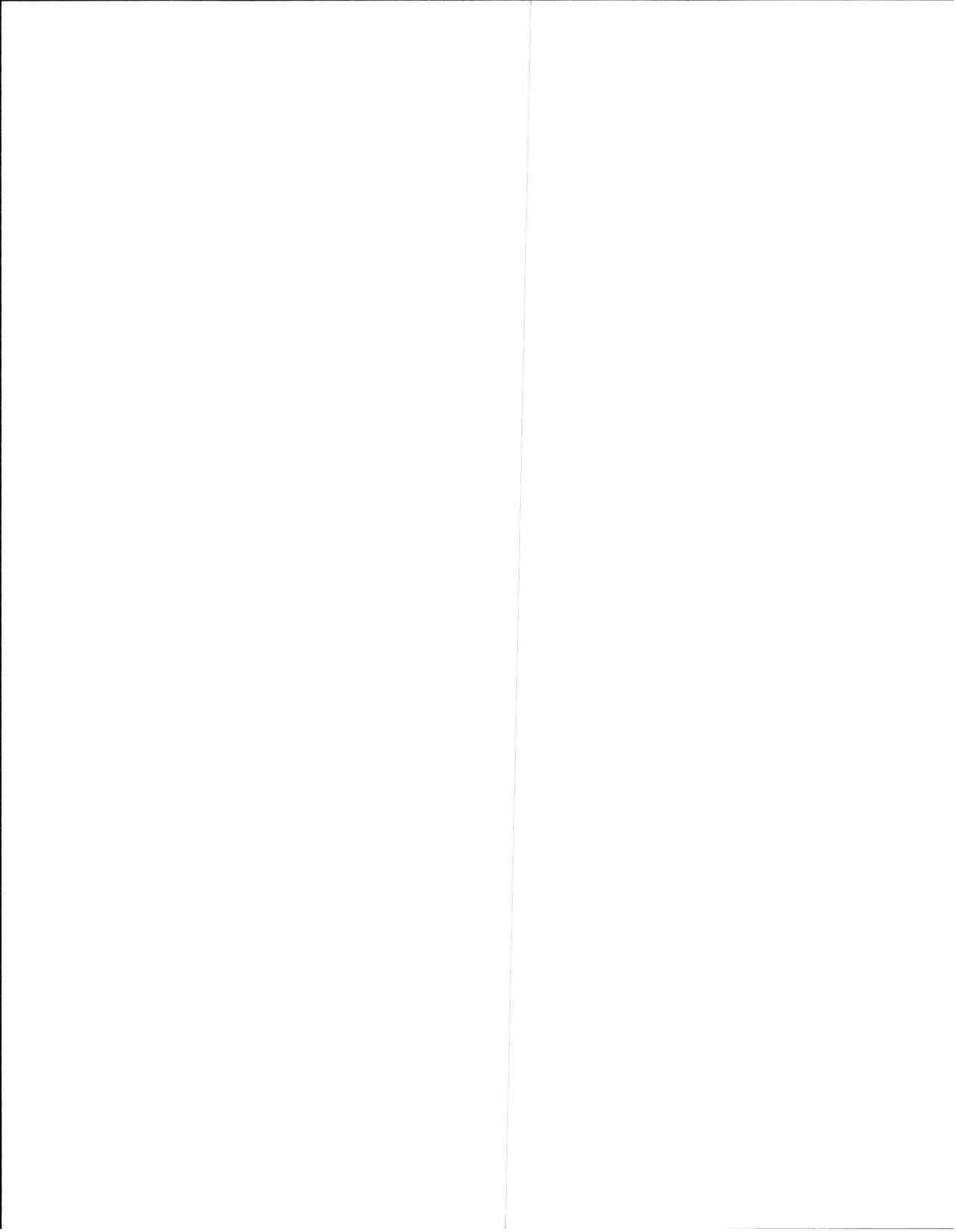
1 39. MECHANICS LIENS AND STOP NOTICES. If any claim of mechanics lien is
2 filed against the Project or a stop notice affecting the ARPA Grant is served on COUNTY,
3 GRANTEE must, within twenty (20) calendar days of such filing or notification of service, either
4 pay and fully discharge the lien or stop notice, obtain a release of the lien or stop notice by
5 delivering to COUNTY a surety bond in sufficient form and amount, or provide COUNTY with
6 other assurance reasonably satisfactory to COUNTY that the lien or stop notice will be paid or
7 discharged.

8 40. ENTIRE AGREEMENT. It is expressly agreed that this Agreement embodies the
9 entire agreement of the parties in relation to the subject matter hereof, and that no other agreement
10 or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at
11 the time of execution.

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

17 42. WAIVER. Failure by a party to insist upon the strict performance of any of the
18 provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon
19 the default of the other party, shall not constitute a waiver of such party's rights to insist and
20 demand strict compliance by the other party with the terms of this Agreement thereafter.

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



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

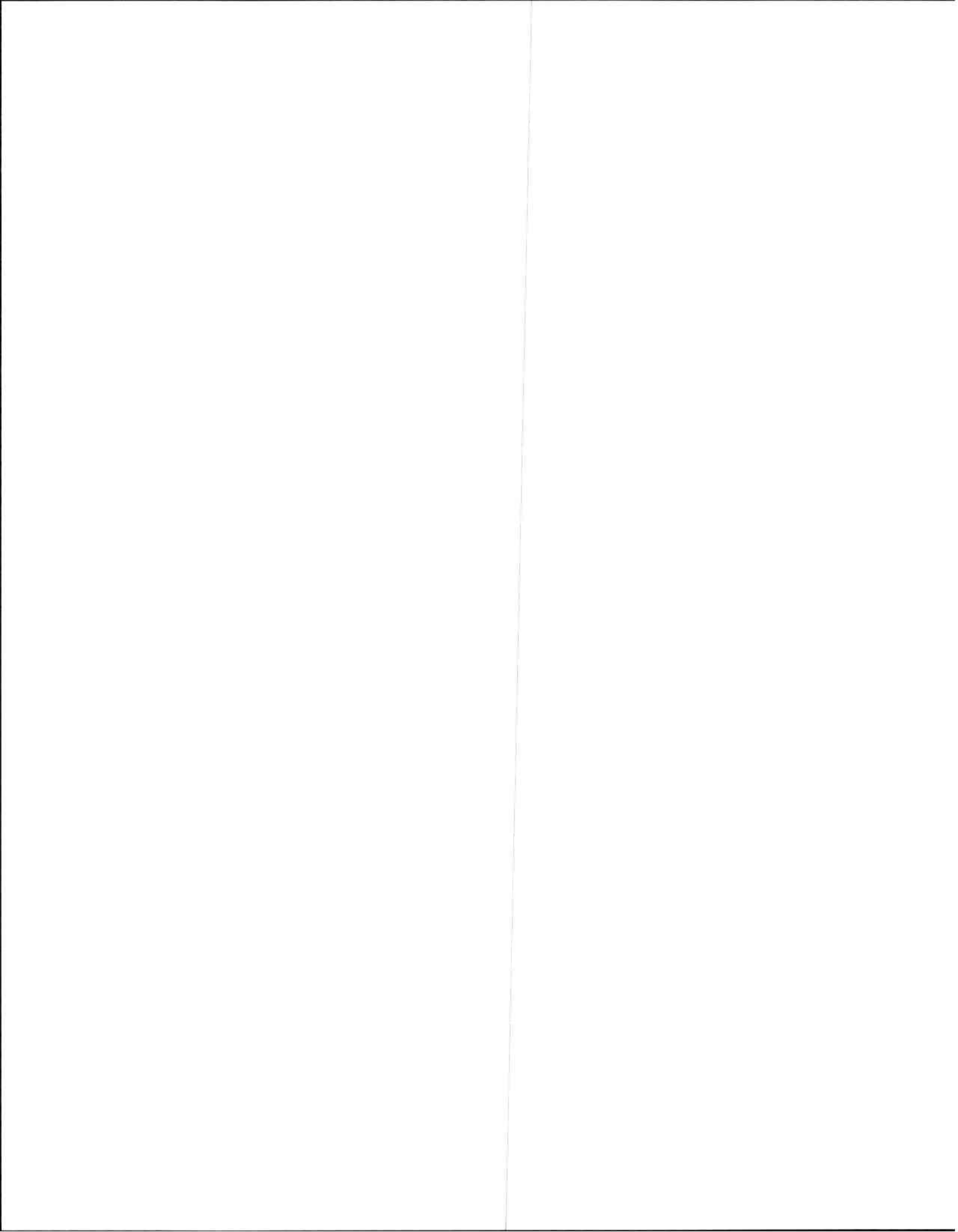
6 45. SEVERABILITY. Each paragraph and provision of this Agreement is severable
7 from each other provision, and if any provision or part thereof is declared invalid, the remaining
8 provisions shall nevertheless remain in full force and effect.

9 46. MINISTERIAL ACTS. COUNTY's Director of HWS, or designee, is authorized
10 to take such ministerial actions as may be necessary or appropriate to implement the terms,
11 provisions, and conditions of this Agreement as it may be amended from time to time by both
12 parties.

13 47. MODIFICATION OF AGREEMENT. COUNTY or GRANTEE may consider it
14 in its best interest to change, modify or extend a term or condition of this Agreement, provided
15 such change, modification or extension is agreed to in writing by the other party. Any such
16 change, extension or modification, which is mutually agreed upon by COUNTY and GRANTEE
17 shall be incorporated in written amendments to this Agreement. Such amendments shall not
18 invalidate this Agreement, nor relieve or release COUNTY or GRANTEE from any obligations
19 under this Agreement, except for those parts thereby amended. No amendment to this Agreement
20 shall be effective and binding upon the parties, unless it expressly makes reference to this
21 Agreement, is in writing, is signed and acknowledged by duly authorized representatives of all
22 parties, and approved by the COUNTY.

23 48. CONDITIONAL COMMITMENT.

- 24 a. GRANTEE Completion. The Project must be completed no later than two (2)
25 years from the Effective Date of this Agreement (the "Completion Deadline").
26 If GRANTEE is unable to meet the condition as required by this **Section 48**
27 including Extension, then COUNTY and GRANTEE mutually agree that this
28



1 Agreement will self-terminate. Upon such termination, this Agreement shall
2 become null and void. COUNTY and GRANTEE shall be released and
3 discharged respectively from their obligations under this Agreement, except for
4 those provisions which by their terms survive termination. All costs incurred by
5 each party on the Project will be assumed respectively.

6 49. RESERVED.

7 50. RESERVED.

8 51. EXHIBITS AND ATTACHMENTS. Each of the attachments and exhibits
9 attached hereto is incorporated herein by this reference.

10 52. MEDIA RELEASES. GRANTEE agrees to allow COUNTY to provide input
11 regarding all media releases regarding the Project. Any publicity generated by GRANTEE for the
12 Project must make reference to the contribution of COUNTY in making the Project possible.
13 COUNTY's name shall be prominently displayed in all pieces of publicity generated by
14 GRANTEE, including flyers, press releases, posters, signs, brochures, and public service
15 announcements. GRANTEE agrees to cooperate with COUNTY in any COUNTY-generated
16 publicity or promotional activities with respect to the Project.

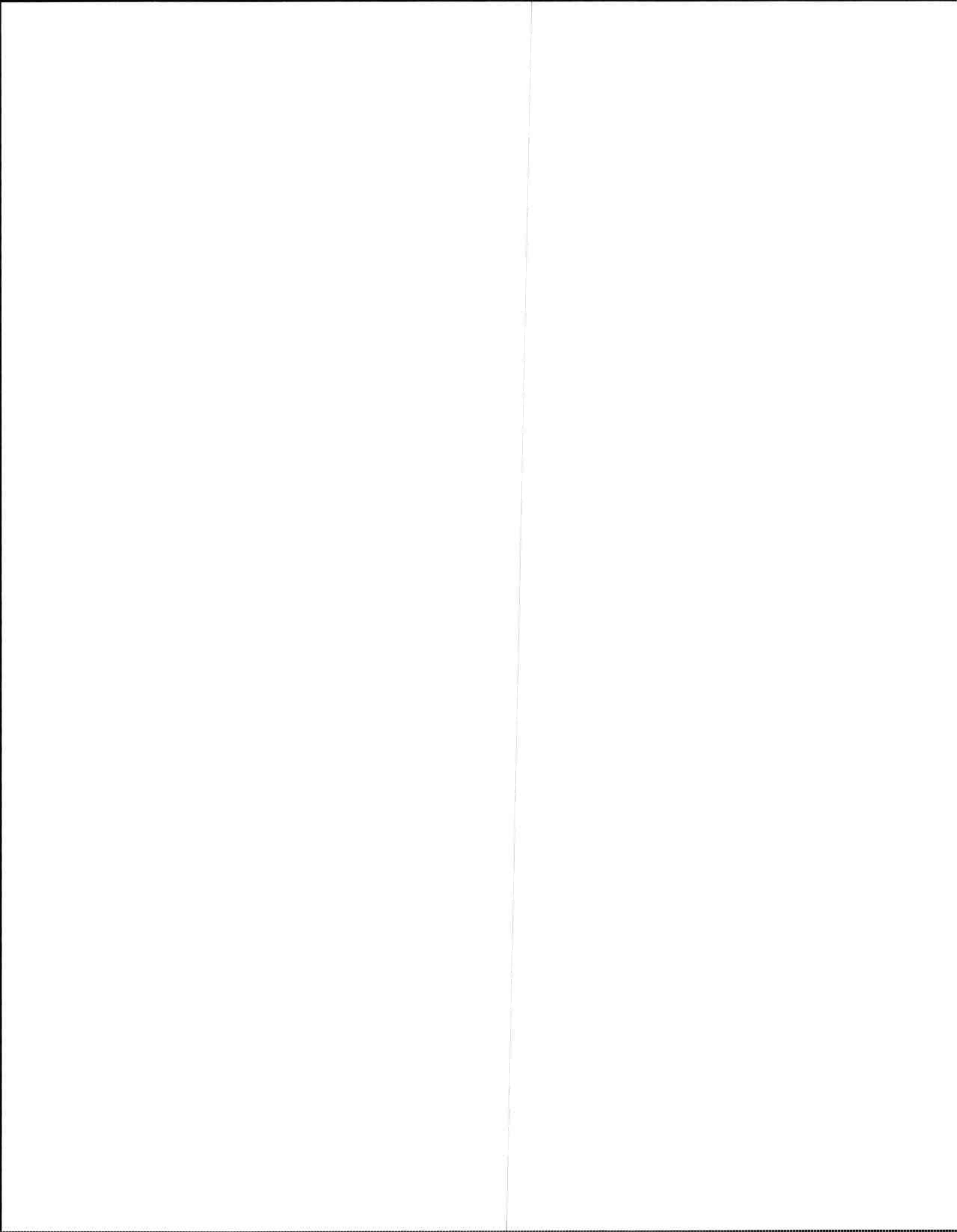
17 53. NOTICES. All notices, requests, demands and other communication required or
18 desired to be served by either party upon the other shall be addressed to the respective parties as
19 set forth below or the such other addresses as from time to time shall be designated by the
20 respective parties and shall be sufficient if sent by United States first class, certified mail, postage
21 prepaid, or express delivery service with a receipt showing the date of delivery.

22 COUNTY
23 Director HWS
County of Riverside

24 3403 10th Street, Suite 300
25 Riverside, CA 92501

GRANTEE
Senior Vice President, Development
Vista Dorada, L.P.

1149 S Hill St. Suite 700
Los Angeles, CA 90015



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

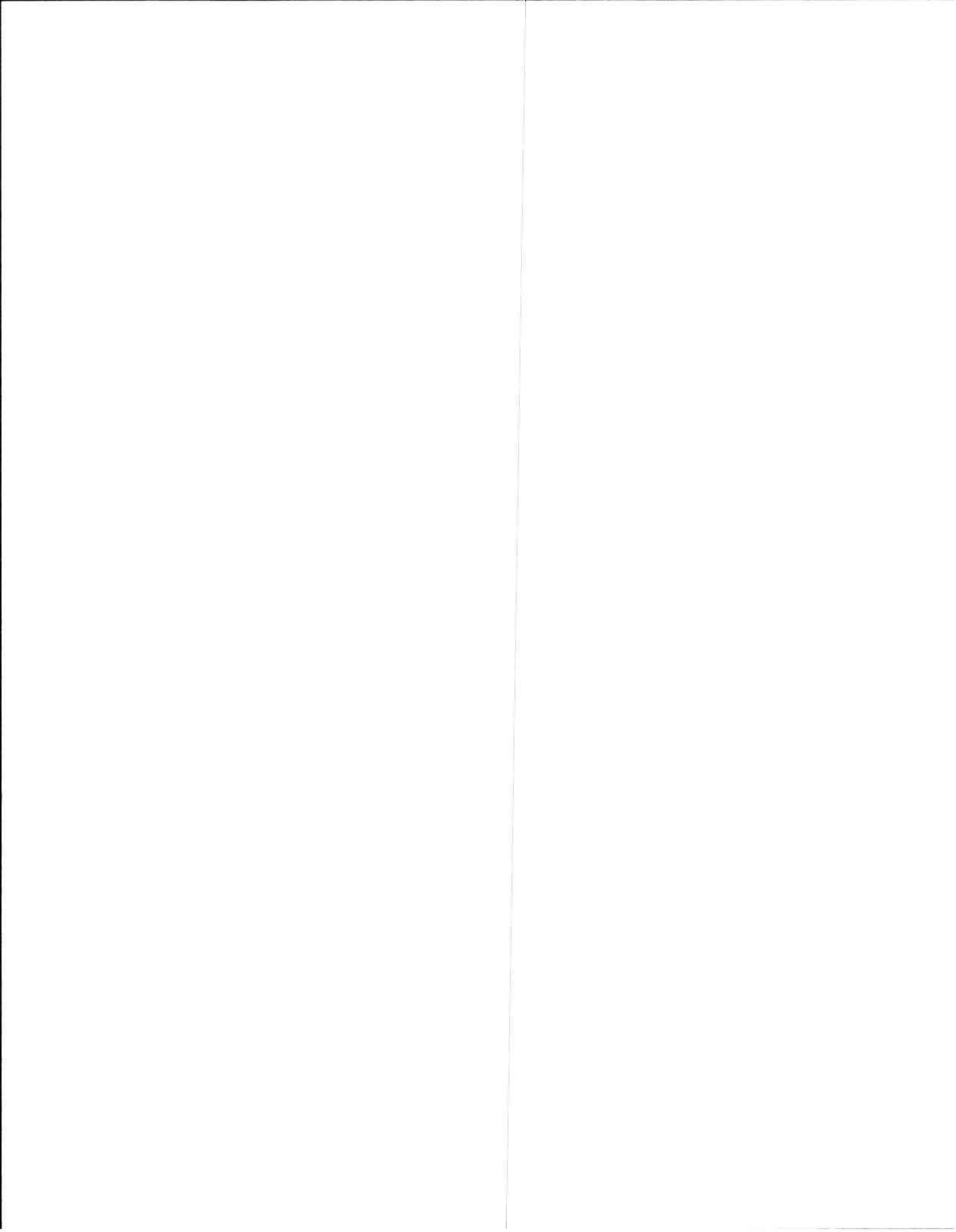
4 55. EFFECTIVE DATE. The effective date of this Agreement is the date the parties
5 execute the Agreement (“Effective Date”). If the parties execute the Agreement on more than one
6 date, then the last date the Agreement is executed by a party shall be the Effective Date.

