

CDBG REVOCABLE GRANT AGREEMENT
St Paul's Social Services Facility

This CDBG Revocable Grant Agreement (the "Agreement") is dated March 1, 2018 and is among the County of Contra Costa, a political subdivision of the State of California (the "County"), Resources for Community Development, a California nonprofit public benefit corporation ("RCD") and St. Paul's Episcopal Church in Walnut Creek, California ("St. Paul's"); RCD and St. Paul's are collectively, the "Grantee."

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received funds from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended ("CDBG Funds"). The CDBG Funds must be used by the County in accordance with 24 C.F.R. Part 570.

C. St Paul's is the owner of that certain real property located at 1860 Trinity Avenue in the City of Walnut Creek, County of Contra Costa, State of California (the "Property"). Concurrently herewith SP Commons, L.P., a California limited partnership (the "Partnership") is entering into a ground lease agreement with St Paul's (the "Ground Lease"), pursuant to which the Partnership will acquire a leasehold interest in the Property from St. Paul's. The Partnership intends to demolish the existing improvements on the Property and construct a new building on the Property (the "New Building"). Within a portion of the New Building the Partnership intends to construct forty-five (45) multifamily housing units for rental to extremely low, very low and low income households, including one (1) manager's unit, and attendant site improvements.

D. Concurrently herewith RCD is entering into a master lease with the Partnership (the "Master Lease") to lease approximately 7,000 square feet of the ground floor of the New Building (the "Ground Floor Space"). Pursuant to the Master Lease, RCD is entering into a lease agreement with St. Paul's (the "Ground Floor Lease"), pursuant to which St. Paul's is leasing the Ground Floor Space, approximately 4,900 square feet of which will be used for CDBG-eligible uses (the "Premises"). Under the terms of the Ground Floor Lease, St. Paul's will cause the Premises to be built-out to create a social service facility that will house a homeless day shelter and service program and/or other CDBG-eligible uses (the "Center"). A diagram of the Center is attached to this Agreement as Exhibit A. Construction of the Center is the "Project."

E. Upon completion of the Project St. Paul's will enter into a sublease of the Premises (the "Sublease"). The subtenant under the Sublease (the "Service Provider") will operate the Center. St. Paul's anticipates that the initial Service Provider will be Trinity Center Walnut Creek, a California nonprofit public benefit corporation.

F. Grantee desires to obtain from the County One Million Dollars (\$1,000,000) of CDBG Funds (the "Grant").

G. Due to the assistance provided through the Grant, the County is requiring the Center to be operated in accordance with this Agreement for a period of five (5) years.

H. RCD and St. Paul's have agreed that RCD will perform the following role in connection with the Project: (i) enter into the construction contract with a general contractor for the Project and oversee the Project; (ii) act as fiscal agent for the receipt of the Grant from the County and disbursement of the Grant for approved costs; and (iii) transmit to the County all documentation required to be submitted by RCD to the County under this Agreement.

I. In accordance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"), the County has completed and approved all applicable environmental review for the activities proposed to be undertaken under this Agreement.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning set forth in Section 3.9.
- (b) "Agreement" means this CDBG Revocable Grant Agreement.
- (c) "Approved Development Budget" means the budget for the Project, including sources and uses of funds, as approved by the County, and attached hereto and incorporated herein as Exhibit B.
- (d) "Assistant Deputy Director" means the County's Assistant Deputy Director, Department of Conservation and Development, or his or her designee.
- (e) "Bid Package" means the package of documents RCD's general contractor is required to distribute to potential bidders as part of the process of selecting subcontractors for the Project. The Bid Package is to include the following: (i) an invitation to bid; (ii) copy of the proposed construction contract; (iii) a form of bid guarantee that is reasonably acceptable to the County that guarantees, at a minimum, an amount equal to five percent (5%) of the bid price; and (iv) all Construction Plans.
- (f) "CDBG" means the Community Development Block Grant Program, funded pursuant to Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.).
- (g) "CDBG Funds" has the meaning set forth in Paragraph B of the Recitals.
- (h) "Center" has the meaning set forth in Paragraph D of the Recitals.

