



March 6, 2025

File No.: 3.MR.76-23

Justin Clifton, City Manager
City of Murrieta
One Town Square
Murrieta, CA 92562

RE: FIRST AMENDMENT TO AMENDED & RESTATED 2023-2024 SUPPLEMENTAL AGREEMENT - AUTHORIZATION TO INCUR COST

Dear Mr. Clifton:

Enclosed is a fully executed copy of your City's 2023-2024 *Amended and Restated Supplemental Agreement* for the use of Community Development Block Grant (CDBG) funds.

The U.S. Department of Housing and Urban Development and the Riverside County Housing and Workforce Solutions Department (HWS) have completed their regulatory, administrative, and environmental review of the City's following project (s):

3.MR.76-23	Pedestrian Safety Enhancement Project	\$1,209,189.20
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This letter authorizes your City to incur costs for reimbursement retroactive to September 21, 2023 for project 3.MR.76-23.

All claims will be reviewed for compliance with applicable policies in the Community Development Policy Manual. Please carefully review the policies relating to contract administration and reimbursement of claims. Any changes will be forwarded to you as they occur.

You will be required to provide milestones for significant events affecting your overall timetable. Meeting your timetable and milestones is imperative since it reflects on the City's capacity to manage grants in a timely manner. Failure to demonstrate management capacity could result in the County reducing or cancelling your CDBG funding.

March 6, 2025

Page 2

You will be required to provide milestones for significant events affecting your overall timetable. Meeting your timetable and milestones is imperative since it reflects on the City's capacity to manage grants in a timely manner. Failure to demonstrate management capacity could result in the County reducing or cancelling your CDBG funding.

Public Facilities and Other Activities:

Please consult with your assigned CDBG Program Manager regarding the National Objective reporting requirements for any CDBG-funded public facilities or other non-public service activities.

For audit purposes, recipients of Community Development Block Grant funds must comply with all applicable *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)*.

The CDBG funds are identified in the Code of Federal Domestic Assistance (CFDA) Section 14.218.

If you have any questions, please contact Susana Orozco at (951) 955-5933.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Garcia", is written over the word "Sincerely,".

Juan Garcia,

HWS Deputy Director

Attachments: Executed Supplemental Agreement

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**FIRST AMENDMENT TO AMENDED AND RESTATED SUPPLEMENTAL AGREEMENT
FOR THE USE OF
2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This First Amendment to Amended and Restated Supplemental Agreement (“Agreement”) is entered into this 4 day of March, 2025, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called, "COUNTY," and the CITY OF MURRIETA, herein called "CITY." COUNTY and CITY are collectively referred to as “Parties” and individually as “Party.”

The COUNTY and CITY mutually agree as follows:

WHEREAS, pursuant to Minute Order 3.30 on August 1, 2023, Board of Supervisors approved and adopted the 2023-2024 One-Year Action Plan of the 2019-2024 Five Year Consolidated Plan approving \$420,891.20 funding for the Pedestrian Safety Enhancement Project; and

WHEREAS, COUNTY and CITY entered into a certain Supplemental Agreement for the use of Community Development Block Grant (“CDBG”) funds, executed December 27, 2023 in effect until June 30, 2024, wherein \$420,891 in CDBG funds were allocated to CITY by COUNTY and designated for a specific use of Pedestrian Safety Enhancement Project; and

WHEREAS, pursuant to Minute Order 3.16 on October 29, 2024, Board of Supervisors approved and executed an Amended and Restated Supplemental Agreement in effect until June 30, 2026 and new total grant amount of \$788,298 in CDBG funds allocated to CITY by COUNTY and designated for a specific use of Pedestrian Safety Enhancement Project; and

WHEREAS, on January 24, 2025 CITY submitted an advancement request to COUNTY approving addition funding for the Pedestrian Safety Enhancement Project to reflect an increase in CDBG funds allocated to CITY in the amount of \$420,891.20, for a new total grant amount of \$1,209,189.20 and

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WHEREAS, COUNTY has available unspent CDBG funds and pursuant to the authority of Citizen Participation Plan for Five Year Consolidated Plan 2019-2024 COUNTY may reprogram unspent CDBG funds to Sponsor;

WHEREAS, COUNTY and CITY now desire to amend the Amended and Restated Agreement to reflect an increase in CDBG funds allocated to CITY in the amount of \$420,891.20, for a new total grant amount of \$1,209,189.20 and

WHEREAS, upon the execution of this First Amendment to Amended and Restated Agreement, the Original Amended and Restated Agreement shall be superseded and replaced.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants and conditions hereinafter set forth, the COUNTY and CITY hereby agree as follows:

1. PURPOSE. CITY promises and agrees to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of \$1,209,189.20 CDBG Entitlement Funds, as specifically identified in Exhibit A, attached hereto, and are incorporated herein by this reference, for the following project: **3.MR.76-23 Pedestrian Safety Enhancement Project.**

2. TERM OF AGREEMENT. This Agreement commences on February 6, 2023, and shall continue until **JUNE 30, 2026.**

3. COMPLETION SCHEDULE. CITY shall proceed consistent with the completion schedule set forth in Exhibit A attached hereto and incorporated herein.

4. EXTENSION OF TIME. COUNTY may grant an extension, in its sole and absolute discretion, to the completion schedule for the purpose of completing CITY'S projects/activities which are underway and cannot be completed during the term of this Agreement. CITY shall request said extension in writing, stating the reasons therefore, and may be granted only by receiving written approval from COUNTY. Every term, condition, covenant and requirement of this Agreement shall continue in full force and effect during the period of any such extension. In the event that the CITY does not request an extension, or if no extension is authorized by the COUNTY, this Agreement may be terminated consistent with the termination procedures as set forth in Section 19 of this Agreement.

1 LETTER TO PROCEED. CITY shall not initiate nor incur expenses for the CDBG-funded Projects
2 or activities covered under the terms of this Agreement as set forth in Exhibit A attached hereto, prior
3 to receiving written authorization from COUNTY to proceed.

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

<u>COUNTY</u>	<u>CITY</u>
Heidi Marshall, Director	Justin Clifton, City Manager
Riverside County HWS	City of Murrieta
P.O. Box 1528	1 Town Square
Riverside, CA 92502	Murrieta, CA 92562

21 6. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall determine the
22 final disposition and disbursement of all funds received by COUNTY under the Act consistent with
23 the provisions of Sections 1 and 2 of this Agreement. COUNTY, through its Department of Housing
24 and Workforce Solutions, shall: (1) make payments of the grant funds to CITY as set forth in Exhibit
25 A, attached hereto, and (2) monitor the CDBG-funded activity to ensure compliance with applicable
26 federal regulations and the terms of this Agreement.