7 56. FURTHER ASSURANCES. GRANTEE shall execute any further documents
8 consistent with the terms of this Agreement, including documents in recordable form, as the
9 COUNTY may from time to time find necessary or appropriate to effectuate its purposes in
10 entering into this Agreement.

11 57. NONLIABILITY OF COUNTY OFFICIALS AND EMPLOYEES. No member,
12 official, employee or consultant of the COUNTY shall be personally liable to the GRANTEE, or
13 any successor in interest, in the event of any default or breach by the COUNTY or for any amount
14 which may become due to the GRANTEE or to its successor, or on any obligations under the
15 terms of this Agreement.

16 58. CONSTRUCTION AND INTERPRETATION OF AGREEMENT.

17 a. The language in all parts of this Agreement shall in all cases be construed
18 simply, as a whole and in accordance with its fair meaning and not strictly for
19 or against any party. The parties hereto acknowledge and agree that this
20 Agreement has been prepared jointly by the parties and has been the subject of
21 arm’s length and careful negotiation over a considerable period of time, that
22 each party has been given the opportunity to independently review this
23 Agreement with legal counsel, and that each party has the requisite experience
24 and sophistication to understand, interpret, and agree to the particular language
25 of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute
26 regarding the interpretation of this Agreement, this Agreement shall not be
27 interpreted or construed against the party preparing it, and instead other rules
28



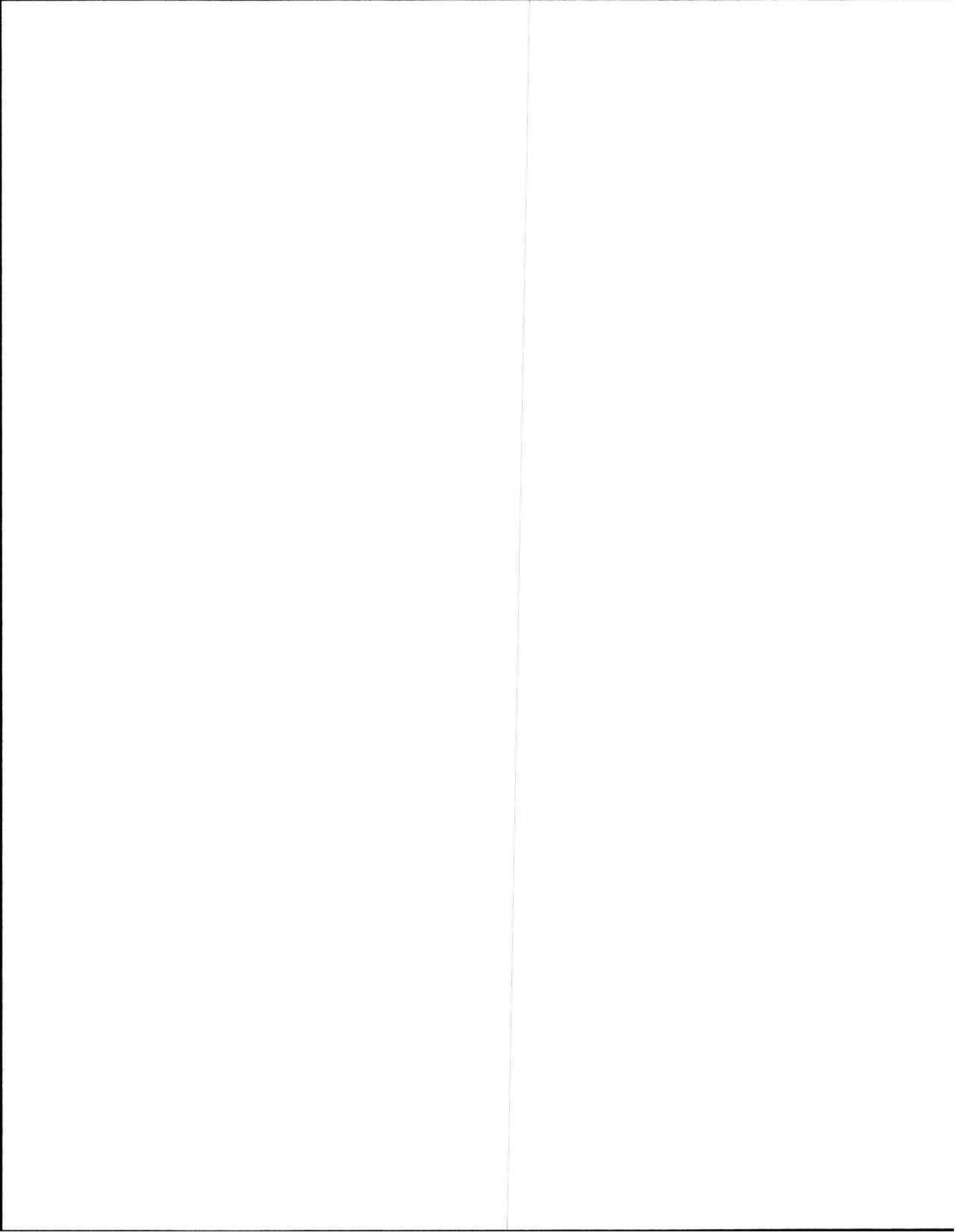
1 of interpretation and construction shall be utilized.

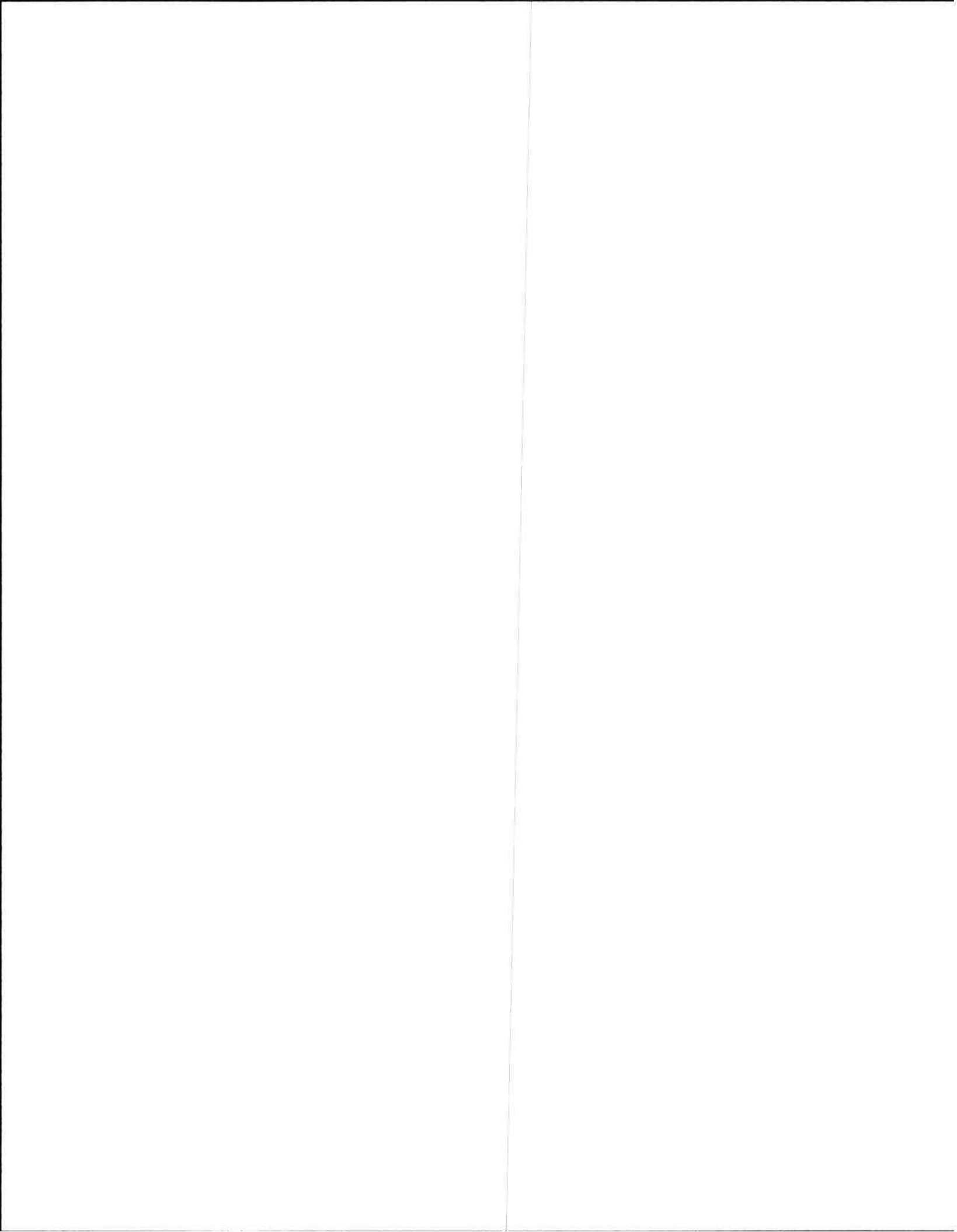
2 b. If any term or provision of this Agreement, the deletion of which would not
3 adversely affect the receipt of any material benefit by any party hereunder, shall
4 be held by a court of competent jurisdiction to be invalid or unenforceable, the
5 remainder of this Agreement shall not be affected thereby and each other term
6 and provision of this Agreement shall be valid and enforceable to the fullest
7 extent permitted by law. It is the intention of the parties hereto that in lieu of
8 each clause or provision of this Agreement that is illegal, invalid, or
9 unenforceable, there be added as a part of this Agreement an enforceable clause
10 or provision as similar in terms to such illegal, invalid, or unenforceable clause
11 or provision as may be possible.

12 c. The captions of the articles, sections, and subsections herein are inserted solely
13 for convenience and under no circumstances are they or any of them to be
14 treated or construed as part of this instrument.

15 d. References in this instrument to this Agreement mean, refer to and include this
16 instrument as well as any riders, exhibits, addenda and attachments hereto
17 (which are hereby incorporated herein by this reference) or other documents
18 expressly incorporated by reference in this instrument. Any references to any
19 covenant, condition, obligation, and/or undertaking "herein," "hereunder," or
20 "pursuant hereto" (or language of like import) means, refer to, and include the
21 covenants, obligations, and undertakings existing pursuant to this instrument
22 and any riders, exhibits, addenda, and attachments or other documents affixed
23 to or expressly incorporated by reference in this instrument.

24 e. As used in this Agreement, and as the context may require, the singular includes
25 the plural and vice versa, and the masculine gender includes the feminine and
26 vice versa.





IN WITNESS WHEREOF, COUNTY and GRANTEE have executed this Agreement as of the dates written below.

COUNTY:

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

GRANTEE:

VISTA DORADA, L.P.
a California limited partnership

By: Vista Dorada GP, LLC
a California limited liability company,
its General Partner

By: Abode Communities
A California nonprofit corporation,
its Sole Member

By: form - do not sign
Heidi Marshall, Director HWS

By: form - do not sign
Lara Regus, Senior Vice President,
Development


Date: _____

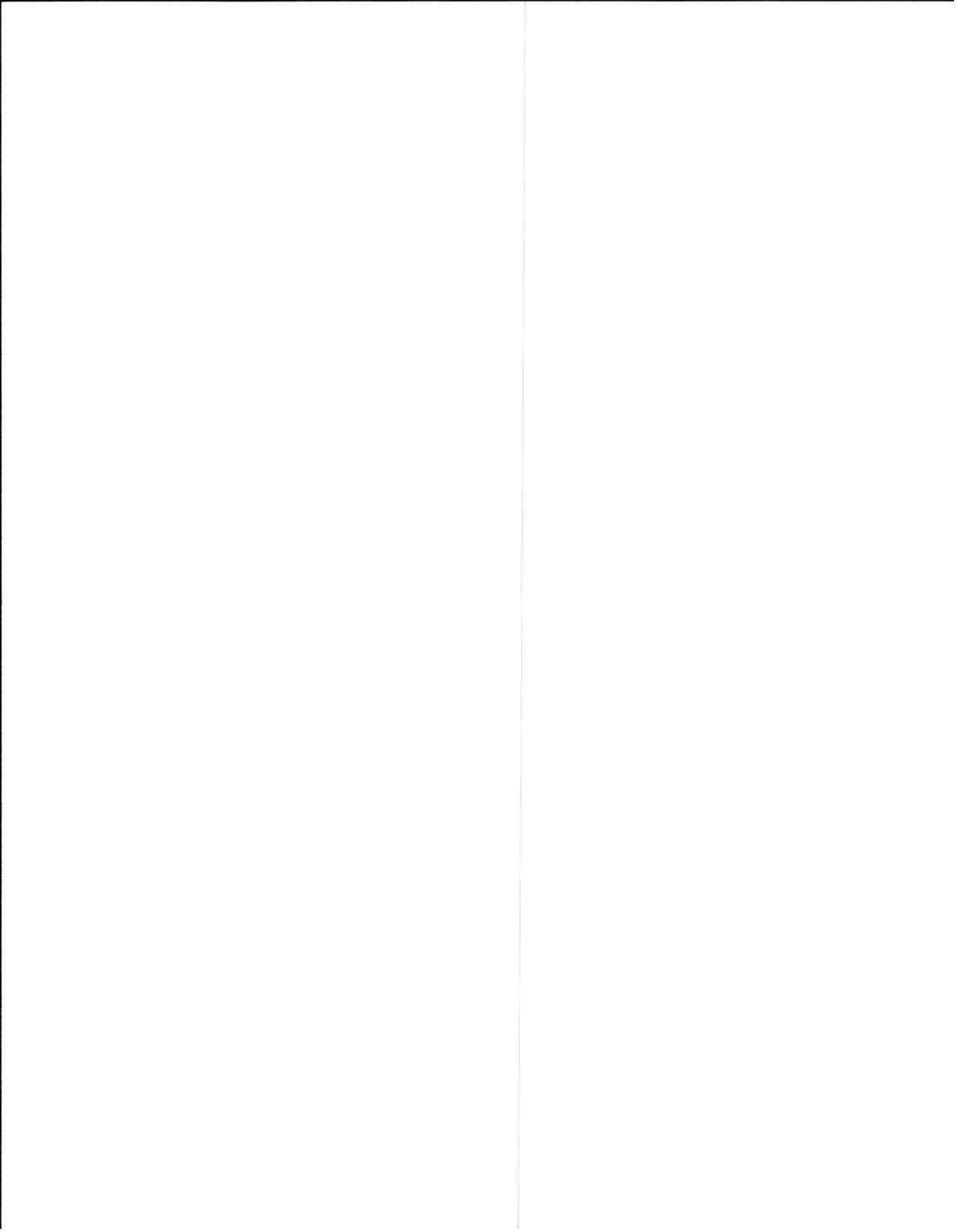
Date: _____

(Above signatures need to be notarized)

APPROVED AS TO FORM:

County Counsel

By: 
Amri P. Dhillon
Deputy County Counsel



<INSERT CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT>

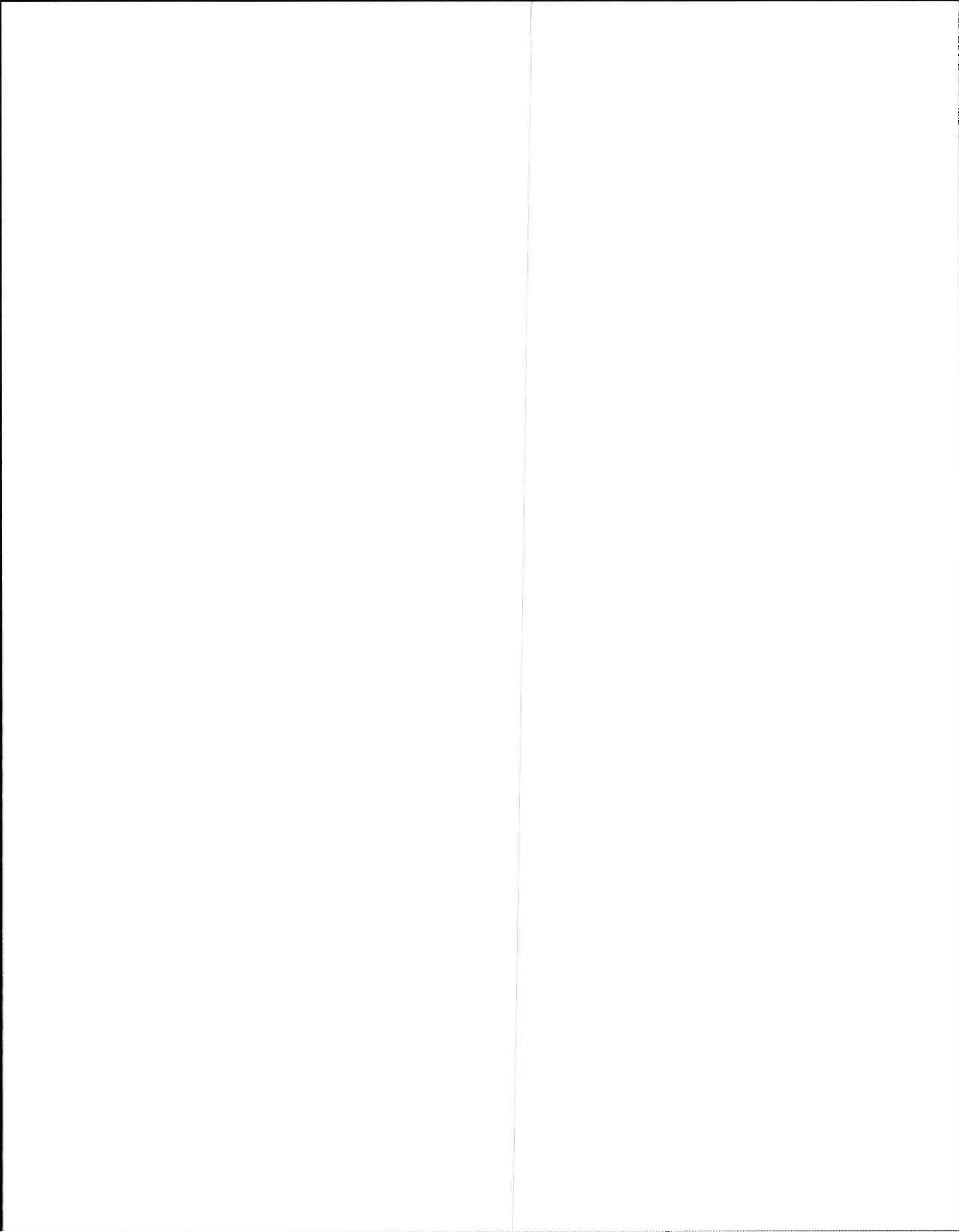


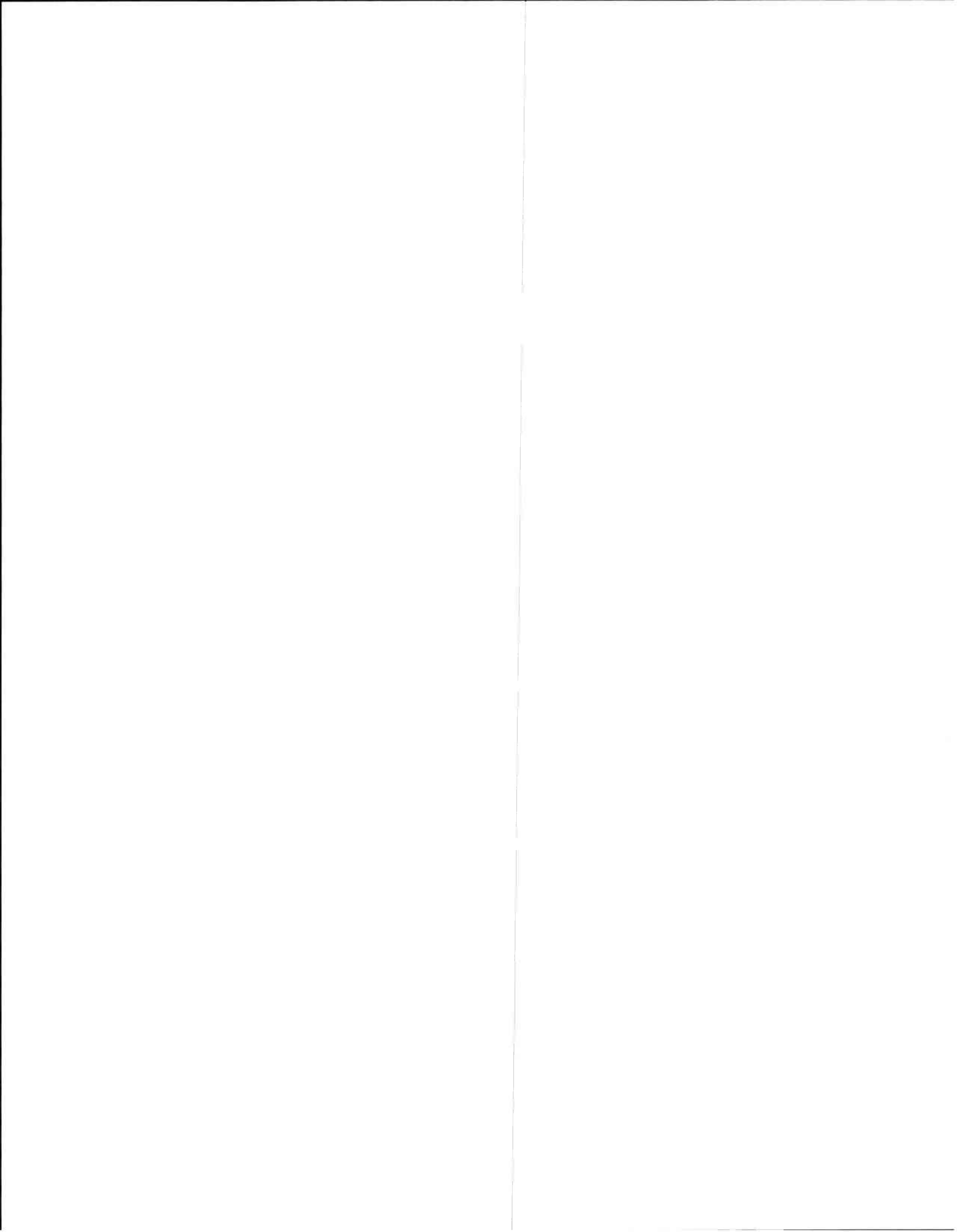
EXHIBIT “A”