- (i) "City" means the City of Walnut Creek, California, a municipal corporation.
- (j) "Commencement of Construction" has the meaning set forth in Section 3.5.
- (k) "Construction Plans" means all construction documentation upon which RCD and RCD's general contractor rely in constructing the Center and includes, but is not limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings").
- (l) "County" has the meaning set forth in the first paragraph of this Agreement.
- (m) "Event of Default" means a RCD Event of Default and/or a St. Paul's Event of Default.
- (n) "Grant" has the meaning set forth in Paragraph F of the Recitals.
- (o) "Grantee" has the meaning set forth in the first paragraph of this Agreement.
- (p) "Ground Floor Lease" has the meaning set forth in Paragraph D of the Recitals.
- (q) "Ground Floor Space" has the meaning set forth in Paragraph D of the Recitals.
- (r) "Ground Lease" has the meaning set forth in Paragraph C of the Recitals.
- (s) "HUD" has the meaning set forth in Paragraph B of the Recitals.
- (t) "Master Lease" has the meaning set forth in Paragraph D of the Recitals.
- (u) "NEPA" has the meaning set forth in Paragraph I of the Recitals.
- (v) "New Building" has the meaning set forth in Paragraph C of the Recitals.
- (w) "Partnership" has the meaning set forth in Paragraph C of the Recitals.
- (x) "Premises" has the meaning set forth in Paragraph D of the Recitals.
- (y) "Project" has the meaning set forth in Paragraph D of the Recitals.
- (z) "Property" has the meaning set forth in Paragraph C of the Recitals.
- (aa) "RCD" has the meaning set forth in the first paragraph of this Agreement.
- (bb) "RCD Event of Default" has the meaning set forth in Section 6.1(a).

(cc) "Retention Amount" means Fifty Thousand Dollars (\$50,000) of the Grant, the disbursement of which is described in Section 2.4.

(dd) "Service Provider" has the meaning set forth in Paragraph E of the Recitals.

(ee) "St. Paul's" has the meaning set forth in the first paragraph of this Agreement.

(ff) "St. Paul's Event of Default" has the meaning set forth in Section 6.1(b).

(gg) "Sublease" has the meaning set forth in Paragraph E of the Recitals.

(hh) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifth (5th) anniversary of the date of initial use of the Center for its intended purpose, provided that any interim period where the Center is not being operated for its intended purpose will extend the five (5) year term by that period.

(ii) "Transfer" has the meaning set forth in Section 4.9 below.

Section 1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Diagram of the Center
- Exhibit B: Approved Development Budget
- Exhibit C: NEPA Mitigation Requirements

ARTICLE 2 GRANT PROVISIONS

Section 2.1 Grant.

Upon satisfaction of the conditions set forth in Section 2.3 and Section 2.4 of this Agreement, the County shall disburse the Grant to RCD as the fiscal agent for St. Paul's, for the purposes set forth in Section 2.2 of this Agreement.

Section 2.2 Use of Grant Funds.

(a) Grantee shall use the Grant for the Project, consistent with the Approved Development Budget. Grantee may not use the Grant proceeds for any other purposes without the prior written consent of the County. The use of the CDBG Funds for the construction of the Center is considered an eligible activity under 24 C.F.R. 570.201(e) – public services. The Grantee is prohibited from using the Grant or personnel employed in the administration of the Project for: political activities; religious activities; to promote religious interests; for the benefit of a religious organization; lobbying; political patronage; or nepotism activities.

(b) St. Paul's shall ensure that the operation of the Center meets a national objective under 24 C.F.R. 570.208(a)(2) as a "limited clientele activity" which "benefits low and moderate income persons." To meet this national objective, the Center must serve a population, at least fifty-one percent (51%) of which, are low or moderate income persons. "Low or moderate income person" means a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD.

Section 2.3 Conditions Precedent to Disbursement of Grant Funds.

The disbursements made pursuant to this Section 2.3 may not exceed Nine Hundred Fifty Thousand Dollars (\$950,000). The County is not obligated to disburse any portion of the Grant, or to take any other action under this Agreement unless all of the following conditions have been and continue to be satisfied:

- (a) There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement;
- (b) St. Paul's and RCD have entered into the Ground Floor Lease;
- (c) St. Paul's and RCD have provided the County with copies of their respective organizational documents and a copy of their respective authorizing resolution, approving the transactions contemplated under this Agreement, and authorizing their respective execution of this Agreement;
- (d) There exists no material adverse change in the financial condition of St. Paul's and RCD from that shown by the financial statements and other data and information furnished by St. Paul's and RCD to the County prior to the date of this Agreement;
- (e) St. Paul's and RCD have furnished the County with evidence of the insurance coverage meeting the requirements of Section 4.10 below;
- (f) St. Paul's and RCD have executed and delivered to the County this Agreement and has caused all other documents, instruments, and policies required under this Agreement to be delivered to the County;
- (g) All environmental review necessary for the Project has been completed, and RCD has provided the County evidence of planned compliance with all NEPA requirements and mitigation measures applicable to construction, and evidence of compliance with all NEPA requirements and mitigation measures applicable to preconstruction;
- (h) Grantee has obtained all permits and approvals necessary for the Project;
- (i) The County has received and approved the Bid Package for the subcontractors for the Project pursuant to Section 3.2 below;
- (j) The County has received and approved the general contractor's construction contract that RCD has entered or proposes to enter for the Project pursuant to Section 3.3 below;

(k) The County has received and approved labor and material (payment) bonds and performance bonds as required pursuant to Section 3.4 below;

(l) RCD has provided the County a certification from the project architect or qualified accessibility specialist that the construction plans are in conformance with the Accessibility Requirements;

(m) The County has determined the undisbursed proceeds of the Grant, together with other funds or firm commitments for funds that Grantee has obtained in connection with the Project, are not less than the amount the County determines is necessary to pay for the Project and to satisfy all of the covenants contained in this Agreement; and

(n) The County has received a written draw request from RCD, including: (i) certification that the condition set forth in Section 2.3(a) continues to be satisfied; (ii) certification that the proposed uses of funds is consistent with the Approved Development Budget; (iii) the amount of funds needed; and, (iv) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any contractor in connection with the Project, the written request must be accompanied by: (1) certification by the Project architect reasonably acceptable to the County that the work for which disbursement is requested has been completed (although the County reserves the right to inspect the Premises and make an independent evaluation); and (2) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the County.

Section 2.4 Conditions Precedent to Disbursement of Retention.

The County is not obligated to disburse the Retention Amount unless the following conditions precedent are satisfied:

(a) The County has received from RCD copies of the certificate of occupancy or equivalent final permit sign-offs for the Center;

(b) The County has received from St. Paul's and RCD current evidence of the insurance coverage meeting the requirements of Section 4.10 below;

(c) The County has approved the Service Provider;

(d) The County has approved the Sublease and received from St. Paul's a copy of the Sublease;

(e) The County has received from RCD all relevant contract activity information, including compliance with Section 3 requirements and minority-owned (MBE) and women-owned (WBE) business requirements;

(f) If Grantee was required to comply with relocation the County has received from RCD evidence of compliance with all applicable relocation requirements;

(g) The County has received from St. Paul's contact information for the Service Provider;

(h) If Grantee is required to pay prevailing wages under the Davis-Bacon Act (40 U.S.C. 3141-3148), the County has received confirmation that RCD has submitted all certified payrolls to the County, and any identified payment issues have been resolved, or RCD is working diligently to resolve any such issues;

(i) The County has received from RCD evidence of compliance with all NEPA mitigation requirements as set forth in Exhibit C; and

(j) The County has received a written draw request from RCD, including certification that the condition set forth in Section 2.3(a) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Approved Development Budget, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. RCD shall apply the disbursement for the purpose(s) requested.

Section 2.5 Repayment Obligation.

Subject to Sections 6.1 and 6.2, no repayment of the Grant is required for the Term.

ARTICLE 3 CONSTRUCTION OF THE CENTER

Section 3.1 Permits and Approvals.

Grantee shall obtain all permits or permit ready letter and approvals necessary for the construction of the New Building no later than March 31, 2018, or such later date that the County approves in writing.

Section 3.2 Bid Package.

Not later than thirty (30) days prior to RCD's proposed date for advertising the Bid Package, RCD shall submit to the County a copy of the Project general contractor's proposed Bid Package. The County, shall approve or disapprove the Bid Package within fifteen (15) days after receipt of the Bid Package. If the County rejects the proposed Bid Package the reasons therefore must be given to RCD. RCD will then have fifteen (15) days to revise the proposed Bid Package and resubmit it to the County. The County will then have fifteen (15) days to review and approve RCD's new or corrected Bid Package. The provisions of this Section will continue to apply until a proposed Bid Package has been approved by the County. RCD may not publish a proposed Bid Package until it has been approved by the County.

Section 3.3 Construction Contract.