27 7. PAYMENT OF FUNDS. The COUNTY shall pay to the CITY the sum specified in
28 Section 1 above on a reimbursable basis for all COUNTY-approved costs. The CITY shall submit not

1 more often than monthly to the CDBG Administrator of COUNTY a certified statement setting forth
2 in detail the expenditures made for which it is asking reimbursement along with pertinent supporting
3 documentation. The COUNTY shall promptly review the monthly expenditure statement and
4 reimburse the CITY for the approved costs in accordance with its usual accounting procedures. The
5 COUNTY may require from CITY such supporting documentation as may be necessary and
6 appropriate for the COUNTY to make its determination as to allowable costs. Each disbursement of
7 CDBG funds shall be made within thirty (30) days after CITY has submitted, to the COUNTY, a
8 complete and written approved statement of expenditures. In the event the United States Department
9 of Housing and Urban Development (“HUD”) determines the purpose or any of the expenditures above
10 described are ineligible for funding by the COUNTY, the CITY shall reimburse the COUNTY the
11 amount of the cost so disallowed.

12 9. RECORDS AND INSPECTIONS.

13 a. CITY shall establish and maintain financial, programmatic, statistical, and other
14 supporting records of its operations and financial activities in accordance with the Uniform
15 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
16 Part 200) and 24 CFR Section 570.502(a), as they relate to the acceptance and use of federal funds
17 under this Agreement. Said records shall be retained for a period of four (4) years from the date that
18 the activity or program funded with the CDBG Grant is closed out by the COUNTY and reported as
19 complete in the Comprehensive Annual Performance and Evaluation Report (CAPER). Exceptions to
20 the four (4) year retention period requirement, pursuant to 2 CFR 200.333 include the following:

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- 22 i. if any litigation, claim, or audit is started prior to the expiration of the four
23 (4) year period;
 - 24 ii. when the CITY is notified in writing by the COUNTY, HUD, or other
25 Federal agency to extend the retention period;
 - 26 iii. records for real property and equipment acquired with CDBG funds must
27 be retained for four (4) years after final disposition;
 - 28 iv. when the records are transferred by the CITY to the COUNTY, HUD, or

1 other Federal agency, the four (4) year period is not applicable.

2 b. CITY shall maintain a separate account for CDBG Entitlement Funds received as
3 set forth in Exhibit A.

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

11 d. CITY shall, during the normal business hours make available to COUNTY and to
12 HUD for examination and copying all of its records and other materials with respect to matters covered
13 by this Agreement.

14 e. CITY shall not retain any program income as defined in 24 CFR 570.500.

15 f. CITY shall submit to the COUNTY copies of all studies and reports prepared for
16 this project and the COUNTY shall have the right to the use and benefit of all such studies and reports.

17 g. If this CDBG-funded activity meets a National Objective by serving limited
18 clientele as defined in 24 CFR 570.208(a)(2)(i), the CITY shall ensure that at least fifty-one percent
19 (51%) of the persons benefiting from the CDBG funded activities are of low and moderate-income and
20 meet the program income guidelines as designated by HUD regulation. The CITY must provide the
21 required direct benefit documentation in writing to the COUNTY.

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23 10. COMPLIANCE WITH LAWS AND REGULATIONS. The CITY shall comply with all
24 applicable federal, state and local laws, regulations and ordinances. By executing this Agreement, the
25 CITY hereby certifies that it will adhere to and comply with the following as they may be applicable
26 to a CITY of funds granted pursuant to the Housing and Community Development Act of 1974, as
27 amended:

28 a. The Housing and Community Development Act of 1974, as amended, and the

1 regulations issued thereto;

2 b. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.A.
3 Section 1701u), as amended, a copy of which is attached hereto as Exhibit "S", and incorporated herein
4 by this reference;

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

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

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

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

25 g. The relocation requirements of Title II and the acquisition requirements of Title
26 III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the
27 implementing regulations at 24 CFR Part 42;
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h. The labor standard requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issued to implement such requirements;

i. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

j. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

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

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

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

n. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 USC 4801, et seq.);

o. Uniform Administration Requirements pursuant to 24 CFR 570.502.

p. The Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "*Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Assistance*" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless expected by a waiver.

q. The CITY shall carry out its activity pursuant to this Agreement in compliance with all federal laws and regulations described in Subpart K of Title 24 of the Code of Federal Regulations, except that:

(1) Pursuant to 24 CFR Section 570.604, the CITY does not assume the COUNTY'S environmental responsibilities under the National Environmental Policy Act of 1969

1 (NEPA); and

2 (2) The CITY does not assume the COUNTY'S responsibility for initiating
3 the review process under the provisions of 24 CFR Part 52.

4 r. *Copeland "Anti-Kickback" Act (18 U.S.C. Section 874 and 40 U.S.C.A. Section*
5 *3145): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients*
6 *and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act*
7 *(18 U.S.C. Section 874), as supplemented by Department of Labor Regulations (29 CFR Part 3,*
8 *"Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by*
9 *Loans or Grants from the United States") ("Anti-Kickback Act"). The Anti-Kickback Act provides*
10 *that each contractor or subrecipient shall be prohibited from inducing, by any means, any person*
11 *employed in the construction, completion, or repair of public work, to give up any part of the*
12 *compensation to which he is otherwise entitled. The recipient shall report all suspected or reported*
13 *violations to HUD.*

14 s. *Davis-Bacon Act, as amended (40 U.S.C.A. Section 3141-3148):* When required
15 by Federal program legislation, all construction contracts awarded by the recipients and subrecipients
16 of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C.A.
17 Section 3148) and as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor
18 Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted
19 Construction"). Under the Davis Bacon Act, contractors shall be required to pay wages to laborers
20 and mechanics at a rate not less than the minimum wages specified in a wage determination made by
21 the U.S. Secretary of Labor. In addition, contractors shall be required to pay wages not less than once
22 a week. The recipient shall place a copy of the current prevailing wage determination issued by the
23 U.S. Department of Labor in each solicitation and the award of a contract shall be conditioned upon
24 the acceptance of the wage determination. The recipient shall report all suspected or reported
25 violations to HUD.