Grantee: Vista Dorada, L.P.
Address: 1149 S Hill St. Suite 700, Los Angeles, CA 90015
Project Title: Vista Dorada
Location: 1910 Frontage Rd., Corona, CA 92882, APN 102-250-054

Project Description:

GRANTEE is proposing to utilize \$2,500,000 in ARPA funds to pay a portion of the costs to rehabilitate the former Ayres Suites Hotel in the City of Corona and convert it into Vista Dorada, a permanent supportive housing project with fifty-two (52) units for homeless and chronically homeless households and one manager’s unit (collectively, the “Project”). The Project will be located at 1910 Frontage Rd., Corona, CA 92882 Assessor’s Parcel Numbers: 102-250-054 (“Property”). The Project shall be comprised of 17 studio bedrooms and 36 one-bedroom units.

All the tenants will receive on-site, specific, targeted supportive housing services designed to help residents stabilize and thrive. There will be a community room where residents can receive services, host and attend meetings, access educational activities and other resources. Resident will also have access to a laundry room and an outdoor patio.



Legal Description of Property:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

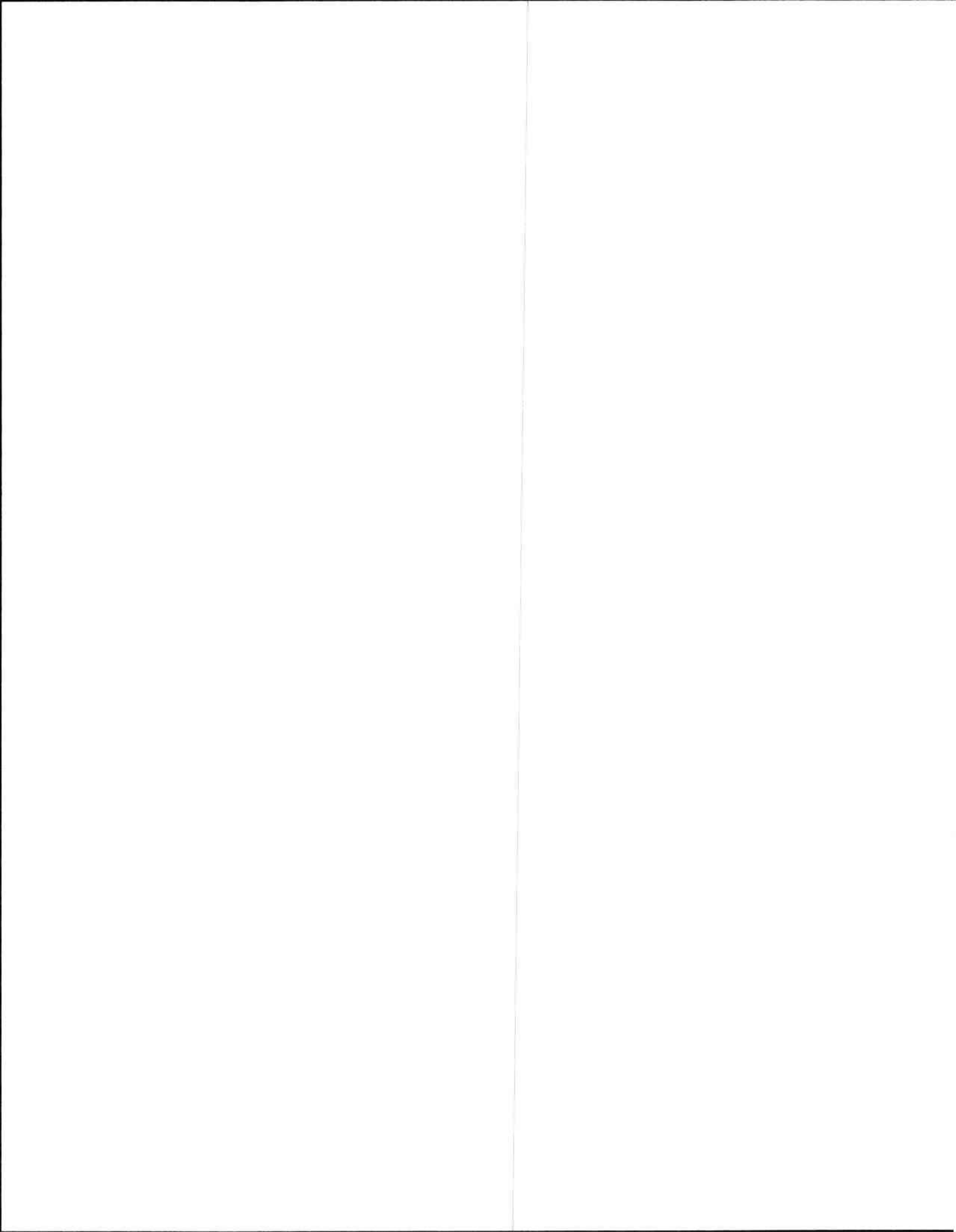
PARCEL A:

PARCEL 2, INCLUSIVE, OF PARCEL MAP NO. 28589, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 191, PAGES 46](#) THROUGH 48, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR ACCESS, DRAINAGE, PARKING, AND MAINTENANCE OF EASEMENT AREAS SET FORTH IN ARTICLE III OF THAT CERTAIN DOCUMENT ENTITLED "DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR LOTS 11, 2 AND 3, PARCEL MAP 28589, RECORDED APRIL 9, 1998 AS [INSTRUMENT NO. 1998-136332 OF OFFICIAL RECORDS](#). SUBJECT TO THE TERMS AND CONDITIONS CONTAINED THEREIN.

[APN: 102-250-054](#)



Permanent Funding Sources:

Homekey Grant \$11,949,000

County ARPA Grant \$ 2,500,000

Total Sources \$14,449,000

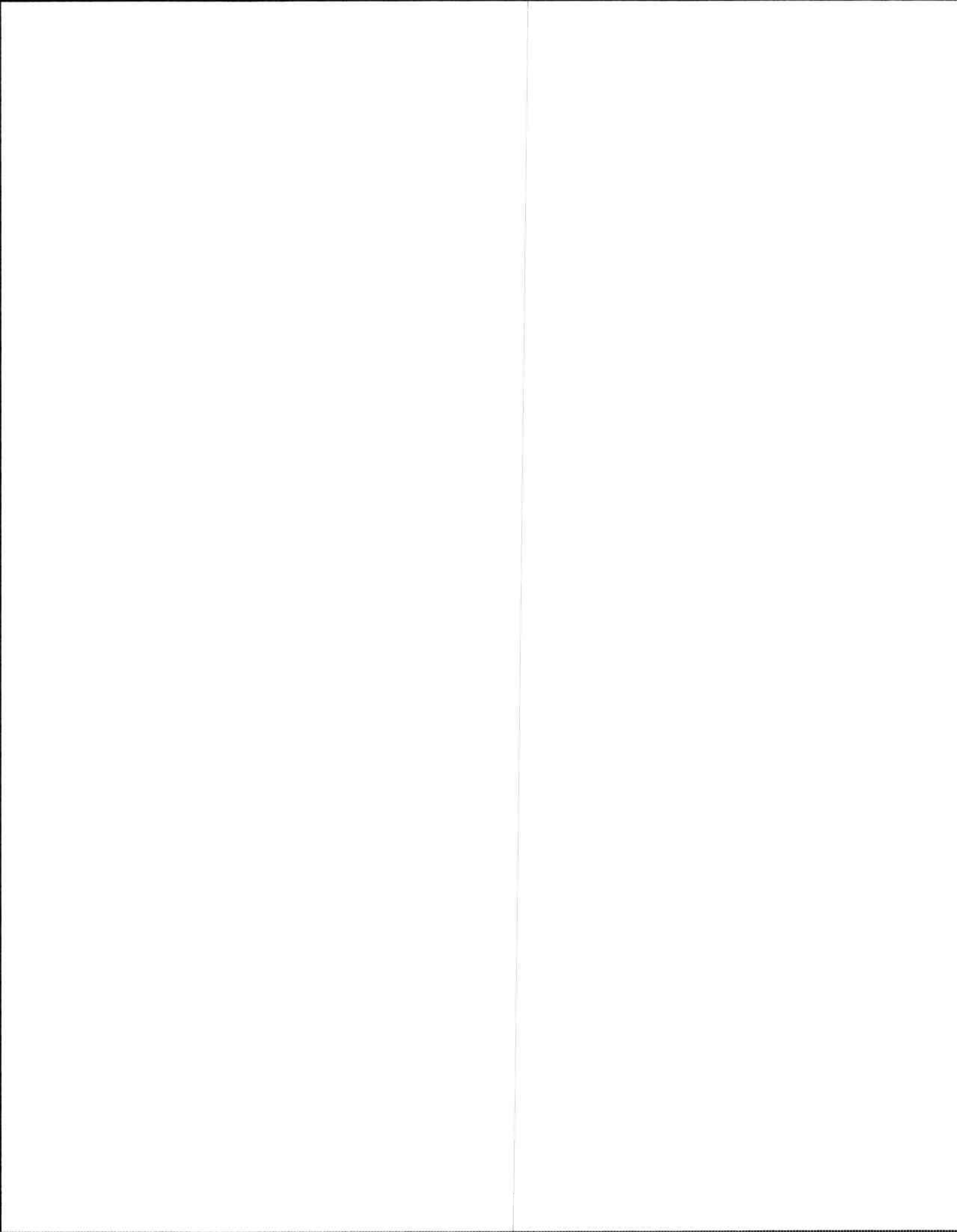


EXHIBIT “A-1”

IMPLEMENTATION SCHEDULE

Milestone	Completion Date
1. County Approval	August 30, 2022
2. ARPA Grant Close	September 15, 2022
3. Completion of Rehabilitation of Property	March 14, 2023

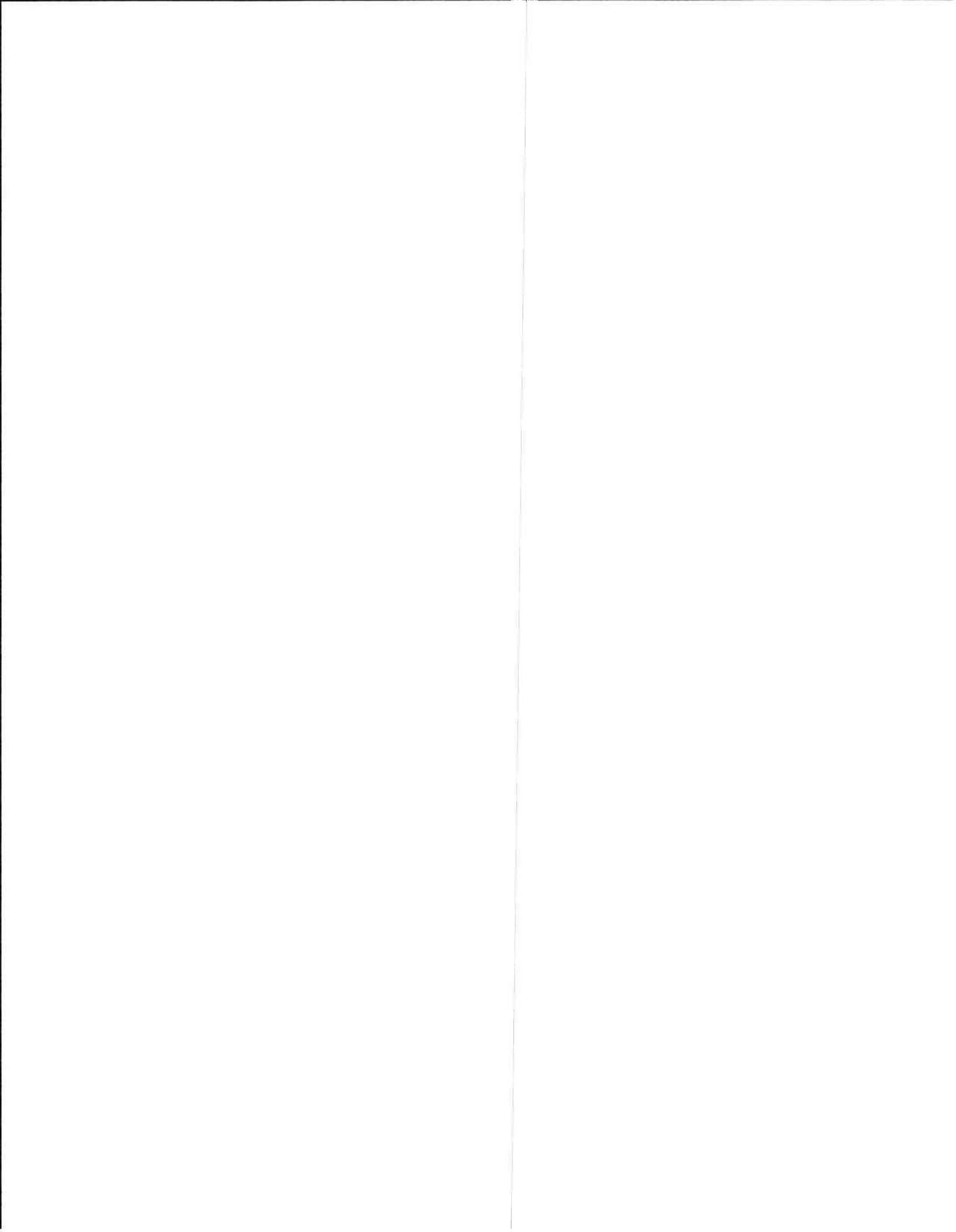


EXHIBIT "B"

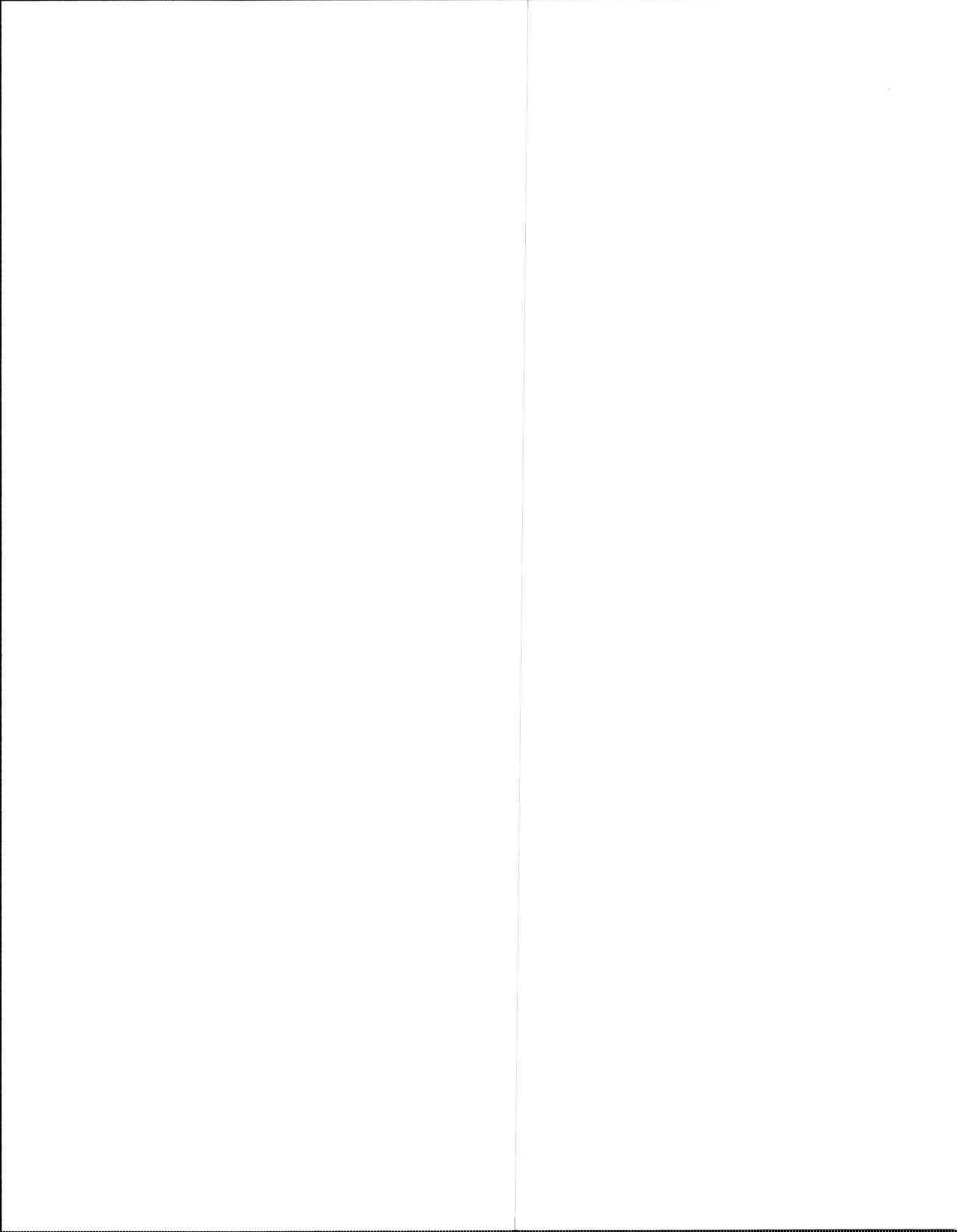
Prohibition Against Conflicts of Interest

Community Development Block Grant
Policy Manual, I.D. # A-11

TOPIC: CONFLICT OF INTEREST CODE
RIVERSIDE COUNTY
Housing & Workforce Solutions
DATE: MARCH 1999

This Conflict of Interest Code is written to comply with Federal Regulations 2 CFR Section 200.318(c) and 2 CFR Section 200.112. Grantee shall also comply with the conflict of interest provisions in the ARPA Rules.