(a) Not later than fifteen (15) days prior to the proposed Commencement of Construction, RCD shall submit to the County for approval a draft of the proposed construction contract for the Center. All construction work and professional services are to be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that RCD enters for the Project is to provide that at least ten percent (10%) of the costs incurred will be payable only upon completion of the construction, subject to early release of retention for specified subcontractors upon approval by

the County. The construction contract will include all applicable CDBG requirements set forth in Section 4.5. The County's approval of the construction contract may not be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) Upon receipt by the County of the proposed construction contract, the County shall promptly review same and approve or disapprove it within ten (10) days. If the construction contract is not approved by the County, the County shall set forth in writing and notify RCD of the County's reasons for withholding such approval. RCD shall thereafter submit a revised construction contract for the County's approval, which approval is to be granted or denied in ten (10) days in accordance with the procedures set forth above. Any construction contract executed by RCD for the Center is to be in the form approved by the County.

Section 3.4 Construction Bonds.

Not later than thirty (30) days prior to the proposed Commencement of Construction RCD shall deliver to the County copies of labor and material bonds and performance bonds for the Project in an amount equal to one hundred percent (100%) of the scheduled cost of the Project. Such bonds must name the County as a co-obligee.

Section 3.5 Commencement of Construction.

Commencement of Construction of the Center will occur subsequent to commencement of construction of the New Building. RCD shall provide the County notice of Commencement of Construction. For the purposes of this Agreement, "Commencement of Construction" means the date set for the start of the Project in the notice to proceed issued by RCD to the general contractor.

Section 3.6 Completion of Construction.

(a) RCD shall diligently prosecute the Project to completion, and shall cause the Project to be completed no later than July 30, 2019 or such later date that the County approves in writing.

(b) RCD shall give notice to the County upon completion of the Project. Upon receipt of such notice the County will perform an inspection of the Premises to determine if the Center was constructed in accordance with this Agreement. If the County determines the Center was not constructed in accordance with the terms of this Agreement, the County will provide RCD with a written report of the deficiencies. RCD shall correct such deficiencies within the timeframe set forth in the notice provided to RCD by the County.

Section 3.7 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. RCD shall construct the Center in conformance with: (i) the plans and specifications approved by the Building Division of the City's Community and Economic Development Department; and (ii) the Approved Development Budget. RCD shall notify the County in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications

approved by the City. Written authorization from the County must be obtained before any of the following changes, additions, or deletions in work for the Project may be performed: (i) any change in the work the cost of which exceeds Twenty-Five Thousand Dollars (\$25,000); or (ii) any set of changes in the work the cost of which cumulatively exceeds Fifty Thousand Dollars (\$50,000) or ten percent (10%) of the Grant amount, whichever is less; or (iii) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Center as provided for in the plans and specifications approved by the City. The County's consent to any additions, changes, or deletions to the work does not relieve or release Grantee from any other obligations under this Agreement, or relieve or release Grantee or its surety from any surety bond.

(b) Compliance with Laws. RCD shall cause all work performed in connection with the Project to be performed in compliance with:

(i) all applicable laws, codes (including building codes and codes applicable to the mitigation of disasters such as earthquakes), ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter; and

(ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. RCD may permit the work to proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and RCD is responsible to the County for the procurement and maintenance thereof.

Section 3.8 Prevailing Wages.

(a) Davis Bacon. RCD shall cause the Project to be in compliance with the prevailing wage requirements of the federal Davis-Bacon Act (40 U.S.C. 3141-3148). RCD shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including RCD, its contractor and subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the Project or any other work undertaken or in connection with the Project. The requirements in this subsection survive the expiration of the Term.

(b) State Prevailing Wages.

(i) RCD shall:

(1) pay, and shall cause any consultants or contractors to pay, prevailing wages in the Project as those wages are determined pursuant to California Labor Code Section 1720 et seq.;

(2) cause any consultants or contractors to employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations

of the Department of Industrial Relations (the "DIR"), and to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., and implementing regulations of the DIR;

(3) keep and retain, and shall cause any consultants and contractors to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed are required by California Labor Code Section 1777.5 et seq.;

(4) post at the Premises, or shall cause the contractor to post at the Premises, the applicable prevailing rates of per diem wages. Copies of the currently applicable current per diem prevailing wages are available from DIR;

(5) cause contractors and subcontractors constructing the Center to be registered as set forth in California Labor Code Section 1725.5 and provide the County evidence of such registration including all registration numbers, and the names of all contractors and subcontractors;

(6) cause all contracts to include the requirements set forth in California Labor Code Section 1720 et seq. including a copy of the California Labor Code Section Sections listed in California Labor Code Section 1775(b)(1);

(7) cause its contractors and subcontractors, in all calls for bids, bidding materials and the construction contract documents for the Project to specify that:

(A) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the Project unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

(B) the Project is subject to compliance monitoring and enforcement by the DIR.