26 t. *Contract Work Hours and Safety Standards (40 U.S.C.A. 3701-3708):* Where
27 applicable, all contracts awarded by CITY in excess of \$2,000 for construction contracts and in excess
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1 of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a
 2 provision for compliance with the Contract Work Hours and Safety Standards (40 U.S.C.A. 3701-
 3 3708), as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 40
 4 U.S.C.A. 3702, each contractor shall be required to compute the wages of every mechanic and laborer
 5 on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is
 6 permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic
 7 rate of pay for all hours worked in excess of 40 hours in the workweek. 40 U.S.C.A. 3704 is applicable
 8 to construction work and provides that no laborer or mechanic shall be required to work in
 9 surroundings or under working conditions which are unsanitary, hazardous or dangerous. These
 10 requirements do not apply to the purchases of supplies or materials or articles ordinarily available on
 11 the open market, or contracts for transportation or transmission of intelligence.

12 u. *Rights to Inventions Made Under a Contract or Agreement:* Contracts or
 13 agreements for the performance of experimental, developmental, or research work shall provide for
 14 the rights of the Federal Government and the recipient in any resulting invention in accordance with
 15 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms
 16 Under Government Grants, Contracts and Cooperative Agreements," and any implementing
 17 regulations issued by HUD.

18 v. *Rights to Data and Copyrights:* Contractors and consultants agree to comply with
 19 all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-
 20 3, Federal Acquisition Regulations (FAR).

21 w. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*) (42
 22 U.S.C.A. 7401 *et seq.*) and the *Federal Water Pollution Control Act* (33 U.S.C.A. Section 1251 *et*
 23 *seq.*), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision
 24 that requires the recipient to agree to comply with all applicable standards, orders or regulations issued
 25 pursuant to the *Clean Air Act* (42 U.S.C.A. 7401 *et seq.*) and the *Federal Water Pollution Control Act*
 26 as amended (33 U.S.C.A. Section 1251 *et seq.*). Violations shall be reported to HUD and the Regional
 27 Office of the Environmental Protection Agency (EPA).
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x. *Anti-Lobbying Certification (31 U.S.C.A. 1352)*: The language of the certification set forth in this paragraph w. shall be required in all contracts or subcontracts entered into in connection with this grant activity and all CITYS shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

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

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

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

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

1 that of its principal employees.

2 z. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (41
3 U.S.C.A. Section 8101-8103) requires grantees (including individuals) of federal agencies, as a prior
4 condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each
5 potential recipient must certify that it will comply with drug-free workplace requirements in
6 accordance with the Act and with HUD's rules at 2 CFR Part 2425.

7 a-2. *Access to Records and Records Retention:* The Consultant or Contractor, and any
8 sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County
9 officials or authorized representatives access to the work area, as well as all books, documents,
10 materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-
11 contractors, that are directly pertinent to a specific program for the purpose of making audits,
12 examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or
13 sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and
14 records, on a current basis, recording all transactions pertaining to this agreement in a form in
15 accordance with generally acceptable accounting principles. All such books and records shall be
16 retained for such periods of time as required by law, provided, however, notwithstanding any shorter
17 periods of retention, all books, records, and supporting detail shall be retained for a period of at least
18 four (4) years after the expiration of the term of this Agreement.

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

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

26 cc. *Procurement of Recovered Materials (2 CFR 200.323):* A non-Federal entity
27 that is a state agency or agency of a political subdivision of a state and its contractors must comply
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1 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as
2 amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include
3 procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40
4 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with
5 maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000
6 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid
7 waste management services in a manner that maximizes energy and resource recovery; and
8 establishing an affirmative procurement program for procurement of recovered materials identified in
9 the EPA guidelines.

10 dd. *Political Activities*: CDBG funds shall not be used to finance the use of facilities
11 or equipment for political purposes or to engage in other partisan political activities, such as candidate
12 forums, voter transportation, or voter registration subject to the exceptions listed in 24 CFR
13 570.207(a)(3).

14 11. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL. CITY certifies that the
15 CITY's staff assigned to the CDBG-funded activities have received, reviewed, and will follow the
16 COUNTY's Community Development Block Grant Policy Manual, which is incorporated herein by
17 this reference and made a part hereof.

18 12. COOPERATION WITH COMMUNITY DEVELOPMENT ACTIVITIES. CITY shall
19 cooperate with COUNTY in undertaking essential community development and housing assistance
20 activities and shall assist COUNTY in carrying out its Strategic Plan of the 2019-2024 Five Year
21 Consolidated Plan and other requirements of the Community Development Block Grant Program.

22 13. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA
23 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to 14 CCR Section 1501(d), COUNTY is
24 designated as the lead agency for the project that is the subject matter of this Agreement.

25 14. HOLD HARMLESS AND INDEMNIFICATION. CITY shall indemnify and hold
26 harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their
27 respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents
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1 and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any
2 liability whatsoever, based or asserted upon any services of CITY, its officers, employees,
3 subcontractors, agents, or representatives arising out of or in any way relating to this Agreement,
4 including but not limited to property damage, bodily injury, or death or any other element of any kind
5 or nature whatsoever arising from the performance of CITY, its officers, agents, employees,
6 subcontractors, or representatives Indemnitors from this Agreement. CITY shall defend, at its sole
7 expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense
8 and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or
9 omissions.

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

15 CITY'S obligation hereunder shall be satisfied when CITY has provided to COUNTY the
16 appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

21 In the event there is conflict between this clause and California Civil Code Section 2782, this
22 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
23 CITY from indemnifying the Indemnitees to the fullest extent allowed by law.

24 15. INSURANCE. Without limiting or diminishing the CITY'S obligation to indemnify or
25 hold the COUNTY harmless, CITY shall procure and maintain or cause to be maintained, at its sole
26 cost and expense, the following insurance coverage's during the term of this Agreement. As respects
27 to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies,
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1 Districts, Special Districts, and Departments, their respective directors, officers, Board of COUNTY
2 OF RIVERSIDE Supervisors, employees, elected or appointed officials, agents, or representatives as
3 Additional Insureds.

4 a. Workers' Compensation:

5 If the CITY has employees as defined by the State of California, the CITY shall maintain
6 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of
7 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease
8 with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive
9 subrogation in favor of the County of Riverside.

10 b. Commercial General Liability:

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

18 b.1: Sexual Abuse or Molestation (SAM) Liability:

19 If the work will include contact with minors, and the Commercial General Liability policy is not
20 endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall
21 obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than
22 \$2,000,000 per occurrence or claim.