- 1) No employee, officer, or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- 2) Such a conflict will arise when:
 - i) The employee, officer or agent;
 - ii) Any member of the immediate family;
 - iii) His/Her partners; or
 - iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.
- 3) The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.
- 4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:
 - i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
 - ii) Any real property in which the official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.
 - iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
 - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
 - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.



- 5) For purposes of **Section 4**, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.

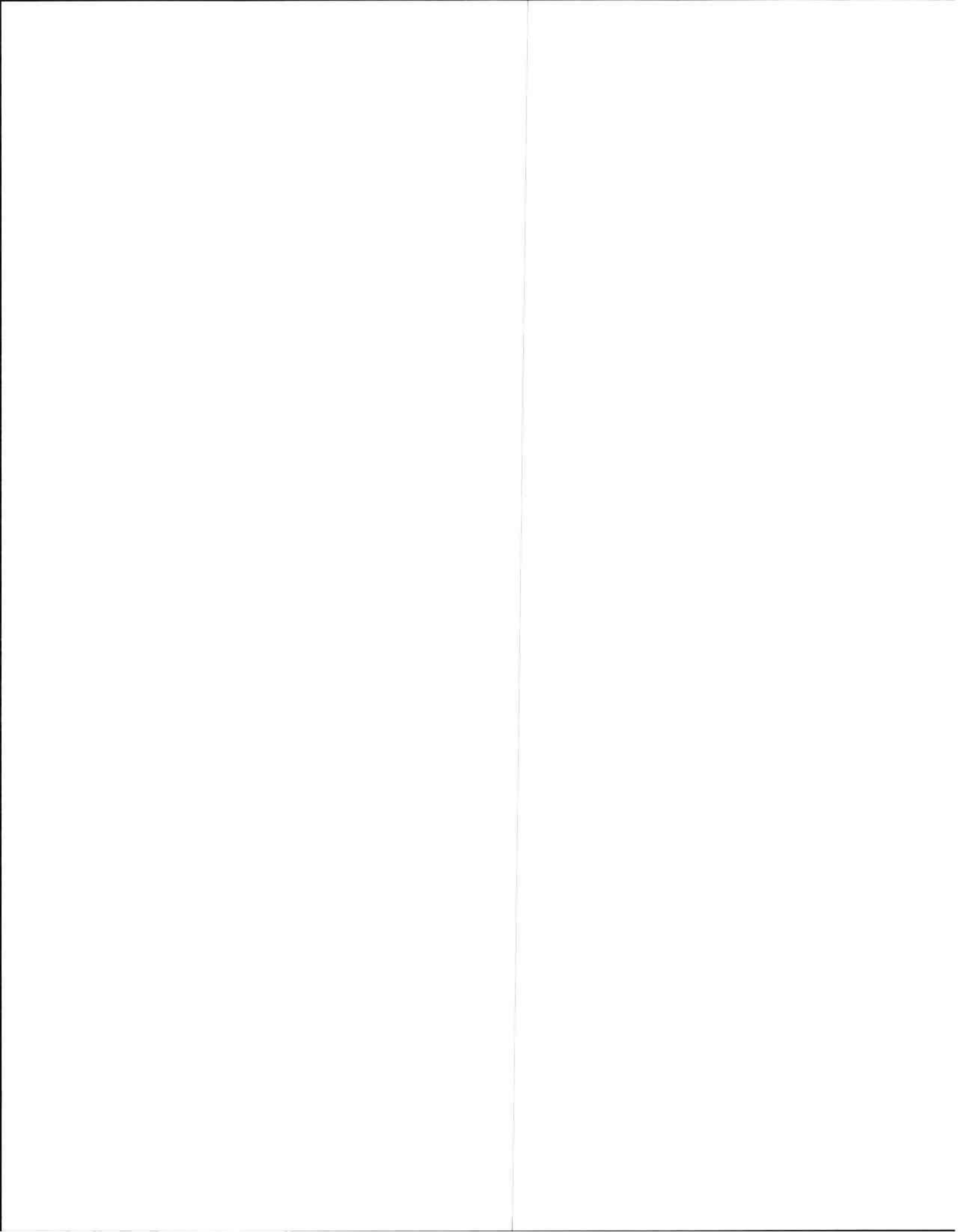
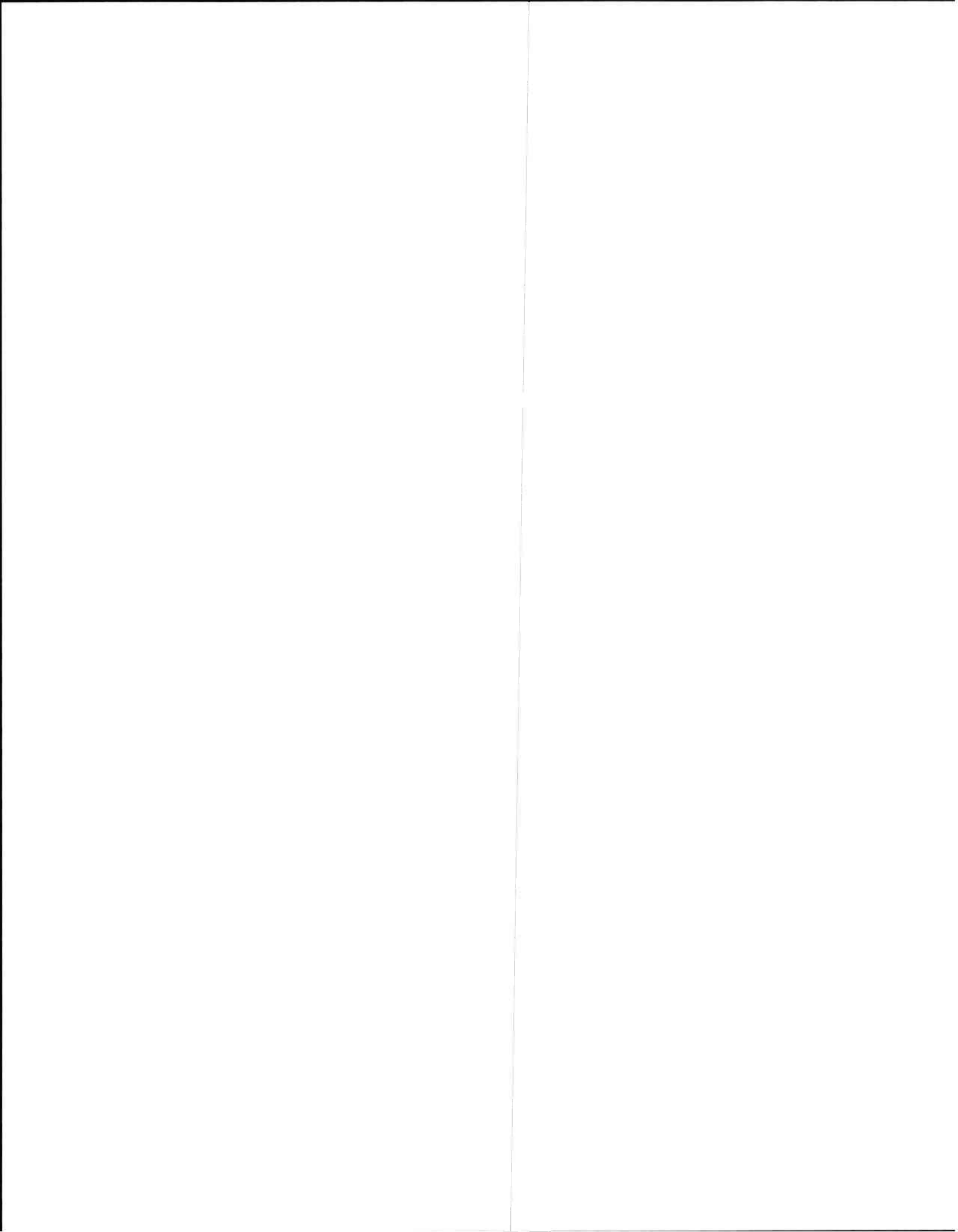


EXHIBIT “C”

Covenant Agreement



1 NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103

2 Order No.
3 Escrow No.
4 Loan No.

5 RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

6 County of Riverside
7 Housing and Workforce Solutions
8 3403 10th Street, Suite 300
Riverside, CA 92501
Attn. Juan Garcia

9 SPACE ABOVE THIS LINE FOR RECORDERS USE

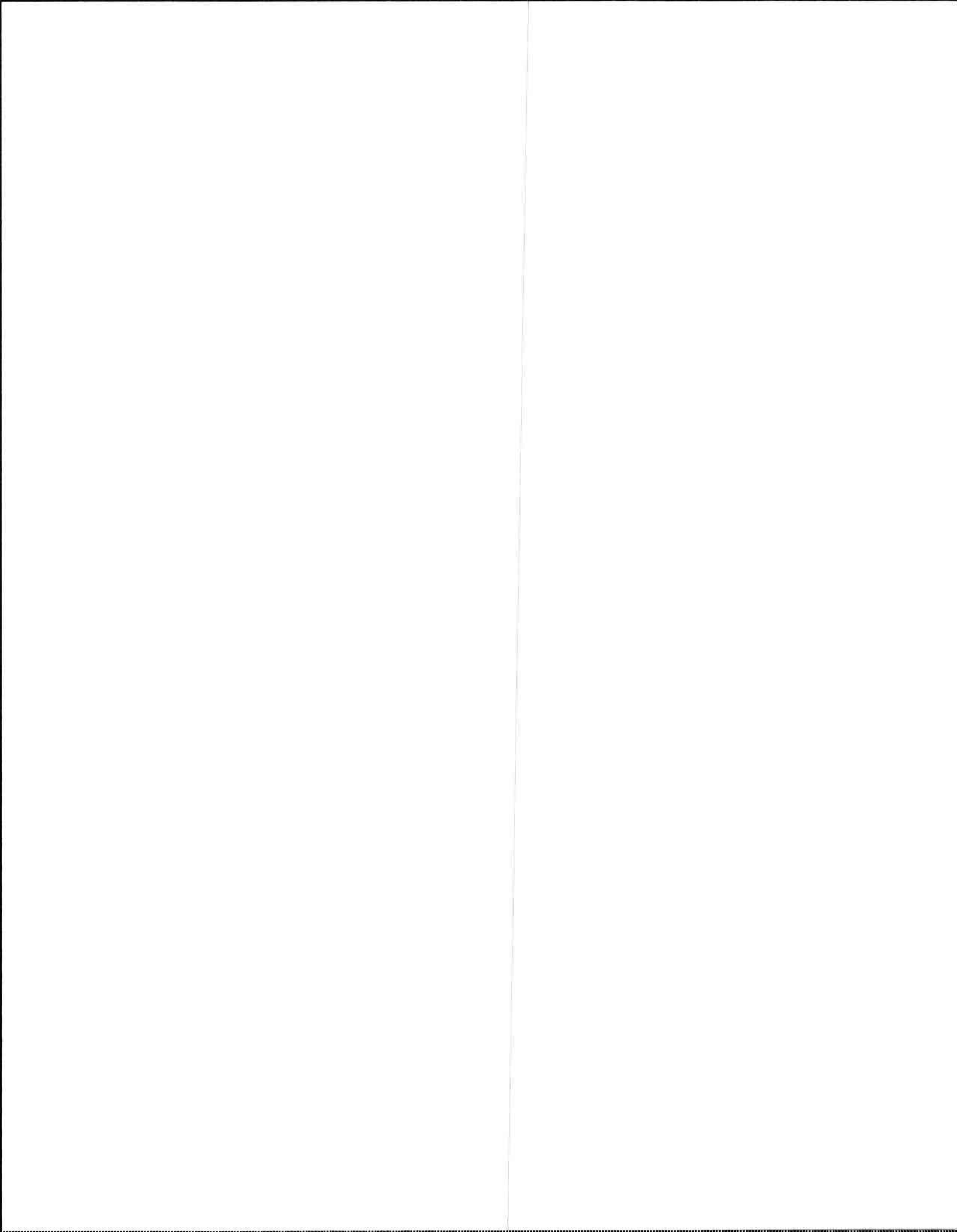
10 **COVENANT AGREEMENT**

11 This Covenant Agreement (“Covenant”) is made and entered into as of the day of
12 _____, 2022 by and between the COUNTY OF RIVERSIDE, a
13 political subdivision of the State of California (“COUNTY”), and VISTA DORADA, L.P., A
14 CALIFORNIA LIMITED PARTNERSHIP (“OWNER”).

15 **RECITALS**

16 WHEREAS, OWNER owns that certain real property located at 1910 Frontage Road,
17 Corona, CA 92882 in the County of Riverside, also identified as APN 102-250-054 more
18 specifically described in the legal description attached hereto as **Exhibit A** and incorporated herein
19 by this reference (the “Property”);

20 WHEREAS, on _____ COUNTY and OWNER entered into that certain
21 Grant Agreement for the Use of ARPA Act Funds dated _____, 2022 and recorded
22 in the Official Records of the County of Riverside (“Official Records”) concurrently herewith (the
23 “ARPA Grant Agreement” or “Agreement”) which provides for, among other things, the
24 rehabilitation and development of the Property, including fifty-two units of permanent supportive
25 housing for homeless and chronically homeless households and one managers unit (collectively,
26 the “Project”).



1 WHEREAS, the all beds at the Project will be reserved as ARPA-Assisted Units (“ARPA-
2 Assisted Units”) for homeless or chronically homeless households whose incomes do not exceed
3 30% of the area median income for the County of Riverside at the time of initial occupancy
4 (“ARPA-Assisted Units”). Capitalized terms not defined herein shall have the meaning ascribed
5 to them in the ARPA Grant Agreement;

6 WHEREAS, the County is providing funding under the American Rescue Plan Act of
7 2021 (Title VI of the Social Security Act Section 602 et seq.), herein after “ARPA,” for the
8 purposes of providing decent, safe, and sanitary permanent supportive housing to homeless and
9 chronically homeless households;

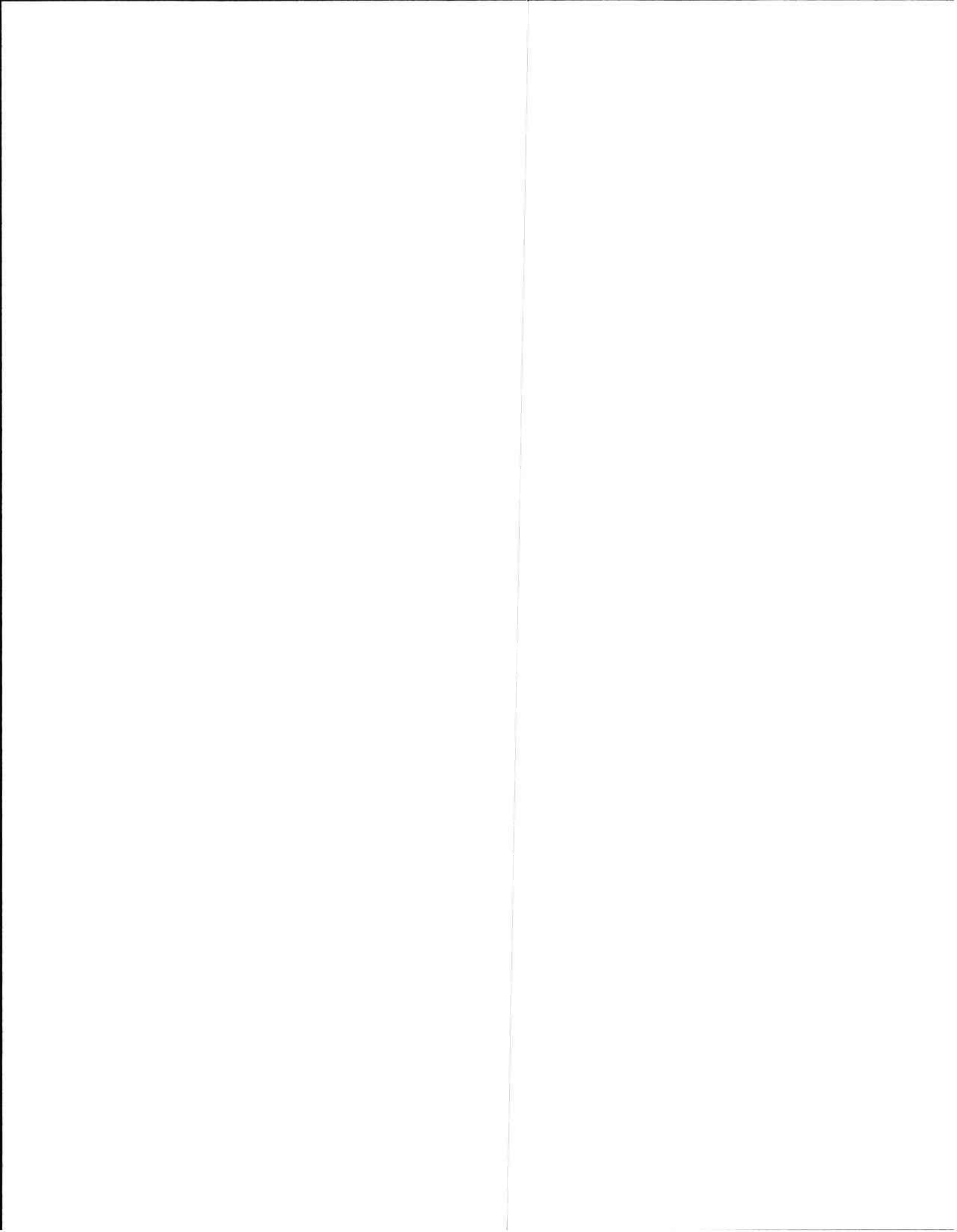
10 WHEREAS, pursuant to the ARPA Grant Agreement, COUNTY granted to OWNER Two
11 Million Five Hundred Thousand Dollars (\$2,500,000.00) derived from SLFRF funds (“ARPA
12 Grant”), to pay for a portion of the rehabilitation expenses of the Project, as more fully described
13 in the ARPA Grant Agreement; and

14 WHEREAS, COUNTY is providing funding under the American Rescue Plan Act of 2021
15 (Pub. L. 2117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), herein
16 after “ARPA,” for the purposes of providing decent, safe, and sanitary permanent supportive
17 housing to homeless and chronically homeless households; and

18 WHEREAS, OWNER warrants that the use of funds complies with an Eligible Use of
19 ARPA; and

20 WHEREAS, pursuant to the ARPA Grant Agreement, OWNER has agreed to rehabilitate
21 the Project on the Property and ensure the ARPA-Assisted Units are occupied by Qualified
22 Individuals consistent with the ARPA Rules (as defined in the ARPA Loan Agreement) and as set
23 forth more specifically below.