(8) provide the County all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of any contract (<https://www.dir.ca.gov/pwc100ext/>);

(9) cause its contractors to post job site notices, as prescribed by Title 8 California Code of Regulations 16451(d), or otherwise as required by the DIR; and

(10) cause its contractors to furnish payroll records required by California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(ii) RCD shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including RCD, its contractor and subcontractors) to pay prevailing wages as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to

California Labor Code Section 1777.5 et seq., to meet the conditions of California Labor Code Section 1771.4, and implementing regulations of the DIR, or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and 1771.4, and the implementing regulations of the DIR, in connection with the Project. The requirements in this Section survive the expiration of the Term.

Section 3.9 Accessibility Requirements for Construction.

RCD shall cause the Center to be constructed in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements"). RCD shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including RCD, its architect, contractor and subcontractors) to construct the Center in accordance with the Accessibility Requirements. The requirements in this Section survive the expiration of the Term.

Section 3.10 Equal Opportunity.

During the Project discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work is not allowed.

Section 3.11 Minority and Women-Owned Contractors.

RCD shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the Project. RCD shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the Project. A listing of minority owned and women owned businesses located in the County and neighboring counties is available from the County. Documentation of such notifications must be maintained by RCD and available to the County upon request.

Section 3.12 Progress Reports.

Until such time as St. Paul's has received a certificate of occupancy from the City for the Center, RCD shall provide the County with quarterly progress reports regarding the status of the Project, including a certification that the actual construction costs to date conform to the Approved Development Budget, as it may be amended from time to time pursuant to Section 3.15 below.

Section 3.13 Construction Responsibilities.

(a) RCD is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the Project takes place in accordance with this Agreement.

(b) RCD is solely responsible for all aspects of RCD's conduct in connection with the Project, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the County with reference to the Project is solely for the purpose of determining whether RCD is properly discharging its obligations to the County, and may not be relied upon by RCD or by any third parties as a warranty or representation by the County as to the quality of the design or construction of the Center.

Section 3.14 Inspections.

Grantee shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Premises by the County and by public authorities during reasonable business hours during the Term, for the purposes of determining compliance with this Agreement.

Section 3.15 Approved Development Budget; Revisions to Budget.

As of the date of this Agreement, the County has approved the Approved Development Budget set forth in Exhibit B. RCD shall submit any required amendments to the Approved Development Budget to the County for approval within five (5) days after the date RCD receives information indicating that actual costs of the Project vary or will vary from the costs shown on the Approved Development Budget. Written consent of the County will be required to amend the Approved Development Budget.

Section 3.16 NEPA Mitigation Requirements.

RCD shall comply with the NEPA mitigation requirements set forth in the attached Exhibit C in the Project.

ARTICLE 4 GRANT REQUIREMENTS

Section 4.1 Financial Accountings.

No later than sixty (60) days following completion of the Project, RCD shall provide to the County for review and approval, a financial accounting of all sources and uses of funds for the Project.

Section 4.2 Information.

St. Paul's and RCD shall provide any information reasonably requested by the County in connection with the Project and the Center, including (but not limited to) any information required by HUD in connection with the use of the Grant funds.

Section 4.3 Records.

(a) RCD Records. RCD shall keep and maintain at its principal place of business set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Project. RCD shall cause all books, records and accounts relating to compliance with the terms, provisions, covenants and conditions of this Agreement to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Agreement. RCD shall cause all books, records, and accounts of RCD to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. RCD shall cause copies of all tax returns and other reports that RCD may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of the Center are kept. RCD shall preserve such records for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Grant and the Project is pending at the end of the record retention period stated herein, then RCD shall retain the records until such action and all related issues are resolved. RCD shall cause the records to include all invoices, receipts, and other documents related to expenditures from the Grant funds. RCD shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 570.506. Such records are to include but are not limited to:

- (i) Records providing a full description of the construction activities undertaken with the use of the Grant funds;
- (ii) Financial records as required by 24 C.F.R. 570.502 and 2 C.F.R. Part 200;
- (iii) Records demonstrating compliance with MBE/WBE requirements;
- (iv) Records demonstrating compliance with 24 C.F.R. Part 135 which implements Section 3 of the Housing Development Act of 1968; and
- (v) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the Premises have received final payments.