23 c. Vehicle Liability:

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

2 d. General Insurance Provisions - All lines:

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

8 (ii). The CITY must declare its insurance self-insured retentions. If any such self-
9 insured retentions exceed \$500,000 per occurrence, such retentions shall have the prior written consent
10 of the County Risk Manager before the commencement of operations under this Agreement. Upon
11 notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's
12 Risk Manager, CITY'S carriers shall either; 1) reduce or eliminate such self-insured retention as
13 respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses
14 and related investigations, claims administration, and defense costs and expenses.

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

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

9 (v). If, during the term of this Agreement or any extension thereof, there is a material
10 change in the scope of services; or, there is a material change in the equipment to be used in the
11 performance of the scope of or, the term of this Agreement, including any extensions thereof, exceeds
12 five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this
13 Agreement and the monetary limits of liability for the insurance coverage's currently required herein,
14 if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the
15 CITY has become inadequate.

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

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

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

22 16. FEDERAL REQUIREMENTS. CITY shall comply with the provisions of the Act and
23 any amendments thereto and the federal regulations and guidelines now or hereafter enacted pursuant
24 to the Act. More particularly, CITY is to comply with those regulations found in the Uniform
25 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
26 Part 200) and 24 CFR Part 570. CITY is to abide by the provisions of the COUNTY's CDBG policies.

27 17. PROGRAM INCOME. CITY, who is a subrecipient as defined in 24 CFR Part
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1 570.500(c), shall not retain any program income as defined in 24 CFR 570.500. Any and all program
2 income shall be retained by the COUNTY pursuant to 24 CFR 570.504.

3 18. INDEPENDENT CAPACITY. The CITY is, for purposes relating to this Agreement, an
4 independent contractor and shall not be deemed an employee, officer, or agent of the COUNTY. It is
5 expressly understood and agreed that the CITY (including its employees, agents and subcontractor's)
6 shall in no event be entitled to any benefits to which the COUNTY employees are entitled, including
7 but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave
8 or other leave benefits. There shall be no employer-employee relationship between the parties; and
9 the CITY shall hold the COUNTY harmless from any and all claims that may be made against the
10 COUNTY based upon any contention by a third party that an employer-employee relationship exists
11 by reason of this Agreement. It is further understood and agreed by the Parties that the CITY in the
12 performance of this Agreement is subject to the control or direction of the COUNTY merely as to the
13 results to be accomplished and not as to the means and methods for accomplishing the results.

14 19. NONDISCRIMINATION. CITY shall abide by 24 CFR Sections 570.601 and 570.912
15 which require that no person in the United States shall on the ground of race, color, religion, national
16 origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to
17 discrimination under any program or activity funded in whole or in part with CDBG funds.

18 CITY agrees to abide by and include in any subcontracts to perform work under this
19 Agreement, the following clause:

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

19. PROHIBITION AGAINST CONFLICTS OF INTEREST.

a. CITY and its assigns, employees, agents, consultants, officers and elected and appointed officials shall become familiar with and shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the CDBG regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

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

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

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

e. CITY understands and agrees that no waiver or exception can be granted to the prohibition against conflict of interest except upon written approval of HUD pursuant to 24 CFR

1 570.611(d). Any request by CITY for an exception shall first be reviewed by COUNTY to determine
2 whether such request is appropriate for submission to HUD. In determining whether such request is
3 appropriate for submission to HUD, COUNTY will consider the factors listed in 24 CFR
4 570.611(d)(2).

5 f. Prior to any funding under this Agreement, CITY shall provide COUNTY with a
6 list of all employees, agents, consultants, officers and elected and appointed officials who are in a
7 position to participate in a decision-making process, exercise any functions or responsibilities, or gain
8 inside information with respect to the CDBG activities funded under this Agreement. CITY shall also
9 promptly disclose to COUNTY any potential conflict, including even the appearance of conflict, that
10 may arise with respect to the CDBG activities funded under this Agreement.

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

13 20. RELIGIOUS ACTIVITIES. CITY shall adhere to the regulations set forth in Exhibit
14 "R", attached hereto and incorporated herein by this reference.

15 21. LOBBYING. The CITY certifies to the best of its knowledge and belief, that:

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

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

2 c. The undersigned shall require that the language of this certification be included
3 in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts
4 under grants, loans, and cooperative agreements) and that all CITYs shall certify and disclose
5 accordingly. This certification is a material representation of fact upon which reliance was placed when
6 this transaction was made or entered into.

7 22. TERMINATION.

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

10 b. COUNTY. Notwithstanding the provisions of Section 22a above, COUNTY may
11 suspend or terminate this Agreement upon written notice to CITY of the action being taken and the
12 reason for such actions including but not limited to the following reasons:

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

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

17 (3) In the event the funding from the Department of Housing and Urban
18 Development referred to in Section 1 above is terminated or otherwise becomes unavailable.

19 c. This Agreement may be terminated and/or funding suspended, in whole or in part,
20 for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit
21 Requirements for Federal Awards (2 CFR Section 200.339). Cause shall be based on the failure of the
22 CITY to materially comply with either the terms or conditions of this Agreement. Upon suspension of
23 funding, the CITY agrees not to incur any costs related thereto, or connected with, any area of conflict
24 from which the COUNTY has determined that suspension of funds is necessary. CITY acknowledges
25 that failure to comply with Federal statutes, regulations, or the terms and conditions of this Agreement
26 may be considered by the COUNTY in evaluating future CDBG and non-CDBG funding applications
27 submitted by CITY.

28 d. Reversion of Assets

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1. Upon expiration of this Agreement, the CITY shall transfer to the COUNTY any CDBG funds, including but not limited to the CDBG Entitlement funds on hand at the time of expiration of the Agreement as well as any accounts receivable held by CITY which are attributable to the use of CDBG funds awarded pursuant to this Agreement.

2. Any real property under the CITY'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the CITY in the form of a loan) in excess of \$25,000 is either:

(i) Used to meet one of the National Objectives in 24 CFR Section 570.208 until five years after expiration of this agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or

(ii) Not used in accordance with Clause (i) above, in which event the CITY shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

23. PUBLICITY. Any publicity generated by CITY for the project funded pursuant to this Agreement, during the term of this Agreement, will make reference to the contribution of the County of Riverside Community Development Block Grant Program in making the project possible.