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

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

8 a) The ARPA-Assisted Units shall be made available only to homeless or
9 chronically homeless households whose incomes do not exceed 30% of the area median income
10 for the County of Riverside, at the time of initial occupancy.;

11 b) OWNER shall comply with the terms of the ARPA Grant Agreement, and
12 any other instrument secured against the Property.

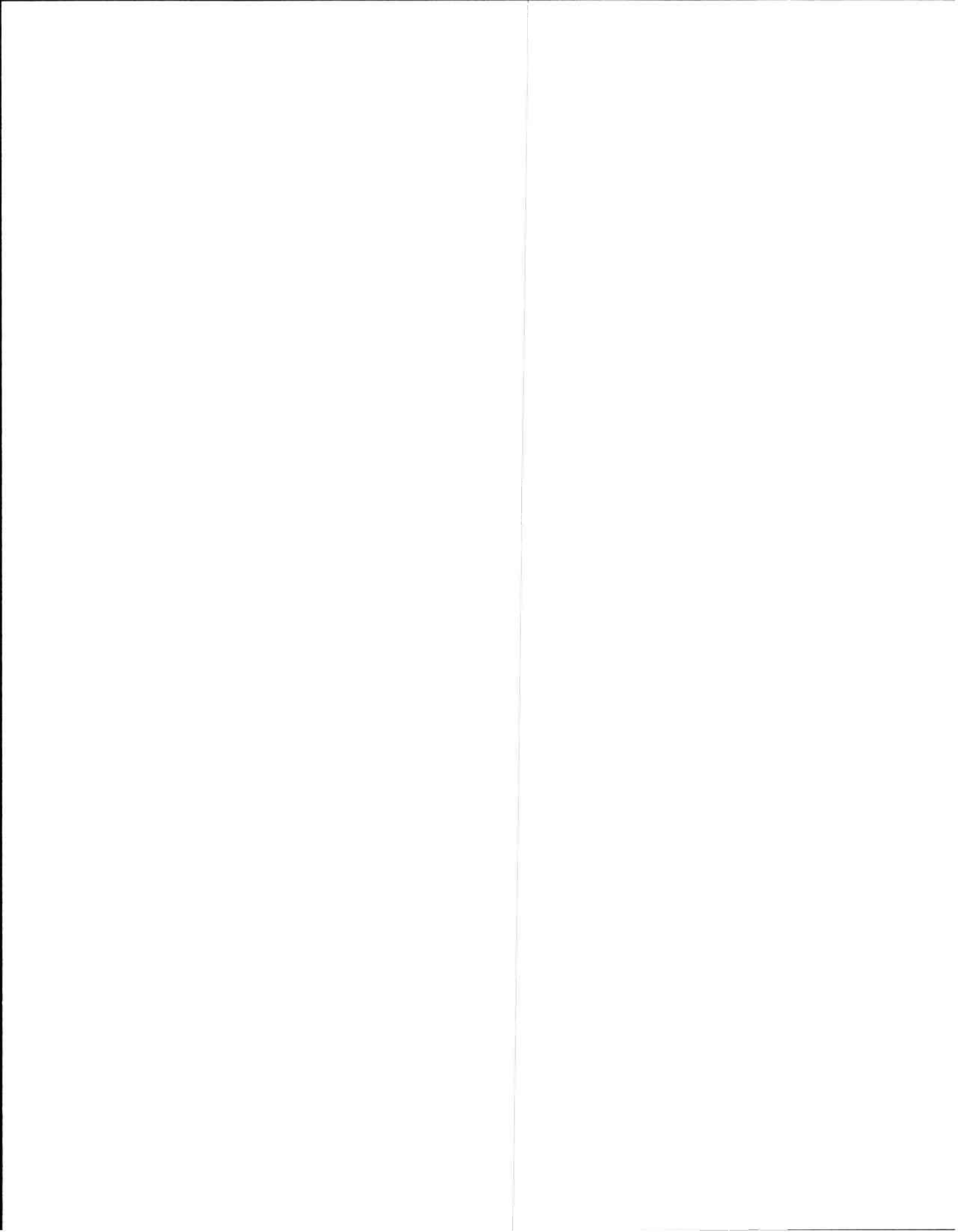
13 2) SENIOR PRIORITY. This Covenant shall be recorded in the Official Records of the
14 County of Riverside in a first priority lien position, senior to the ARPA Grant Agreement.

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

19 a) The Coronavirus State and Local Fiscal Recover Funds (“SLFRF” or
20 “ARPA Funds”).

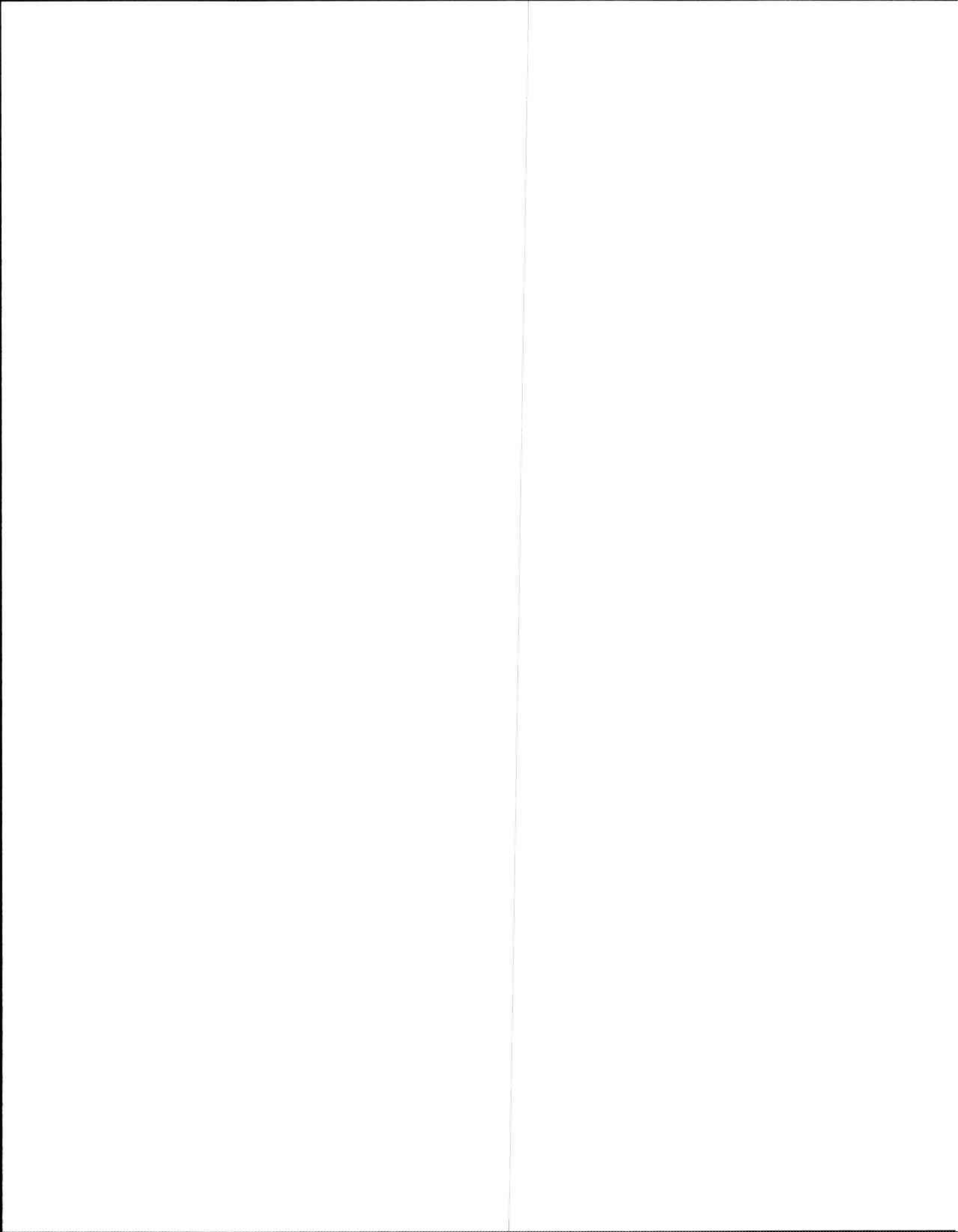
21 b) Other Federal requirements and nondiscrimination. As set forth in the
22 ARPA Rules and the ARPA Loan Agreement.

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

20 5) NONDISCRIMINATION. OWNER shall not discriminate on the basis of race,
21 gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation,
22 selection, hiring or treatment of any contractors or consultants, to participate in
23 subcontracting/subconsulting opportunities. OWNER understands and agrees that violation of this
24 clause shall be considered a material breach of this Lease and may result in termination, debarment
25 or other sanctions. This language shall be incorporated into all contracts between OWNER and
26 any contractor, consultant, subcontractor, subconsultants, vendors and suppliers. OWNER shall
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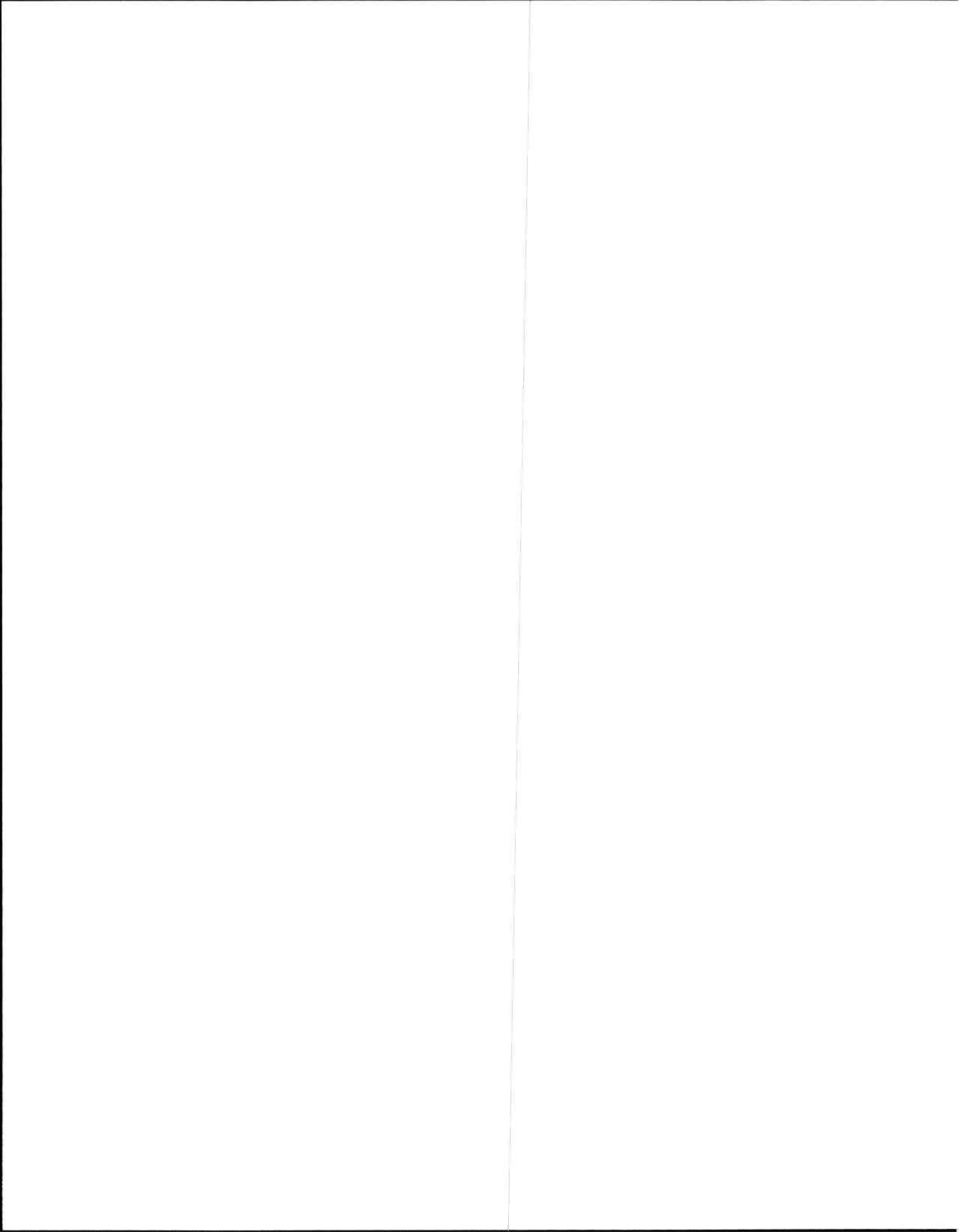


1 comply with the provisions of the California Fair Employment and Housing Act (Government
2 Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and
3 all Administrative Rules and Regulations issued pursuant to said Acts and Orders with respect to
4 its use of the Property.

5 6) OWNER herein covenants by and for itself, its successors and assigns, and all persons
6 claiming under or through them, that this Covenant is made and accepted upon and subject to the
7 following conditions: There shall be no discrimination against or segregation of any person or
8 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the
9 Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and
10 paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code,
11 in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall
12 the transferee itself or any person claiming under or through him or her, establish or permit any
13 such practice or practices of discrimination or segregation with reference to the selection, location,
14 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

15 7) OWNER, its successors and assigns, shall refrain from restricting the rental, sale, or
16 lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual
17 orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and
18 contract entered into with respect to the Property, or any portion thereof, after the date of this
19 Agreement shall contain or be subject to substantially the following nondiscrimination or
20 nonsegregation clauses:

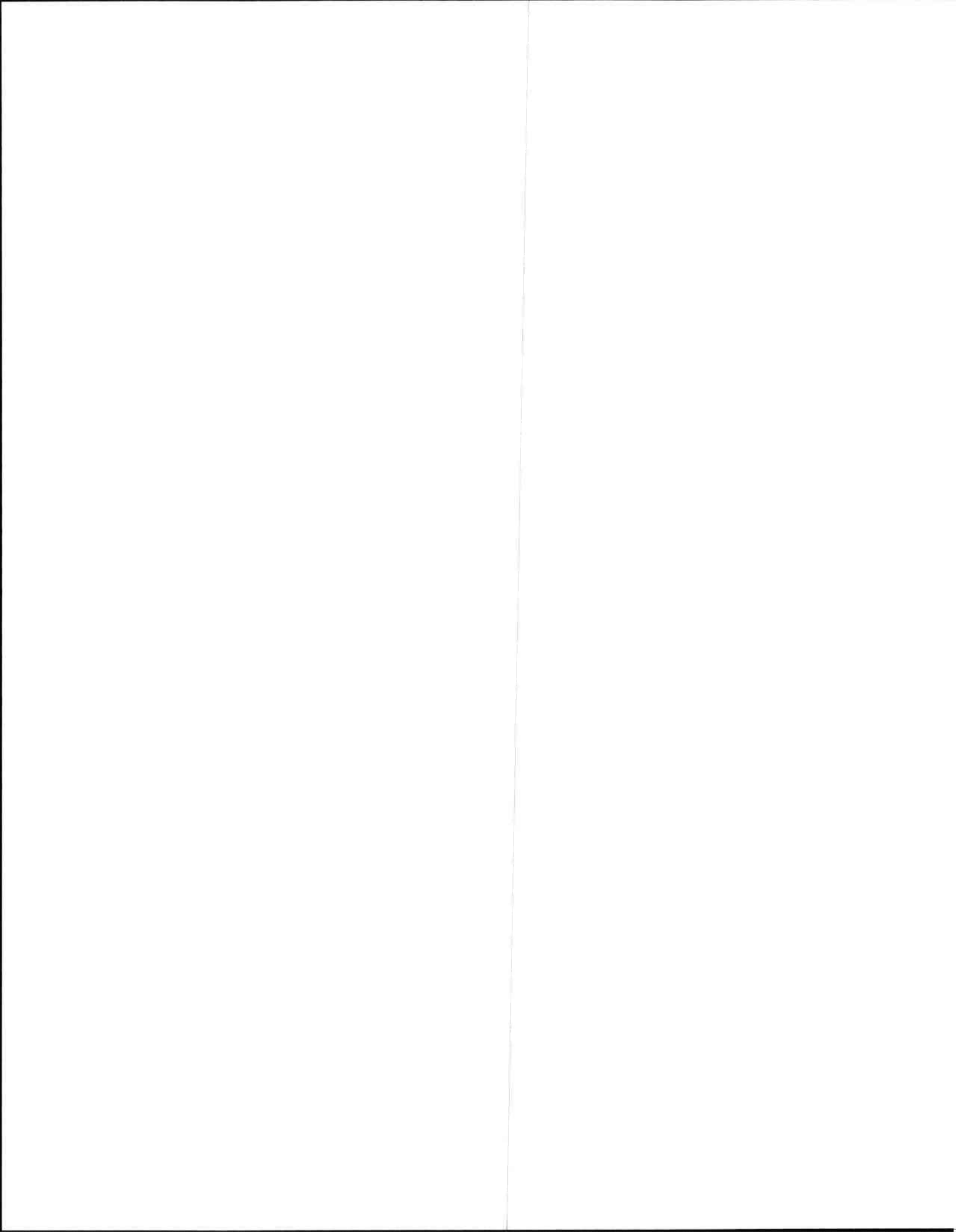
21 a) In deeds: "The grantee herein covenants by and for himself or herself, his or her
22 heirs, executors, administrators, and assigns, and all persons claiming under or through them, that
23 there shall be no discrimination against or segregation of, any person or group of persons on
24 account of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

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

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



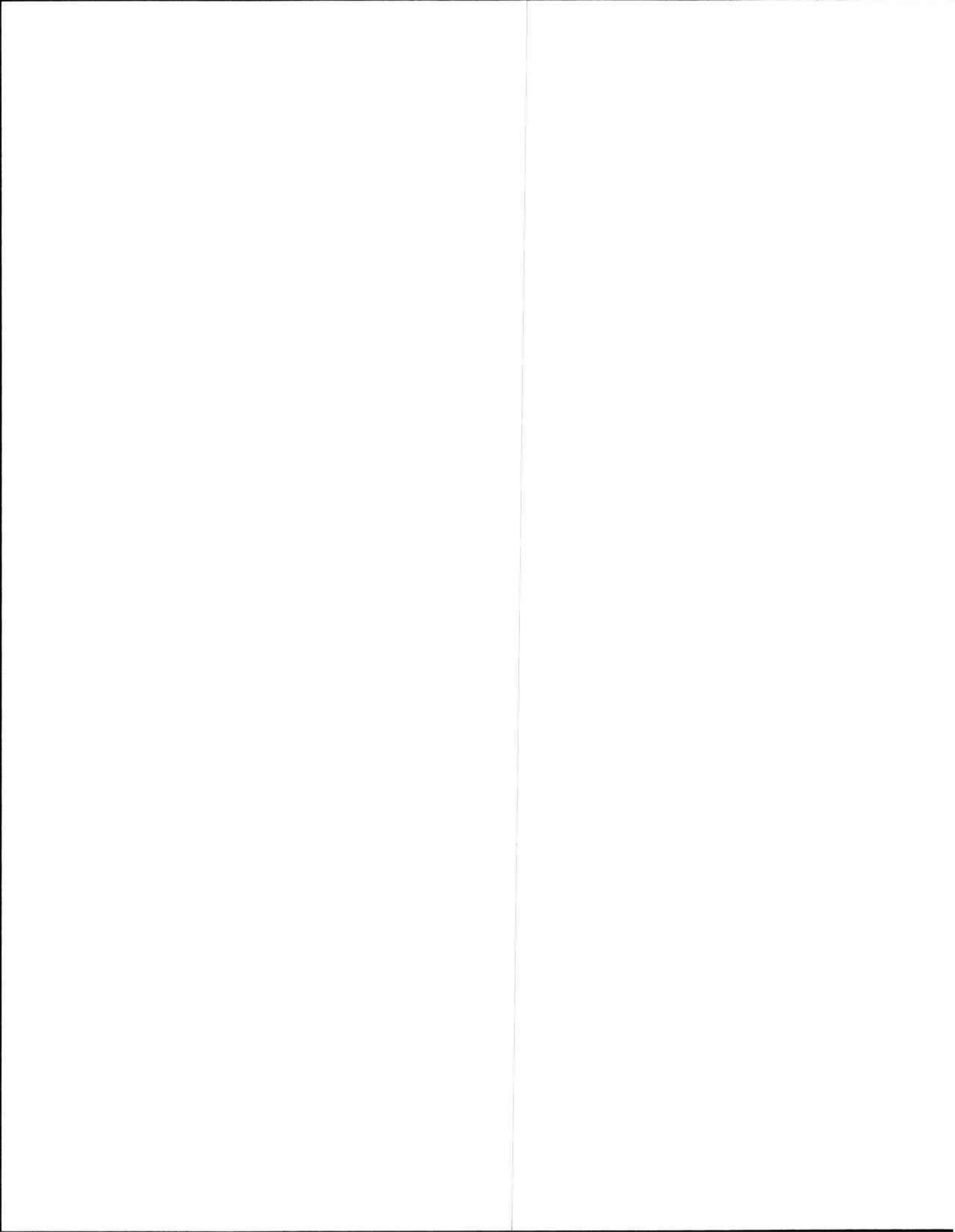
1 In addition to the obligations and duties of OWNER set forth herein, OWNER shall,
2 upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including
3 administrative and attorneys' fees, incurred by COUNTY in connection with responding to or
4 defending any discrimination claim brought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

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

9 a) Worker's Compensation Insurance. If OWNER has employees as defined
10 by the State of California, OWNER shall maintain statutory Workers' Compensation Insurance
11 (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers'
12 Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per
13 person per accident. The policy shall be endorsed to waive subrogation in favor of the County of
14 Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

15 b) Commercial General Liability Insurance. Commercial General Liability
16 insurance coverage, including but not limited to, premises liability, contractual liability, products
17 and completed operations liability, personal and advertising injury, and cross liability coverage,
18 covering claims which may arise from or out of OWNER's performance of its obligations
19 hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts,
20 and Departments, their respective directors, officers, Board of Supervisors, employees, elected or
21 appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall
22 not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
23 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times
24 the occurrence limit.