(b) St. Paul's Records. St. Paul's shall keep and maintain at its principal place

of business set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Center and the operation of the Center by the Service Provider. St. Paul's shall cause all books, records and accounts relating to compliance with the terms, provisions, covenants and conditions of this Agreement to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Agreement. St. Paul's shall cause all books, records, and accounts of St. Paul's and the Service Provider to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. St. Paul's shall cause copies of all tax returns and other reports that St. Paul's and the Service Provider may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of the Center are kept. St. Paul's shall preserve such records for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the operation of the Center is pending at the end of the record retention period stated herein, then St. Paul's shall retain the records until such action and all related issues are resolved. St. Paul's shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 570.506. The County agrees that if the Service Provider is required to provide the County records substantially similar to those listed in this Section 4.3 such as in relation to Emergency Solutions Grant funds provided to the Service Provider by the County, that provision of such records to the County will suffice for compliance with the corresponding requirements of this Section. Such records are to include but are not limited to:

(i) Records providing a full description of the operating activities undertaken with the use of the Grant funds;

(ii) Records demonstrating the eligibility of activities under the CDBG regulations set forth in 24 C.F.R. 570 et seq., and that use of the CDBG Funds meets one of the national objectives of the CDBG program set forth in 24 C.F.R. Section 570.208;

(iii) Financial records as required by 24 C.F.R. 570.502 and 2 C.F.R. Part 200;

(iv) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the Premises have received final payments; and

(v) Records demonstrating compliance with labor requirements including certified payrolls from the Project general contractor evidencing that applicable prevailing wages have been paid.

(c) The County shall notify Grantee of any records deemed insufficient. Grantee has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Grantee must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Section 4.4 County Audits.

(a) During the Project RCD shall provide the County with a copy of RCD's, annual audit, which is to include information on the use of the Grant. During the operation of the Center, St. Paul's shall provide the County with a copy of the Service Provider's annual audit, which is to include information on the Service Provider's activities pertaining to the Center. RCD shall, and St. Paul's shall cause the Service Provider to, follow the applicable audit requirements of 2 C.F.R. Part 200.

(b) In addition, the County may, at any time, audit all of RCD's, St. Paul's' and the Service Provider's books, records, and accounts pertaining to the Project and the operation of the Center as applicable. Any such audit is to be conducted during normal business hours at the principal place of business of Grantee and wherever records are kept. Immediately after the completion of an audit, the County shall deliver a copy of the results of the audit to Grantee.

Section 4.5 CDBG Requirements.

(a) RCD shall comply with all applicable laws and regulations governing the use of the CDBG Funds as set forth in 24 C.F.R. Part 570 in the Project. St. Paul's shall comply, and shall cause the Service Provider to comply with all applicable laws and regulations governing the use of the CDBG Funds as set forth in 24 C.F.R. Part 570 in the operation of the Center.

(b) The laws and regulations governing the use of the Grant funds and operation of the Center include (but are not limited to) the following:

(i) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5;

(vi) Applicability of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The applicable policies, guidelines, and requirements of 2 C.F.R. Part 200;

(vii) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24;

(viii) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Construction Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608;

(ix) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35;

(x) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 570.606; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq. If and to the extent that development of the Center results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Grantee shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. Grantee shall prepare and submit a relocation plan to the County for approval. Grantee is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. Grantee shall indemnify, defend (with counsel reasonably chosen by the County), and hold harmless the County against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Center;

(xi) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Construction Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto;

(xii) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time;

(xiii) Uniform Administrative Requirements. The provisions of 24 C.F.R. 570.502 regarding cost and auditing requirements;

(xiv) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the Project. RCD agrees to include the following language in all subcontracts executed under this Agreement:

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended,

12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(5) The contractor will certify that any vacant employment positions, including training positions, that are filled (A) after the contractor is selected but before the contract is executed, and (B) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(xv) Labor Standards. The labor requirements set forth in 24 C.F.R. Section 570.603; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended;

(xvi) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24;

(xvii) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87;

(xviii) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Grantee shall immediately notify the County. Grantee shall not alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist;

(xix) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the "Flood Act"). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Property is located in an area identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 *et seq.*, the property owner and its successors or assigns must obtain and maintain, during the ownership of the Property, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(s) of the Flood Act. Such provisions are required notwithstanding the fact that the construction on the Property is not itself funded with assistance provided under this Agreement;

(xx) Religious Organizations. If the Grantee is a religious organization, as defined by the CDBG requirements, the Grantee shall comply with all conditions prescribed by HUD for the use of CDBG Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 570.200(j), and CPD Notice 04-10;

(xxi) Violence Against Women. The requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs;

(xxii) Conflict of Interest. The conflict of interest provisions set forth in 24 C.F.R. 570.611; and

(xxiii) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Grant funds.