24. PROGRAM MONITORING AND EVALUATION. CITY shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of the CDBG National Objectives as set forth in Exhibit A, attached hereto. CITY shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of the Program Objectives. Quarterly reports shall be due on the fifteenth (15th) day of the month immediately following the end of the quarter being reported. The quarterly written reports shall include, but shall not be limited to the following data elements:

- a. Title of program, listing of components, description of activities/operations.
- b. The projected goals, indicated numerically, and also the goals achieved (for each

1 report period). In addition, identify by percentage and description, the progress achieved towards
2 meeting the specified goals; additionally, identify any problems encountered in meeting goals.

3 c. If CDBG funded Activity meets National Objective under 24 CFR 570.208
4 (a)(2)(i)(B), CITY shall report the following:

5 1) Total number of direct beneficiaries (clientele served) with median household income
6 (MHI):

- 7 • Above 80% MHI
- 8 • Between 50% and 80% MHI (Low-Income)
- 9 • Between 30% and 50% MHI (Very Low-Income)
- 10 • Below 30% MHI (Extremely Low-Income)
- 11 • Total number and percentage of all clients at, or below, 80% MHI
- 12 • Racial ethnicity of clientele
- 13 • Number of Female-Headed Households

14 d. CITY shall report beneficiary statistics monthly, or as otherwise required, to
15 COUNTY on the pre-approved *Direct Benefit Form* and *Self-Certification Form* (certifying income,
16 family size, and racial ethnicity) as required by HUD. In the event that HUD or COUNTY implement
17 changes to the reporting requirements, CITY will be provided with updated forms and instructions
18 necessary to comply with the reporting requirements of HUD's Outcome Performance Measurement
19 System.

20 25. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). CITY shall obtain
21 COUNTY's written approval, through its Department of Housing and Workforce Solutions, of the
22 project plans, specifications, and construction documents prior to CITY's construction of same for all
23 projects consisting of CDBG-funded construction activities. The County neither undertakes nor
24 assumes nor will have any responsibility or duty to CITY or to any third party to review, inspect,
25 supervise, pass judgment upon or inform CITY or any third party of any matter in connection with the
26 development or construction of the improvements, whether regarding the quality, adequacy or
27 suitability of the plans, any labor, service, equipment or material furnished to the property, any person
28 furnishing the same, or otherwise. CITY and all third parties shall rely upon its or their own judgment
regarding such matters, and any review, inspection, supervision, exercise of judgment or information

1 supplied to CITY or to any third party by the County in connection with such matter is for the public
2 purpose of assisting with a community development and housing activity pursuant to the Act, and
3 neither CITY (except for the purposes set forth in this Agreement) nor any third party is entitled to rely
4 thereon. The County shall not be responsible for any of the work of construction, improvement, or
5 development of the property.

6 It is the responsibility of CITY, without cost to County, to ensure that all applicable local
7 jurisdiction land use requirements will permit development of the property and construction of the
8 improvements and the use, operation, and maintenance of such Improvements in accordance with the
9 provisions of this Agreement. Nothing contained herein shall be deemed to entitle CITY to any local
10 jurisdiction or County permit or other local jurisdiction or County approval necessary for the
11 development of the Property, or waive any applicable local jurisdiction or County requirements
12 relating thereto. This Agreement does not (a) grant any land use entitlement to CITY, (b) supersede,
13 nullify, or amend any condition which may be imposed by the local jurisdiction in connection with
14 approval of the development described herein, (c) guarantee to CITY or any other party any profits
15 from the development of the Property, or (d) amend any local jurisdiction or County laws, codes or
16 rules.

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18 26. PRIOR COUNTY APPROVAL (AQUISITION ACTIVITIES). CITY shall obtain
19 COUNTY's written approval and authorization to proceed, through its Department of Housing and
20 Workforce Solutions, of all CDBG-funded real property acquisition activities.

21 27. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH
22 CDBG FUNDS. When CDBG funds are used, in whole or in part, by CITY to acquire real property or
23 to construct a public facility, CITY will comply with the Uniform Administrative Requirements, Cost
24 Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.311); National
25 Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.); the California Environmental Quality
26 Act (Cal. Pub. Resources Code §21000, et seq.); the Uniform Relocation Assistance and Real Property
27 Acquisition Policies Act of 1970, as amended (42 U.S.C. A. §4630, et seq.); and the COUNTY's Five
28 Year Consolidated Plan. In addition, the following is to occur:

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a. Title to the real property shall vest in CITY;

b. The real property will be held by CITY, or the constructed facility will be maintained by the CITY, for a minimum period of five (5) years from the date the CDBG-funded activity is closed-out and reported as complete by the COUNTY through the Comprehensive Annual Performance and Evaluation Report (CAPER);

c. While held by CITY, the real property or the constructed facility is to be used exclusively for the purposes for which acquisition or construction was originally approved by COUNTY;

d. Written approval from COUNTY must be secured if the property or the facility is to be put to an alternate use that is consistent with the COUNTY'S Five-Year Consolidated Plan or the applicable federal regulations governing CDBG funds;

e. Should CITY desire to use the real property or the constructed facility, prior to the completion of the mandatory five-year period, for a purpose not consistent with applicable federal regulations governing CDBG funds or to sell the real property or facility, then:

(1) If CITY desires to retain title, CITY will reimburse COUNTY the amount that represents the percentage of current fair market value that is identical to the percentage that CDBG funds initially comprised of monies paid to acquire the property or construct the facility; or

(2) If CITY sells the property or facility or is required to sell the property or facility, CITY shall reimburse COUNTY the amount that represents the percentage of proceeds realized by the sale that is identical to the percentage that CDBG funds initially comprised of monies paid to acquire the property or construct the facility. This percentage amount will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

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

1 reference.

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

5 30. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. CITY agrees to,
6 and will require any lessee or assignee to notify Riverside County Workforce Development Center of
7 any and all job openings that are caused by this project.

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

12 32. PROJECT ELIGIBILITY. As to CITY or its claimants, COUNTY shall bear no liability
13 for any later determination by the United States Government, the Department of Housing and Urban
14 Development, or any other person or entity, that CITY is or is not eligible under 24 CFR Part 570 to
15 receive CDBG funds.

16 33. SOURCE OF FUNDING. CITY acknowledges that the source of funding pursuant to
17 this Agreement is a Community Development Block Grant (CFDA 14.218), and the Grant Award
18 Number is B-23-UC-06-0506

19 34. ASSIGNMENT. The CITY will not make any assignment or transfer in any other form
20 with respect to this Agreement, without prior written approval of the COUNTY.