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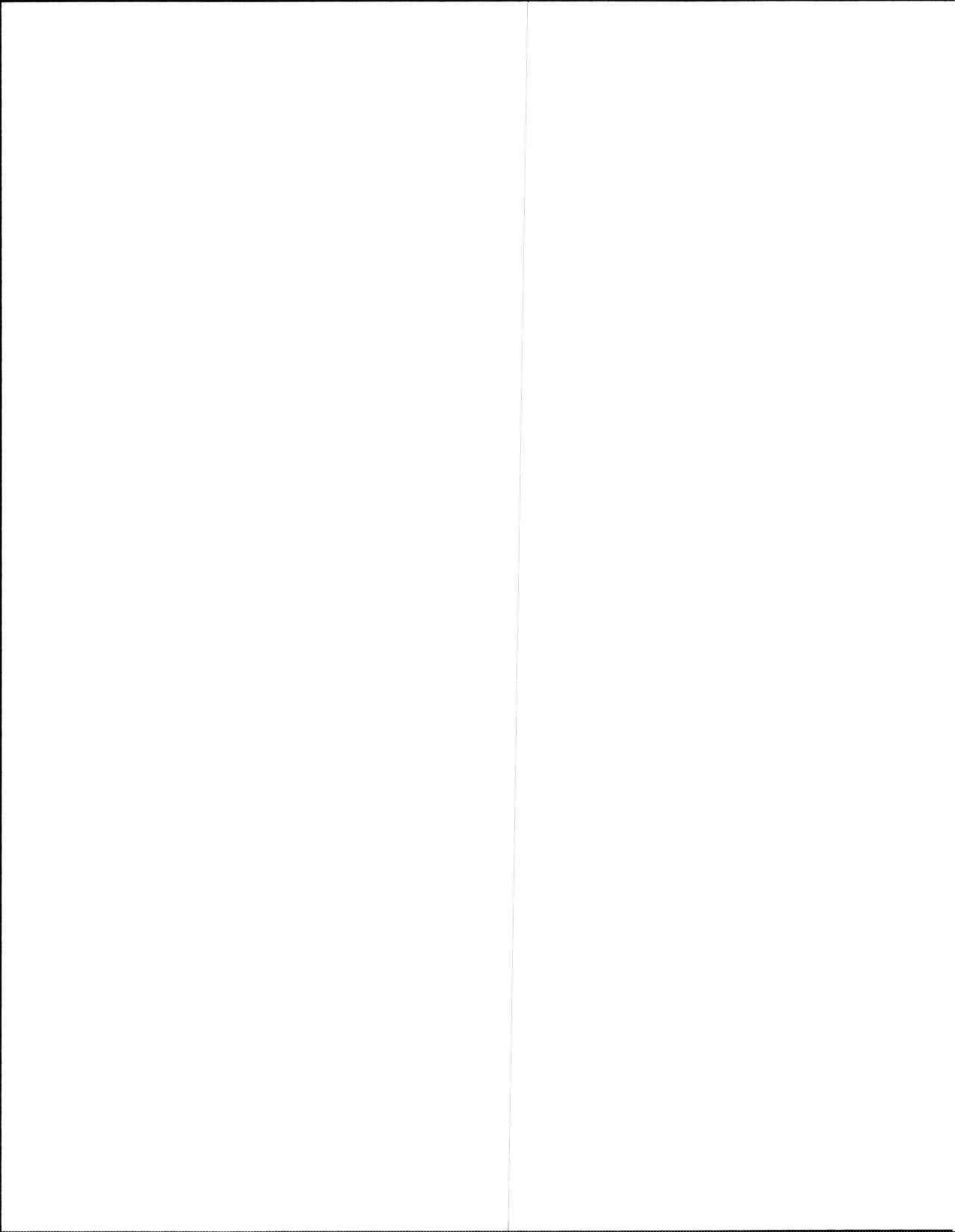
1 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
2 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
3 limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
4 limit. Policy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

8 d) General Insurance Provisions – All Lines.

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

14 (2) OWNER's insurance carrier(s) must declare its insurance self-insured
15 retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall
16 have the prior written consent of Risk Manager. Upon notification of self-insured retention
17 unacceptable to COUNTY, and at the election of Risk Manager, OWNER's carriers shall either:
18 (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment
19 of losses and related investigations, claims administration, and defense costs and expenses.

20 (3) OWNER shall cause OWNER's insurance carrier(s) to furnish the
21 County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting
22 coverage as required herein, and 2) if requested to do so orally or in writing by Risk Manager,
23 provide copies of policies including all Endorsements and all attachments thereto, showing such
24 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall
25 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
26 to the County of Riverside prior to any material modification, cancellation, expiration or reduction
27
28



1 in coverage of such insurance. OWNER shall not continue operations until COUNTY has been
2 furnished Certificate(s) of Insurance and copies of endorsements and if requested, copies of
3 policies of insurance including all endorsements and any and all other attachments as required
4 herein. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the
5 original endorsements for each policy and the Certificate of Insurance.

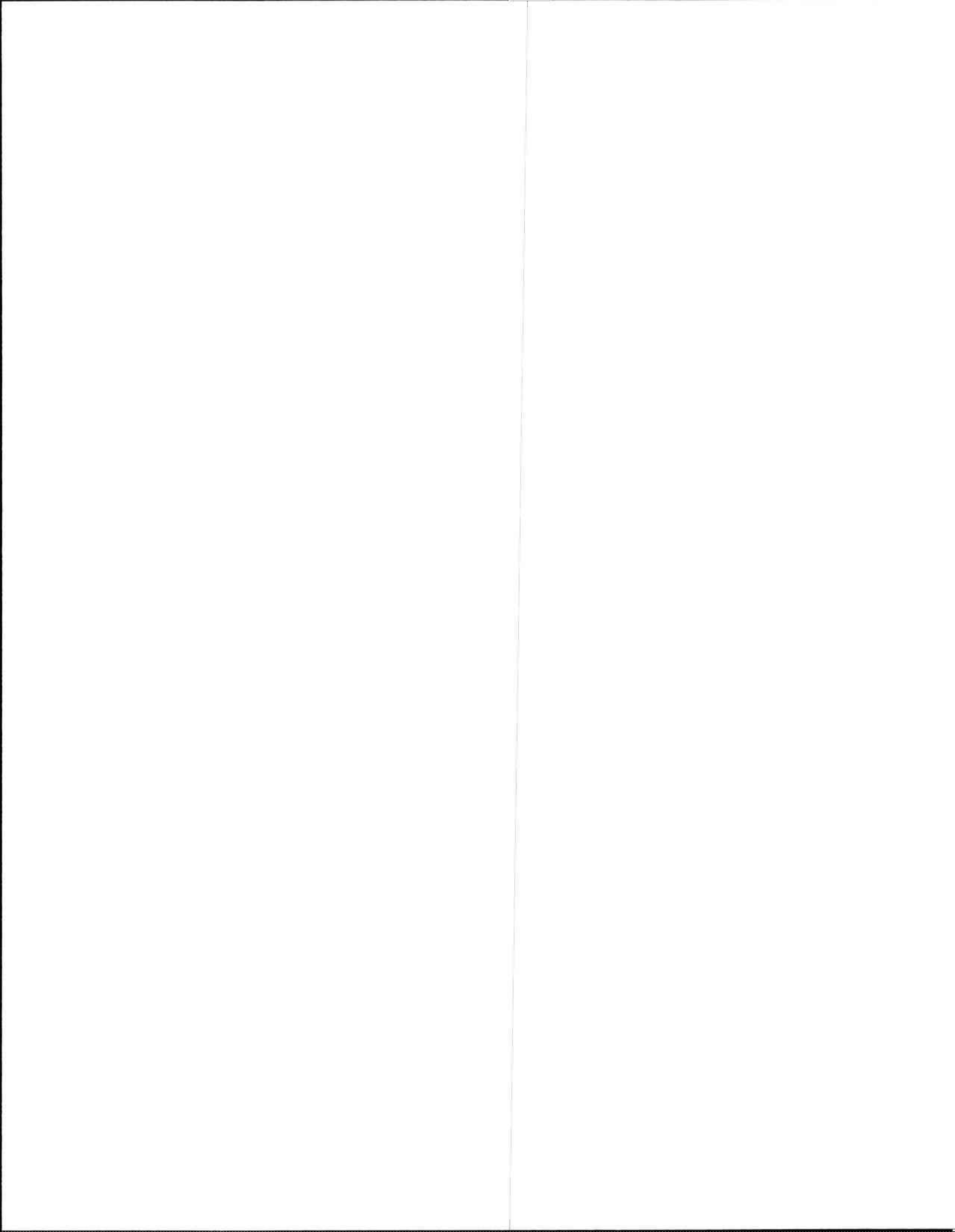
6 (4) It is understood and agreed to by the parties hereto that OWNER's
7 insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles
8 and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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

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

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

21 9) HOLD HARMLESS/INDEMNIFICATION. OWNER shall indemnify and hold
22 harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their
23 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
24 agents and representatives (individually and collectively hereinafter referred to as Indemnitees)
25 from any liability whatsoever, based or asserted upon any services of OWNER, its officers,
26 employees, subcontractors, agents or representatives arising out of or in any way relating to this
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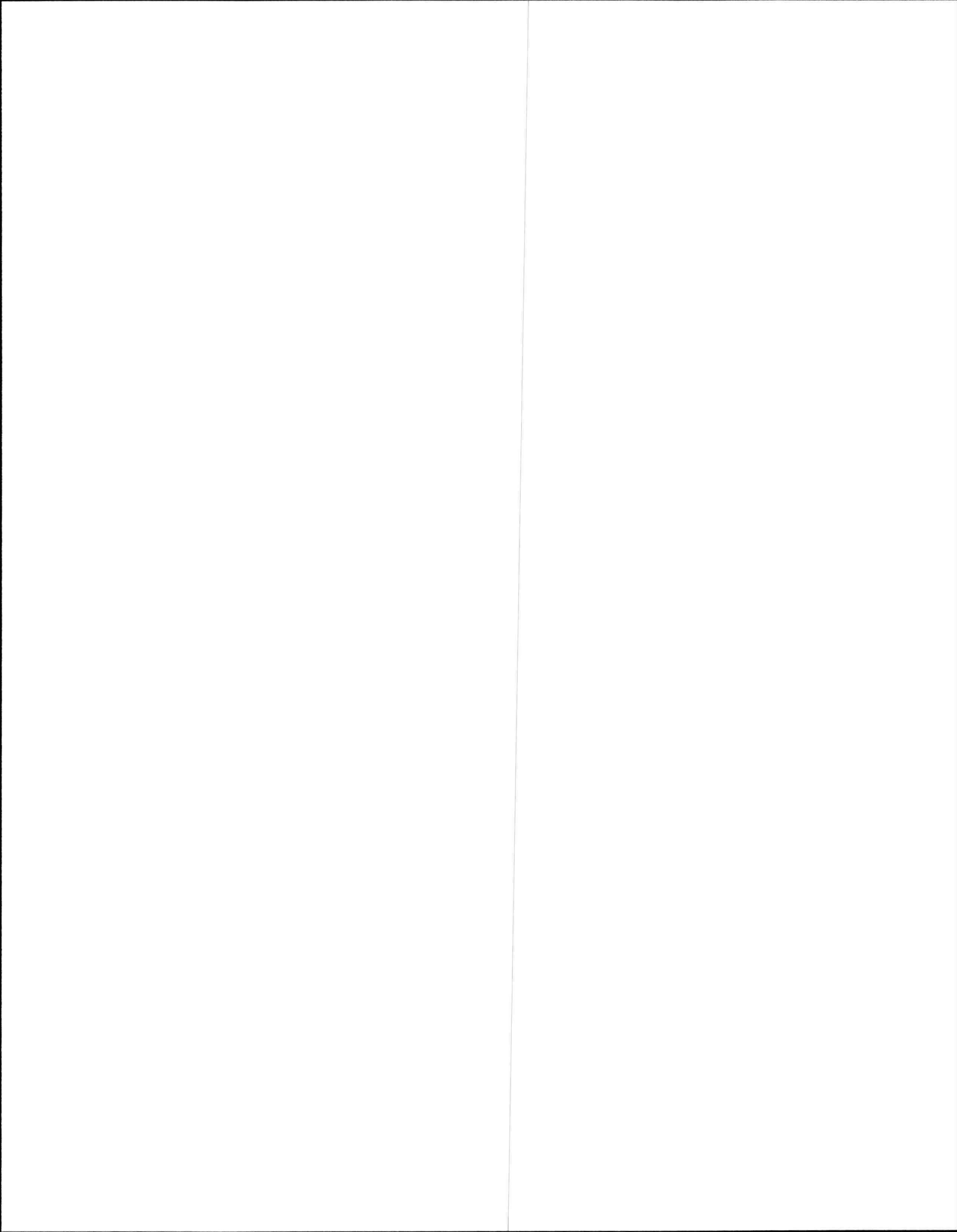


1 Agreement, including but not limited to property damage, bodily injury, or death or any other
2 element of any kind or nature whatsoever arising from the performance of OWNER, its officers,
3 employees, subcontractors, agents or representatives Indemnitors from this Agreement. OWNER
4 shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost
5 of investigation, defense and settlements or awards, the Indemnitees in any claim or action based
6 upon such alleged acts or omissions. With respect to any action or claim subject to indemnification
7 herein by OWNER shall, at their sole cost, have the right to use counsel of their own choice and
8 shall have the right to adjust, settle, or compromise any such action or claim without the prior
9 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in
10 no manner whatsoever limits or circumscribes OWNER's indemnification to Indemnitees as set
11 forth herein. OWNER's obligation hereunder shall be satisfied when OWNER has provided to
12 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
13 or claim involved. The specified insurance limits required in this Agreement shall in no way limit
14 or circumscribe OWNER's obligations to indemnify and hold harmless the Indemnitees herein
15 from third party claims. In the event there is conflict between this clause and California Civil Code
16 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation
17 shall not relieve OWNER from indemnifying the Indemnitees to the fullest extent allowed by law.
18 The indemnification set forth in this **Section 9** shall survive the expiration and earlier termination
19 of this Covenant.

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

24 COUNTY
25 Director HWS
26 County of Riverside

GRANTEE
Senior Vice President, Development
Vista Dorada, L.P.



1 3403 10th Street, Suite 300
2 Riverside, CA 92501

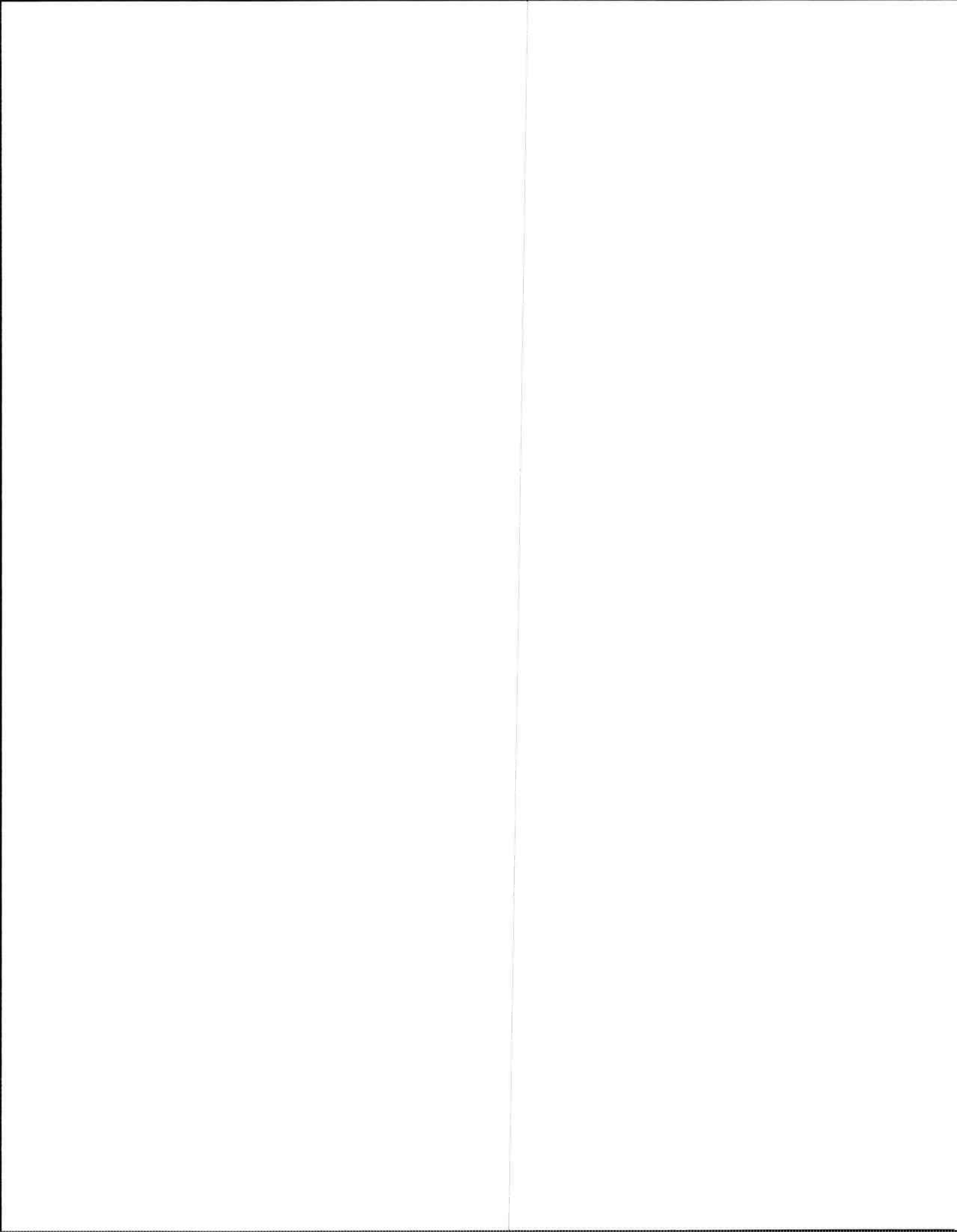
1149 S Hill St. Suite 700
Los Angeles, CA 90015

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

7 12) TERM. The non-discrimination covenants, conditions and restrictions contained in
8 **Sections 5, 6 and 7** of this Covenant shall remain in effect in perpetuity. Every other covenant,
9 condition and restriction contained in this Covenant shall continue in full force and effect for the
10 **Term**, as defined in **Section 1** of this Covenant.