21 35. INTERPRETATION AND GOVERNING LAW. This Agreement and any dispute
22 arising hereunder shall be governed by and interpreted in accordance with the laws of the State of
23 California. This Agreement shall be construed as a whole according to its fair language and common
24 meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to
25 the effect that ambiguities are to be resolved against the drafting party shall not be employed in
26 interpreting this Agreement, all parties having been represented by counsel in the negotiation and
27 preparation hereof.
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36. WAIVER. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

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

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

39. RESERVED .

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

41. FORCE MAJEURE.

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

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

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

13 43. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended
14 only by a writing signed by the duly authorized and empowered representatives of COUNTY and
15 CITY, respectively.

16 44. DIGITAL AND ELECTRONIC SIGNATURES. The parties agree to the use of electronic
17 signatures, such as digital signatures that meet the requirements of the California Uniform Electronic
18 Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17). The parties further agree that
19 that the electronic signatures of the parties included in this Agreement are intended to authenticate this
20 writing and to have the same force and effect as manual signatures. Electronic signature means an
21 electronic sound, symbol, or process attached to or logically associated with an electronic record and
22 executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as
23 amended from time to time. The CUETA authorizes use of an electronic signature for transactions and
24 contracts among parties in California, including a government agency. Digital signature means an
25 electronic identifier, created by computer, intended by the party using it to have the same force and
26 effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes
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1 of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of
2 Section 1633.2 of the Civil Code.

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IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement as of the dates set forth below.

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

CITY OF MURRIETA,
a General law City

BY: *Manuel Perez*
v Manuel Perez,
Board of Supervisors, Chair

BY: *Justin Clifton*
Name: Justin Clifton
Title: City Manager

Date: *3/04/2025*

Date: February 21, 2025

ATTEST: Kimberly A Rector,
County Clerk

ATTEST:

BY: *Sharon J.*
Deputy

BY: *Cristina*
City Clerk



APPROVED AS TO FORM:

APPROVED AS TO FORM:

MINH C. TRAN

BY: *Tiffany Israel*
City Attorney

COUNTY COUNSEL

By: *P. S. Salcido*
Paula S. Salcido,
Deputy County Counsel

OCT 29 2024 3.16

EXHIBIT "R"

24 C.F.R. § 5.109

Equal participation of faith-based organizations in HUD programs and activities.

Effective: May 4, 2016

(a) Purpose.

Consistent with Executive Order 13279 (issued on December 12, 2002, 67 FR 77141), entitled "Equal Protection of the Laws for Faith-Based and Community Organizations," as amended by Executive Order 13559 (issued on November 17, 2010, 75 FR 71319), entitled "Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations," and further amended by Executive Order 13831 (issued on May 3, 2018, 83 FR 20715) entitled "Establishment of a White House Faith and Opportunity Initiative," this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD's Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

b) Definitions. The following definitions apply to this section:

Direct Federal financial assistance means Federal financial assistance provided when a Federal Government agency or an intermediary, as defined in this section, selects the provider and either purchases services from that provider (i.e., via a contract) or awards funds to that provider to carry out an activity (e.g., via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive Federal financial assistance through State-administered programs (e.g., flow-through programs) are considered recipients of direct Federal financial assistance. In general, Federal financial assistance shall be treated as direct, unless it meets the definition of indirect Federal financial assistance.

Federal financial assistance means assistance that non-Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

Indirect Federal financial assistance means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral toward religion meaning that it is available to providers without regard to the religious or non-religious nature of the institution and there are no program incentives that deliberately skew for or against religious or secular providers; and the organization receives the assistance as a result of a genuine, independent choice of the beneficiary.

Intermediary means an entity, including a nongovernmental organization, acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that accepts Federal financial assistance and distributes that assistance to other entities that, in turn, carry out activities under HUD programs.

(c) Equal participation of faith-based organizations in HUD programs and activities.

Faith-based organizations are eligible, on the same basis as any other organization, to participate in any HUD program or activity, considering any permissible accommodations, particularly under the Religious Freedom Restoration Act. Neither the Federal Government, nor a State, tribal or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization's religious character, affiliation, or lack thereof, or on the basis of the organization's religious exercise. For purposes of this part, to discriminate against an organization on the basis of the organization's religious exercise means to disfavor an organization, including by failing to select an organization, disqualifying an organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an organization in the selection process or has such an effect:

- (1) Because of conduct that would not be considered grounds to disfavor a secular organization;
- (2) Because of conduct that must or could be granted an appropriate accommodation in a manner consistent with RFRA (42 U.S.C. 2000bb through 2000bb-4) or the Religion Clauses of the First Amendment to the Constitution; or
- (3) Because of the actual or suspected religious motivation of the organization's religious exercise.
- (4) In addition, decisions about awards of Federal financial assistance must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the organization's religious character, affiliation, or lack thereof, or based on the organization's religious exercise. Notices of funding availability, grant agreements, and cooperative agreements shall include language substantially similar to that in appendix A to this subpart, where faith-based organizations are eligible for such opportunities.

(d) Independence and identity of faith-based organizations.

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its autonomy, right of expression, religious character, authority over its governance, and independence, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. A faith-based organization that receives Federal financial assistance from HUD does not lose the protections of law.

(2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without concealing, altering, or removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members and employees on the basis of their acceptance of or adherence to the religious tenets of the organization consistent with paragraph (i) of this section), and include religious references in its organization's mission statements and other governing documents.

(e) Explicitly religious activities.

If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance. The use of indirect Federal financial assistance is not subject to this restriction. Nothing in this part restricts HUD's authority under applicable Federal law to fund activities, that can be directly funded by the Government consistent with the Establishment Clause of the U.S. Constitution.

(f) Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs.

If an intermediary - acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance - is

given the authority to select a nongovernmental organization to receive Federal financial assistance under a contract, grant, sub-grant, sub-award, or cooperative agreement, the intermediary must ensure that such organization complies with the requirements of this section. If the intermediary is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

(g) Nondiscrimination requirements.

Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services with such assistance or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, an organization that participates in a program funded by indirect Federal financial assistance need not modify its program or activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program and may require attendance at all activities that are fundamental to the program.

(h) No additional assurances from faith-based organizations.

A faith-based organization is not rendered ineligible by its religious nature to access and participate in HUD programs. Absent regulatory or statutory authority, no notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by HUD or a recipient or intermediary in administering Federal financial assistance from HUD shall require otherwise eligible faith-based organizations to provide assurances or notices where they are not required of similarly situated secular organizations. All organizations that participate in HUD programs or activities, including organizations with religious character or affiliations, must carry out eligible activities in accordance with all program requirements, subject to any required or appropriate accommodation, particularly under the Religious Freedom Restoration Act, and other applicable requirements governing the conduct of HUD-funded activities, including those prohibiting the use of direct financial assistance to engage in explicitly religious activities. No notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by HUD or a recipient or intermediary in administering financial assistance from HUD shall disqualify otherwise eligible faith-based organizations from participating in HUD's programs or activities because such organization is motivated or influenced by religious faith to provide such programs and activities, or because of its religious character or affiliation, or on grounds that discriminate against an organization on the basis of the organization's religious exercise, as defined in this part.

(i) Exemption from Title VII employment discrimination requirements.

A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1), is not forfeited when the organization participates in a HUD program. Some HUD programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all grantees. Accordingly, grantees should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(j) Acquisition, construction, and rehabilitation of structures.

Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to the HUD program or activity. However,

acquisition, construction, or rehabilitation of sanctuaries, chapels, or other rooms that a HUD-funded faith-based organization uses as its principal place of worship, may not be paid with direct Federal financial assistance. Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition (2 CFR part 200, subpart D) and the HUD program regulations, as directed by HUD.

(k) Commingling of Federal and State, tribal, and local funds.

If a State, tribal, or local government voluntarily contributes its own funds to supplement direct Federal financial assistance for an activity, the State, tribal or local government has the option to segregate those funds or commingle them with the direct Federal financial assistance. However, if the funds are commingled, the requirements of this section apply to all of the commingled funds. Further, if a State, tribal, or local government is required to contribute matching funds to supplement direct Federal financial assistance for an activity, the matching funds are considered commingled with the direct Federal financial assistance and, therefore, subject to the requirements of this section. Some HUD programs' requirements govern any activity assisted under those programs. Accordingly, recipients should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(l) Tax exempt organizations.

In general, HUD does not require that a recipient, including a faith-based organization, obtain tax-exempt status under section 501(c)(3) of the Internal Revenue Code to be eligible for funding under HUD programs. Many grant programs, however, do require an organization to be a nonprofit organization in order to be eligible for funding. Notices of funding availability that require organizations to have nonprofit status will specifically so indicate in the eligibility section of the notice of funding availability. In addition, if any notice of funding availability requires an organization to maintain tax-exempt status, it will expressly state the statutory authority for requiring such status. Applicants should consult with the appropriate HUD program office to determine the scope of any applicable requirements. In HUD programs in which an applicant must show that it is a nonprofit organization but this is not statutorily defined, the applicant may do so by any of the following means:

- (1) Proof that the Internal Revenue Service currently recognizes the applicant as an organization to which contributions are tax deductible under section 501(c)(3) of the Internal Revenue Code;
- (2) A statement from a State or other governmental taxing body or the State secretary of State certifying that -
 - (i) The organization is a nonprofit organization operating within the State; and
 - (ii) No part of its net earnings may benefit any private shareholder or individual;
- (3) A certified copy of the applicant's certificate of incorporation or similar document that clearly establishes the nonprofit status of the applicant;
- (4) Any item described in paragraphs (1)(1) through (3) of this section, if that item applies to a State of national parents organization, together with a statement by the State of parent organization that the applicant is a local nonprofit affiliate; or
- (5) For an entity that holds a sincerely held religious belief that it cannot apply for a determination as an entity that is tax-exempt under section 501(c)(3) of the Internal Revenue Code, evidence sufficient to establish that the entity would otherwise qualify as a nonprofit organization under paragraphs (1)(1) through (4) of this section.

(m) Rule of construction.

Neither HUD nor any recipient or other intermediary receiving funds under any HUD program or activity shall construe these provisions in such a way as to advantage or disadvantage faith-based organizations affiliated with historic or well-established religions or sects in comparison with other religions or sects.

Credits

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EXHIBIT "S"

Page 1 of 2

**Economic Opportunities for Low- and Very Low-Income Persons
CONTRACT REQUIREMENTS
24 CFR Part 75**

RIVERSIDE COUNTY

Section 75.1 Purpose

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Section 75.3 Applicability

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance. Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(2) Section 3 projects. (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

(ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(c) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Section 75. 5 Definitions.

The terms HUD, Public housing, and Public Housing Agency (PHA) are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial

consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in §75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

- (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
- (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in §75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- (ii) The worker is employed by a Section 3 business concern.
- (iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§75.19 Requirements.

(a) ***Employment and training.*** (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

(b) *Contracting.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

§75.21 Targeted Section 3 worker for housing and community development financial assistance.

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

- (1) A worker employed by a Section 3 business concern; or
- (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project, as defined in §75.5; or
 - (ii) A YouthBuild participant.
- (b) [Reserved]

§75.23 Section 3 safe harbor.

(a) *General.* Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

- (1) Certify that they have followed the prioritization of effort in §75.19; and
- (2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) *Establishing benchmarks.* (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide

benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the FEDERAL REGISTER, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to §75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per §75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in §75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§75.25 Reporting.

(a) *Reporting of labor hours.* (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to §75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the

total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in §75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to §75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

(b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in §75.3(a)(2), the recipient or recipients

must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD.

§75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

§75.33 Compliance.

(a) *Records of compliance.* Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other recordkeeping requirements in 2 CFR part 200.