11 13) NOTICE AND OPPORTUNITY CURE. Prior to exercising any remedies hereunder,
12 the COUNTY shall give OWNER notice of such default pursuant to **Section 10** above. Any
13 monetary default shall be cured within ten (10) days of delivery of written notice. Except as
14 otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within
15 thirty (30) days of delivery of such notice of default, OWNER shall have such period to effect a
16 cure prior to exercise of remedies by COUNTY. If the non-monetary default is such that it is not
17 reasonably capable of being cured within thirty (30) days of delivery of such notice of default, and
18 OWNER (a) initiates corrective action within said period, and (b) diligently, continually, and in
19 good faith works to effect a cure as soon as possible, then OWNER shall have such additional time
20 as is reasonably necessary to cure the default prior to exercise of any remedies by the COUNTY;
21 but in no event no later than sixty (60) days from delivery of such notice of default, subject to force
22 majeure.

23 14) If a violation of any of the covenants or provisions of this Covenant remains uncured
24 after the respective time period set forth in **Section 13**, COUNTY and its successors and assigns,
25 without regard to whether COUNTY or its successors and assigns is an owner of any land or
26 interest therein to which these covenants relate, may institute and prosecute any proceedings at
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1 law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel
2 specific performance by OWNER of its obligations hereunder. No delay in enforcing the
3 provisions hereof as to any breach or violation shall impair, damage or waive the right of any party
4 entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation
5 or repetition of such breach or violations or any similar breach or violation hereof at any later time.

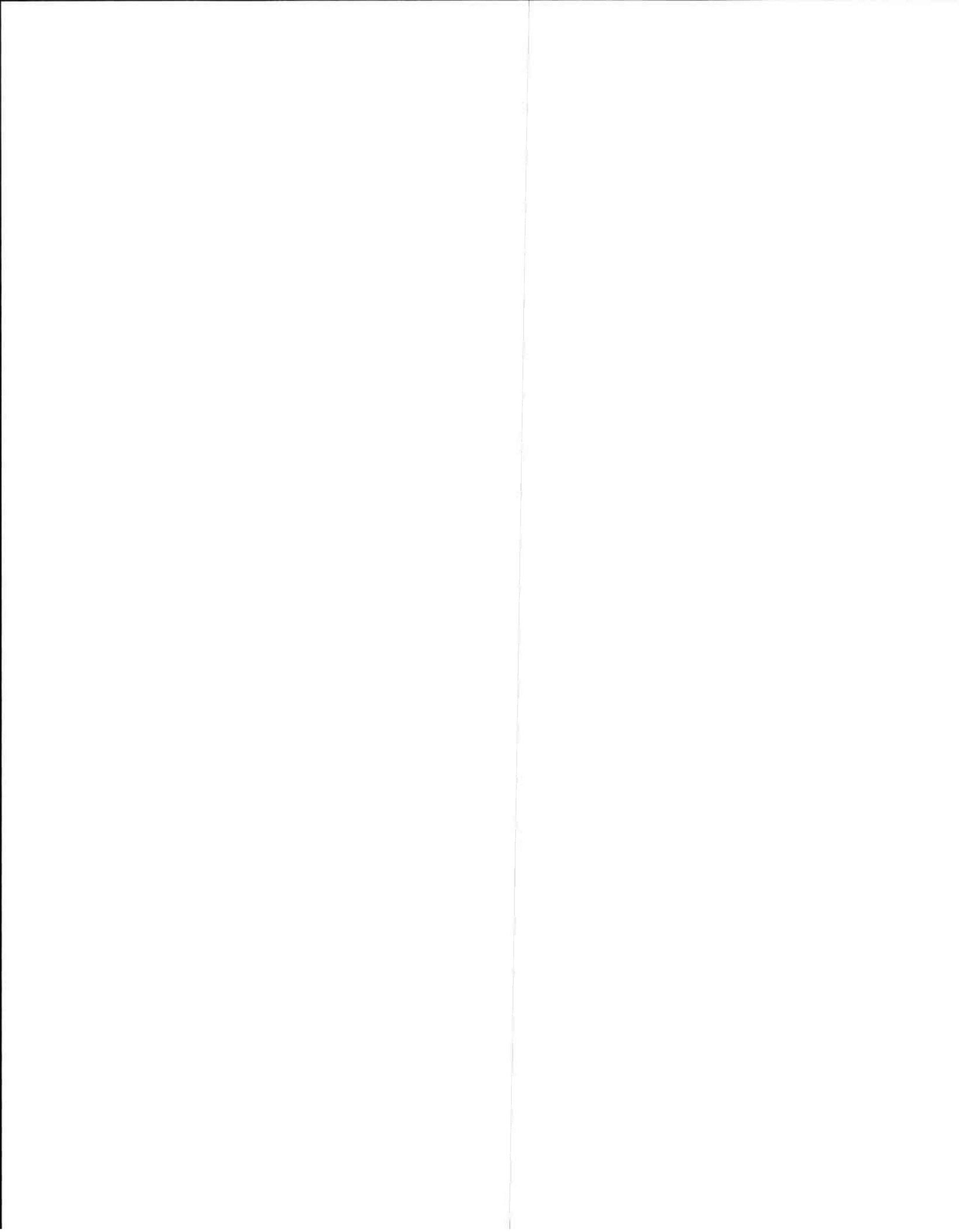
6 15) Any cure tendered by Owner's limited partner shall be accepted or rejected on the same
7 basis as if tendered by OWNER.

8 16) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY.

9 OWNER hereby covenants and agrees not to sell, transfer, assign or otherwise dispose of the
10 Project, the Property or any portion thereof, without obtaining the prior written consent of
11 COUNTY, in its sole discretion. Any sale, assignment, or transfer of the Project or Property, shall
12 be memorialized an assignment and assumption agreement the form and substance of which have
13 been first approved in writing by the COUNTY in its sole discretion. Such assignment and
14 assumption agreement shall, among other things, provide that the transferee has assumed in writing
15 and in full, and is reasonably capable of performing and complying with OWNER's duties and
16 obligations under the ARPA Grant Agreement and this Covenant, provided, however OWNER
17 shall not be released of all obligations under the ARPA Grant Agreement and this Covenant.

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

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



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

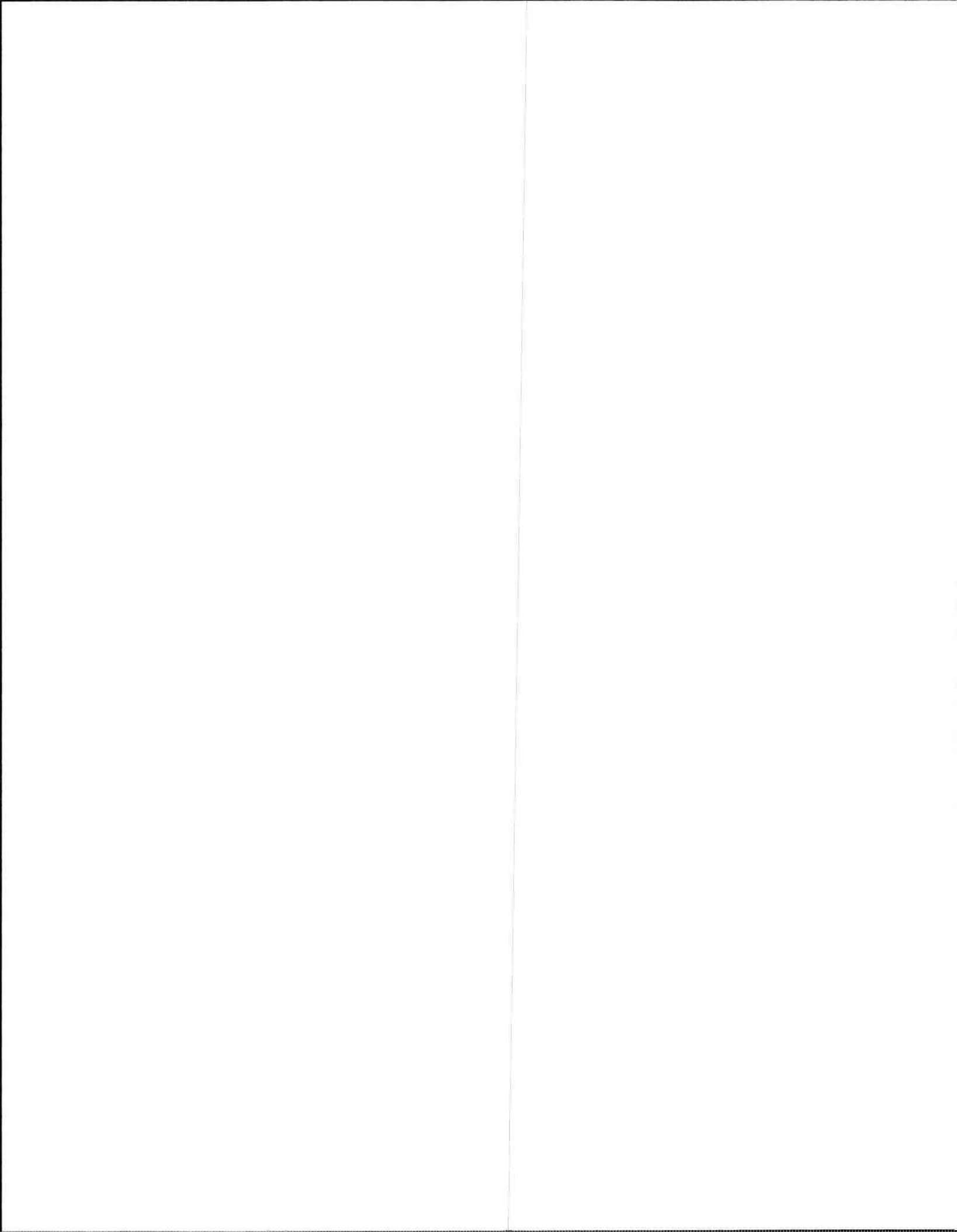
3 20) PERMITTED MORTGAGES. No violation or breach of the covenants, conditions,
4 restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or
5 in any way impair the lien or charge of any deed of trust or mortgage permitted by the ARPA Grant
6 Agreement or the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

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

15 22) PROJECT MONITORING AND EVALUATION.

16 a) Reserved.

17 b) Inspections. During the Affordability Period, COUNTY must perform on-
18 site inspections of ARPA-Assisted Units to determine compliance with the property standards.
19 The on-site inspections shall occur within 12 months after Covenant Agreement and at least once
20 every 3 years thereafter during the Affordability Period. If there are observed deficiencies for
21 any of the inspectable items in the property standards established by COUNTY, a follow-up on-
22 site inspection to verify that deficiencies are corrected must occur within 12 months. COUNTY
23 may establish a list of non-hazardous deficiencies for which correction can be verified by third
24 party documentation (e.g., paid invoice for work order) rather than re-inspection. Health and
25 safety deficiencies must be corrected immediately. COUNTY must adopt a more frequent
26 inspection schedule for properties that have been found to have health and safety deficiencies.



1 The OWNER must annually certify to the COUNTY that each building and all ARPA-Assisted
2 Units in the project are suitable for occupancy, taking into account State and local health, safety,
3 and other applicable codes, ordinances, and requirements, and the ongoing property standards
4 established by the participating jurisdiction. Inspections must be based on a statistically valid
5 sample of units appropriate for the size of the COUNTY ARPA-Assisted Project, as set forth by
6 HUD through notice.

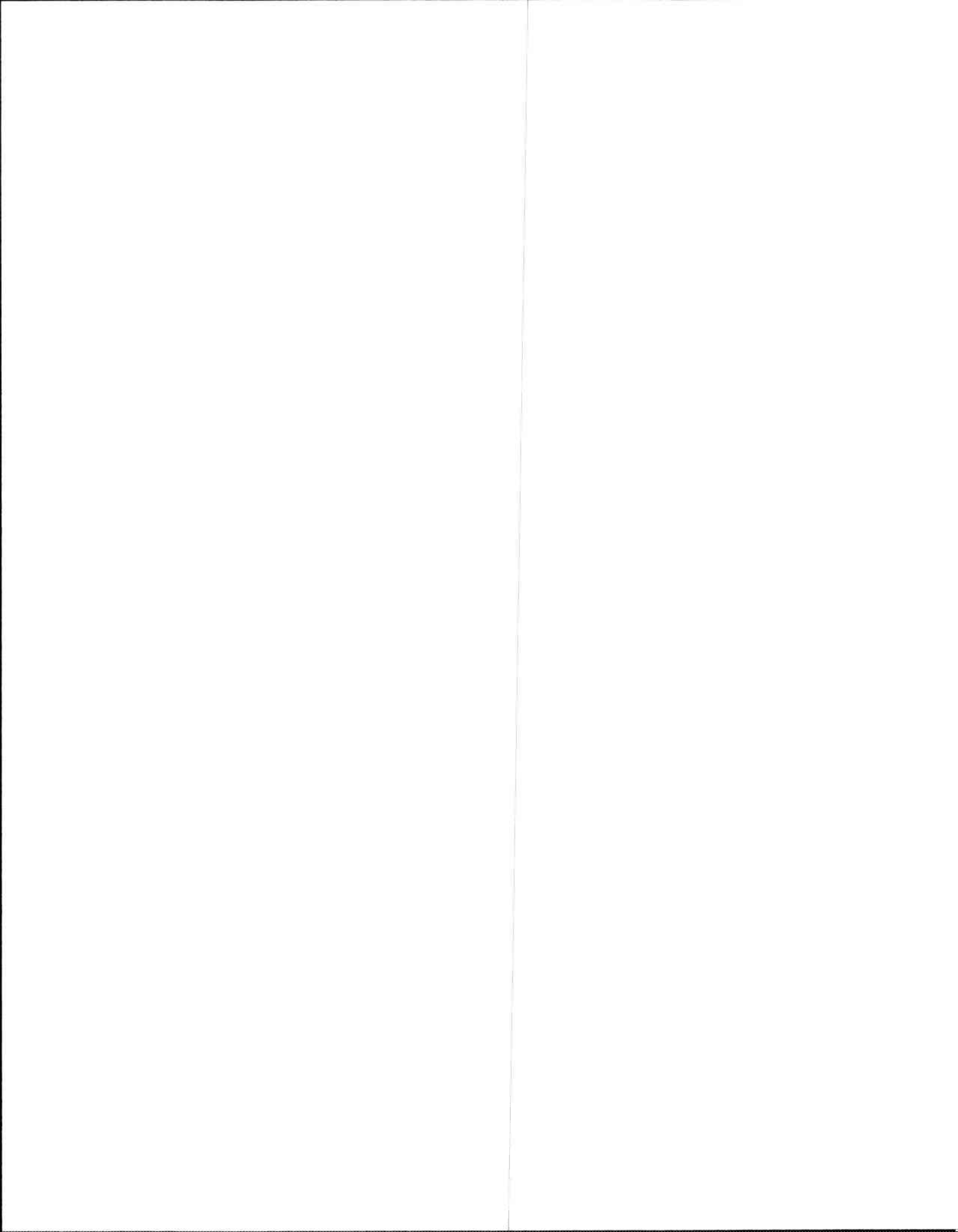
7 23) ACCESS TO PROJECT SITE. Representatives of the COUNTY and the Federal or
8 State awarding agencies shall have the right of access to the Property, upon 24 hours' written
9 notice to OWNER (except in the case of an emergency, in which case COUNTY and/or the Federal
10 or State awarding agency shall provide such notice as may be practical under the circumstances),
11 without charges or fees, during normal business hours to review the operation of the Project in
12 accordance with this Covenant and the ARPA Grant Agreement.

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

16 25) Recitals. The Recitals set forth above are true and correct and incorporated herein by
17 this reference.

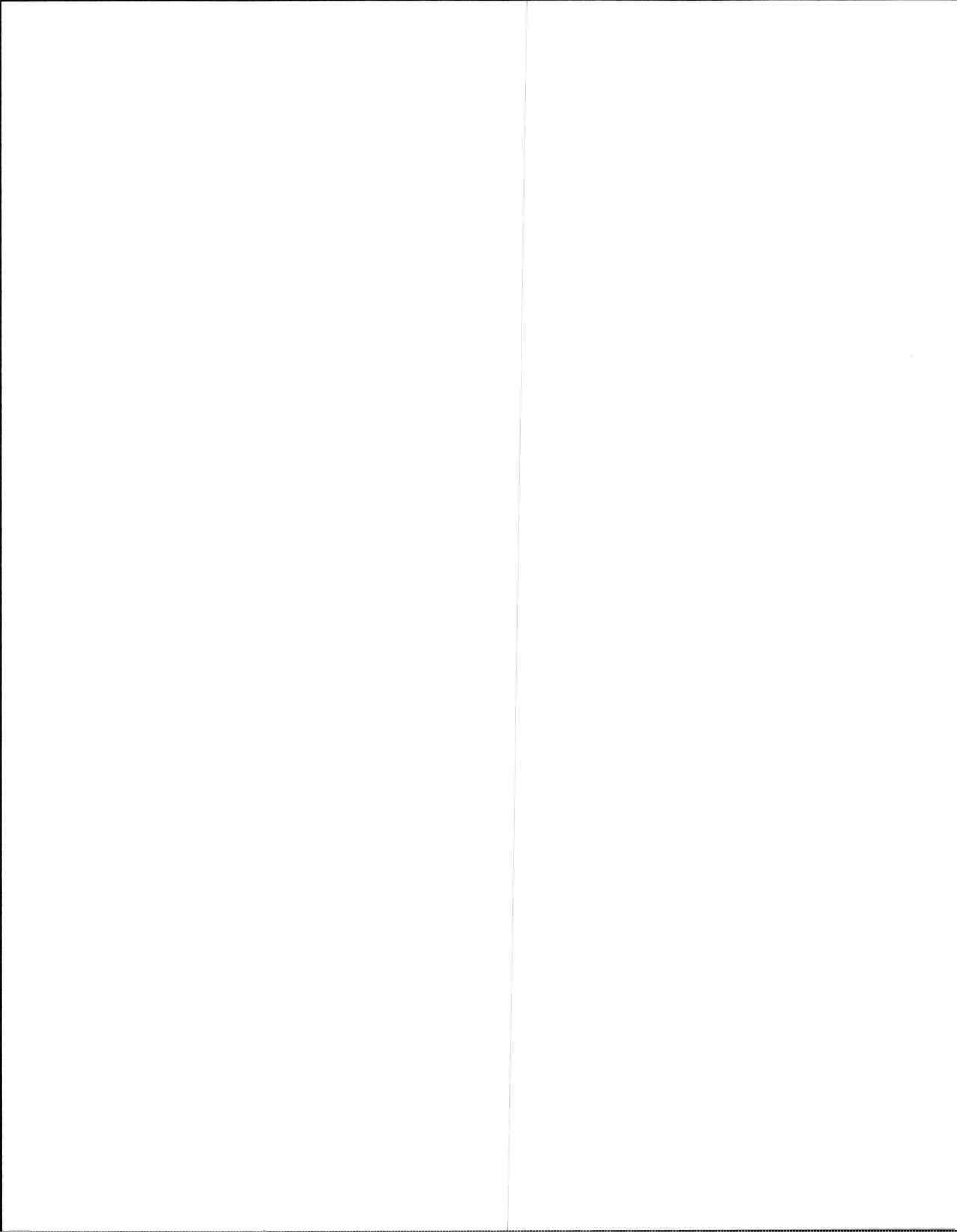
18 26) This Covenant and the ARPA Grant Agreement set forth and contain the entire
19 understanding and agreement of the parties hereto. There are no oral or written representations,
20 understandings, or ancillary covenants, undertakings or agreements, which are not contained or
21 expressly referred to within this Covenant, and the ARPA Grant Agreement, including all
22 amendments and modifications to the Agreement.

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26 [Remainder of Page Intentionally Blank]
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[SIGNATURES ON THE NEXT PAGE]

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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

GRANTEE:

VISTA DORADA, L.P.
a California limited partnership

By: Vista Dorada GP, LLC
a California limited liability company,
its General Partner

By: Abode Communities
A California nonprofit corporation,
its Sole Member

By: form - do not sign
Heidi Marshall, Director HWS

By: form - do not sign
Lara Regus, Senior Vice President,
Development

Date: _____

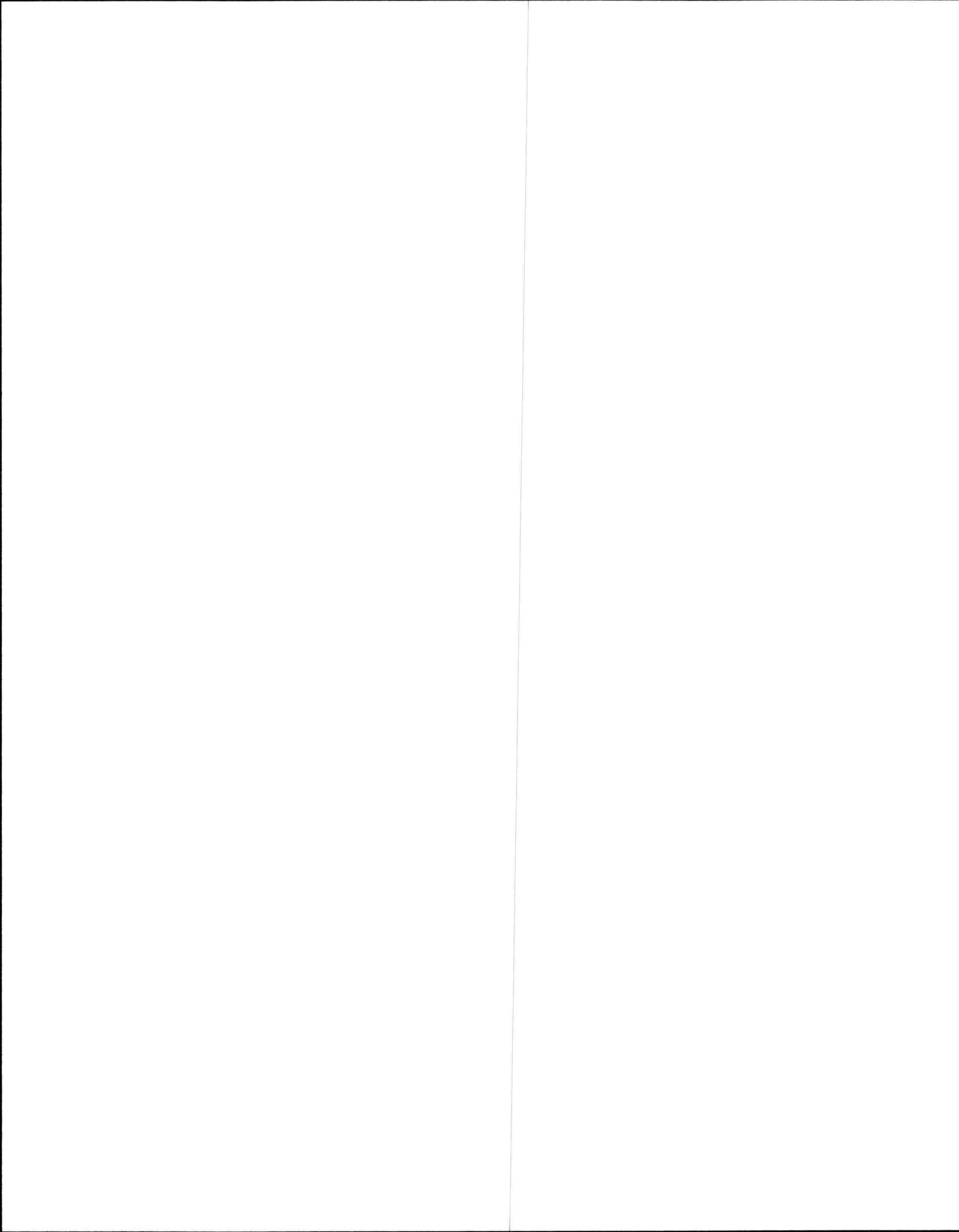
Date: _____

(Above signatures need to be notarized)

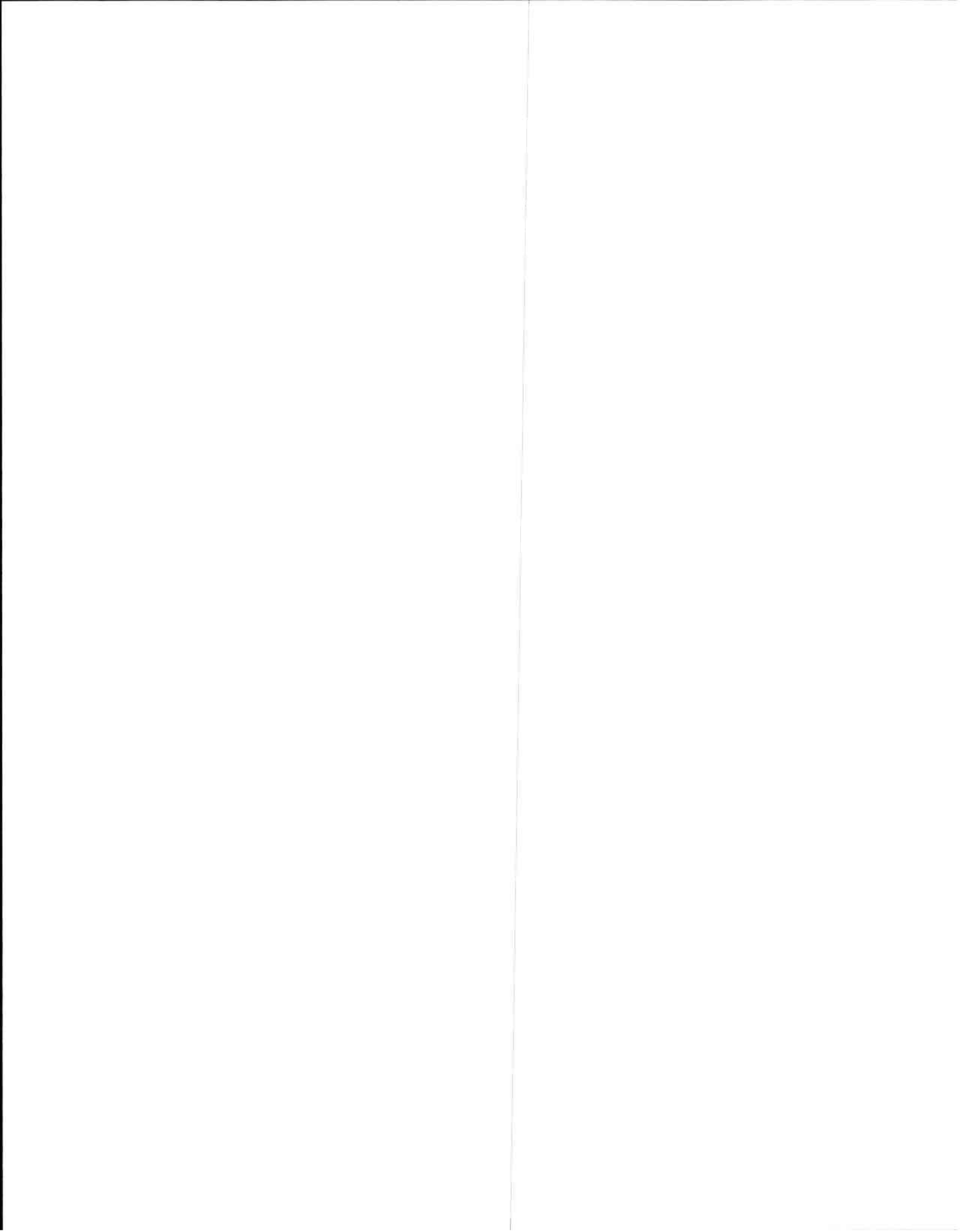
APPROVED AS TO FORM:

COUNTY COUNSEL

By: 
Amrit P. Dhillon
Deputy County Counsel



(COUNTY and OWNER signatures need to be notarized)



< CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT >

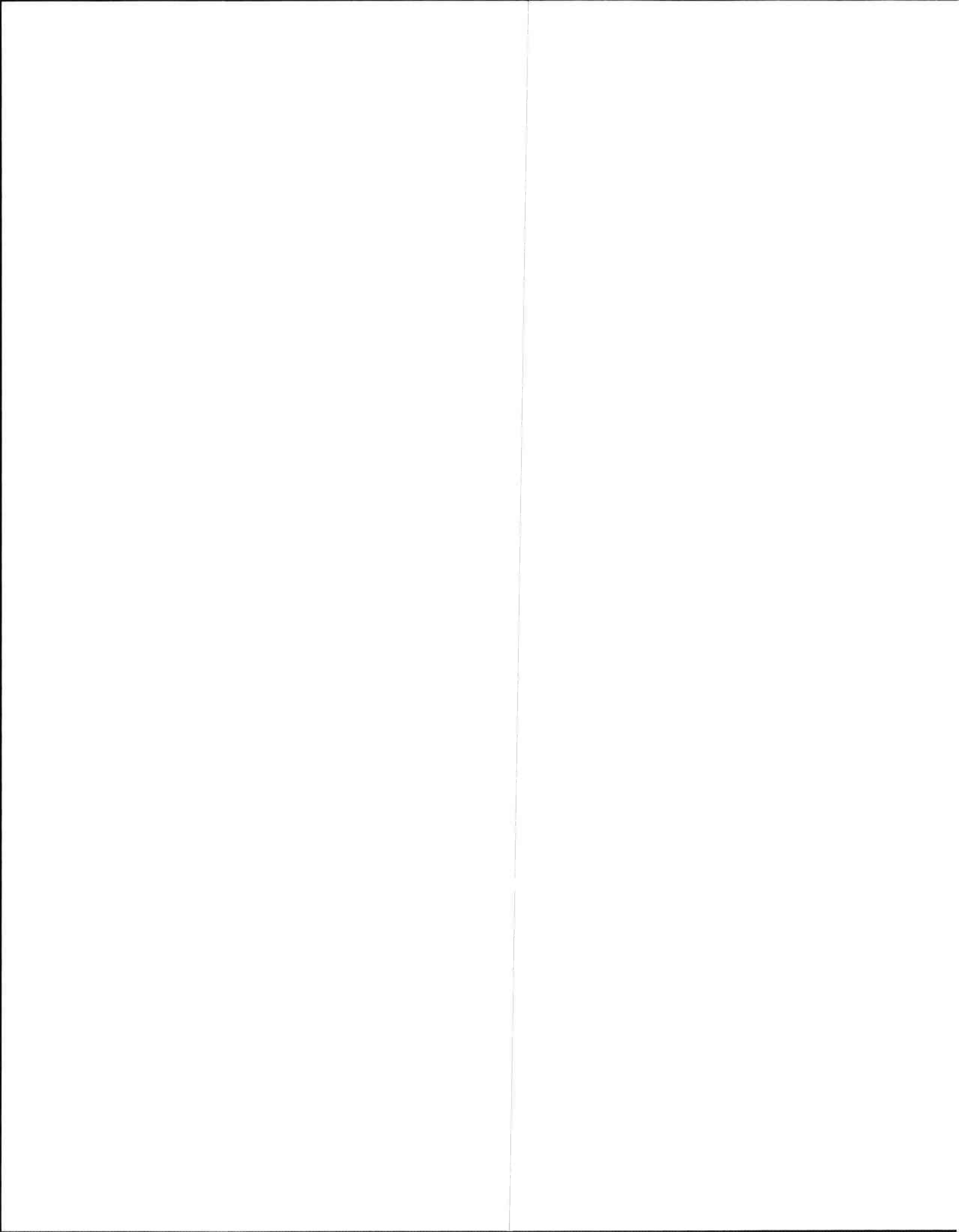


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 2, INCLUSIVE, OF PARCEL MAP NO. 28589, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 191, PAGES 46](#) THROUGH 48, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR ACCESS, DRAINAGE, PARKING, AND MAINTENANCE OF EASEMENT AREAS SET FORTH IN ARTICLE III OF THAT CERTAIN DOCUMENT ENTITLED "DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR LOTS 11, 2 AND 3, PARCEL MAP 28589, RECORDED APRIL 9, 1998 AS [INSTRUMENT NO. 1998-136332 OF OFFICIAL RECORDS](#). SUBJECT TO THE TERMS AND CONDITIONS CONTAINED THEREIN.
[APN: 102-250-054](#)

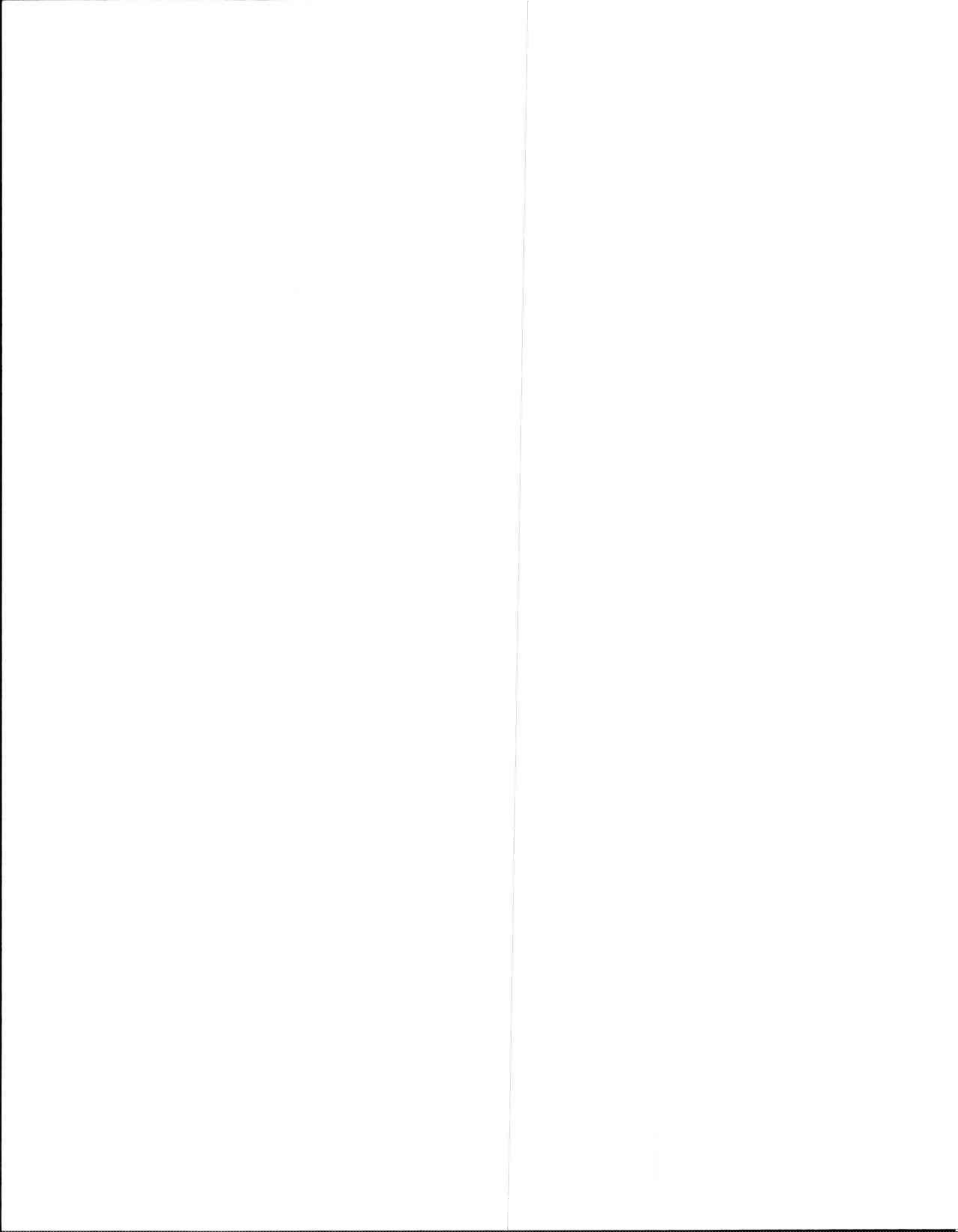


EXHIBIT “D”

Sample

Contractor Debarment Certification Form

Excluded Parties Lists System (EPLS)

The purpose of EPLS is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.

The EPLS was established to ensure that agencies solicit offers from, award contracts, grants, or financial or non-financial assistance and benefits to, and consent to subcontracts with responsible contractors/vendors only and not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in an affected program.

In July 2012, all records from CCR/FedReg, ORCA, and EPLS, active or expired, were moved to the System for Award Management (SAM). SAM is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS.

The County of Riverside requires that each contractor/vendor hold the required federal/state/local license for the service provided.

Please complete the following verification process for each contractor/vendor:

- STEP 1: Visit <https://www.sam.gov/portal/public/SAM/>
- STEP 2: Under “Search Records”, enter the company name and press enter.
- STEP 3: Click “Print” on the Search Results page.
- STEP 4: Repeat steps 2 & 3 for variations of the name of contractor/vendor (individual last name or firm).
- STEP 5: Attach print out of search results to this certification as supporting documentation.
- STEP 6: Attach to this certification as supporting documentation a copy of contractor/vendor license for the service provided.

By signing below ARPA Recipient, developer name, has verified the contractor/vendor known as, name of contractor/vendor, was not listed in the Excluded Parties Lists System and has the required contractor/vendor license as of date of verification.

DEVELOPER SIGNATURE