(b) *Complaints.* Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

(c) *Monitoring.* HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found

**AMENDED SUPPLEMENTAL AGREEMENT
SCOPE OF WORK
(NON-PUBLIC SERVICE)**

I. GENERAL INFORMATION

CITY NAME: City of Murrieta UEI #: CP6AE8VFMVR6

ADDRESS: 1 Town Square
Murrieta, CA 92562

PROGRAM CONTACTS: Kristen Crane, Assistant City Manager

PHONE: 951-464-6010 FAX: _____

E-MAIL: kcrane@murrietaca.gov

PROJECT NAME: Pedestrian Safety Enhancement Project

PROJECT LOCATION: Various Locations within the City

LEVEL OF ENVIRONMENTAL CLEARANCE: Categorically excluded subject §58.35(a)

CDBG ELIGIBILITY CODE: 570.201 (c)

PROJECT FUNDING SUMMARY: **\$1,209,189.20**

Project to be administered by County (HWS) on behalf of City: YES NO

II. SCOPE OF SERVICE

A. Activities

City will be responsible for administering a **2023-2024** Community Development Block Grant for the **Pedestrian Safety Enhancement Project** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

- Activity #1 *CDBG funds will be used to enhance pedestrian safety by installing new and upgrading existing pedestrian facility ramps to remove architectural barriers and meet ADA requirements throughout the city. Eligible costs will include design, construction, compliance monitoring, and project management.*

B. National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). City certifies that the activity(ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(2)(i)(A)

CFR Reference: Low Mod Limited Clientele Presumed

C. Levels of Accomplishment – Goals and Performance Measures

The City agrees to implement and complete the following activity(ies):

Activity #1 *construct sidewalks, curbs, and street improvements*

Activity #2 *project management, compliance, design, and construction costs.*

CPD OUTCOME PERFORMANCE MEASUREMENT

Objectives (select one): Creating Suitable Living Environments
 Providing Decent Affordable Housing
 Creating Economic Opportunities

Outcome (select one): Availability/Accessibility
 Affordability
 Sustainability (promoting livable or viable communities)

D. City Capacity

By executing this Supplemental Agreement, the City certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact the City or subrecipient's performance under this Agreement.

Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the

County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

F. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$1,209,189**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

Line Item	CDBG Granted Funds	Total of Non-CDBG Funds	Total Activity/Project Budget	Notes
Design/Engineering Costs	\$35,000		\$1,259,189	
Project Administration Costs/Salaries	\$20,000	\$50,000		
Construction Costs	\$1,154,189			
Acquisition Costs				
Relocations Costs				
Capital Equipment Costs				
Code Enforcement				
Clearance				
Interim Assistance				
Indirect Costs:				
TOTAL CDBG BUDGET	\$1,209,189	\$50,000	\$1,259,189	

G. Total Amount of Non- CDBG Leveraging

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL	Gas Tax	\$50,000					\$50,000
PRIVATE							
OTHER							
TOTAL:							<u>\$50,000</u>

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

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

B. Cost Principles

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

C. Documentation and Record Keeping

I. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and

AMENDED EXHIBIT A
File No.: 3.MR.76-23

vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention

The City shall retain all CDBG-related financial records, supporting documents, contracts, and agreements for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. The City will retain all National Objective documentation, including low-moderate income certification, ethnicity, and other pertinent data for a period of four (4) years after submission of the County's annual performance and evaluation report to HUD. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data

The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

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

IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, City will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Complete CDBG Training	September 2023	September 2023
Implement Project Activities	Upon Notification from HWS	
Execute Supplemental Agreement & Notice to Incur Cost	September 2024	October 2024

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Submit Quarterly Performance Reports to County	October 2024	Through June 2026
County Monitoring of City Program/Performance	To be determined by Program Manager	

Specific Project Activities:

1. City executes Supplemental Agreement; receives Authorization to Incur Cost letter
2. City prepares final construction documents (incorporating Special Federal Provisions) for HWS review and approval
3. HWS authorizes City to advertise for bids
4. HWS reviews and approves bidding process
5. City awards construction contract
6. City and HWS conduct "pre-construction meeting"
7. HWS authorizes City to issue "Notice to Proceed"

City Submits Reimbursement Requests

Monthly Submittal
Other Schedule

To be determined by Program Manager

CDBG-funded Project Complete

June 30, 2026

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

The City must follow proper procurement and construction policies and procedures of the City and CDBG regulations. Construction shall commence using CDBG funding with a Notice to Proceed. A pre-construction meeting is required. The City must contact the CDBG Program Manager for review before submitting RFP, construction activity, or cost without prior written approval. The County must be contacted 10 (ten) days in advance for attendance of the Pre-Construction meeting. Original signed Certified payrolls are to be submitted on a weekly basis to the HWS-CDBG program manager once construction starts.

Certificate Of Completion

Envelope Id: 673F1BE4-E5DC-4E76-8859-250456E1347E

Status: Completed

Subject: Complete with Docusign: First Amendment to FY 23-24 CDBG Supplemental Agreement.pdf

Source Envelope:

Document Pages: 53

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 0

Rachel Guerrero

AutoNav: Enabled

Stamps: 1

1 Town Sq

Envelope Stamping: Enabled

Murietta, CA 92562

Time Zone: (UTC-08:00) Pacific Time (US &

RGuerrero@MurrietaCA.gov

Canada)

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Signature

Timestamp

Kristen Crane

kcrane@murrietaca.gov

Assistant City Manager

Security Level: Email, Account Authentication
(None)

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Javier Carcamo

jcaramo@murrietaca.gov

Finance Director

City of Murrieta

Security Level: Email, Account Authentication
(None)

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Signed: 2/21/2025 7:15:52 AM

Signature Adoption: Pre-selected Style
Using IP Address: 108.218.204.131

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Tiffany Israel

tisrael@awattorneys.com

Managing Partner

Security Level: Email, Account Authentication
(None)

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Viewed: 2/21/2025 8:11:10 AM

Signed: 2/21/2025 8:11:16 AM

Signature Adoption: Pre-selected Style
Using IP Address: 108.184.83.14
Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 2/21/2025 8:11:10 AM

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Rosa Vega

rvega@murrietaca.gov

Carahsoft OBO City of Murrieta

Security Level: Email, Account Authentication
(None)

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Signed: 2/21/2025 8:52:16 AM

Signature Adoption: Uploaded Signature Image
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Not Offered via Docusign

Signer Events

Justin Clifton
jclifton@murrietaca.gov
951 City Manager
City of Murrieta
Security Level: Email, Account Authentication (None)

Signature



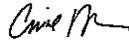
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Cristal McDonald
cmcdonald@murrietaca.gov
City Clerk
City of Murrieta
Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image
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Kimberly Ramirez
kramirez@murrietaca.gov
Deputy City Clerk
City of Murrieta
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Isaac Bravo
ibravo@murrietaca.gov
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Certified Delivered Security Checked 2/28/2025 1:48:04 PM

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Completed	Security Checked	2/28/2025 1:48:23 PM

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Murrieta:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cellis@murrietaca.gov

To advise Carahsoft OBO City of Murrieta of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cellis@murrietaca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from Carahsoft OBO City of Murrieta

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cellis@murrietaca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Murrieta

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to cellis@murrietaca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Murrieta as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Murrieta during the course of your relationship with Carahsoft OBO City of Murrieta.