Section 4.6 Maintenance.

During the course of operation of the Center, St. Paul's shall and shall cause the Service Provider to maintain the Center in good repair and in a neat, clean and orderly condition.

Section 4.7 Operation of Center.

(a) St. Paul's shall and shall cause the Service Provider to operate the Center at all times during the Term in accordance with (i) all applicable laws, codes, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, and (ii) HUD's requirements for use of CDBG Funds. St. Paul's shall ensure that the Service Provider uses the Center only for CDBG eligible uses during the Term. St. Paul's shall cause the Sublease to include a requirement that the Center be operated in accordance with this Section 4.7 and that the Service Provider provide St. Paul's with the information pertaining to the Service Provider required by the County in this Agreement.

(b) St. Paul's shall cause the Center to be operated at all times during the Term in compliance with the Accessibility Requirements. St. Paul's shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including St. Paul's and the Service Provider) to operate the Center in accordance with the Accessibility Requirements. The indemnification requirement in this Section survives the expiration of the Term.

Section 4.8 Nondiscrimination.

St. Paul's covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Center, nor may St. Paul's or any person claiming under or through St. Paul's establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number,

use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Center. The foregoing covenant will run with the land. St. Paul's shall cause the Sublease to include a requirement that the Service Provider operate the Center in accordance with this Section 4.8.

Section 4.9 Transfer.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under this Agreement; and/or (ii) any interest in the Center, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest (other than the Sublease), a security interest, or an interest evidenced by a land contract by which possession of the Center is transferred and St. Paul's retains title.

(b) No Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Grant will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) In the event the Sublease is terminated, St. Paul's shall diligently seek a replacement Service Provider. During the time that St. Paul's is seeking a replacement Service Provider the obligation to operate the Center is suspended. The selection of a new Service Provider is subject to the consent of the County. If within one hundred twenty (120) days of termination of the Sublease St. Paul's fails to enter into a sublease with a replacement Service Provider or fails to operate the Center itself, St. Paul's will be in default under this Agreement and the County may exercise its rights and remedies under this Agreement.

Section 4.10 Insurance Requirements.

(a) St. Paul's and RCD as applicable shall maintain the following insurance coverage throughout the Term of the Grant:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(iii) Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Builders' Risk insurance during the course of construction, and upon completion of construction, property insurance covering the Center, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County,

naming the County as a Loss Payee, as its interests may appear. Flood insurance must be obtained if required by applicable federal regulations.

(v) Commercial crime insurance covering all officers and employees, for loss of Grant proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(b) St. Paul's and RCD shall cause any general contractor, agent, or subcontractor working on the Center under direct contract with St. Paul's or RCD, or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and (iii) above, except that the limit of liability for commercial general liability insurance for subcontractors must be One Million Dollars (\$1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(c) The required insurance must be provided under an occurrence form, and St. Paul's and RCD shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(d) Commercial General Liability, Automobile Liability and Property insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees and members of the County Board of Supervisors.

(e) All policies and bonds are to contain: (i) the agreement of the insurer to give the County at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Grantee shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

Section 4.11 Covenants Regarding Center.

(a) RCD shall promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by RCD under the Ground Floor Lease. RCD shall preserve at all times the full term and enforceability of the Ground Floor Lease, and not release, forego, alter, amend, cancel, surrender, or materially modify its rights under the Ground Floor Lease, or exercise any rights it may have to voluntarily terminate the Ground Floor Lease, or permit any termination material modification or surrender of the Ground Floor Lease without the County's prior written consent.

(b) St. Paul's shall promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by St. Paul's under the Ground Floor Lease and the Sublease, and to do all things necessary to preserve and to keep unimpaired its rights under the Ground Floor Lease and Sublease.

(c) St. Paul's shall preserve at all times the full term and enforceability of the Ground Floor Lease and the Sublease, and not release, forego, alter, amend, cancel, surrender, or materially modify its rights under the Ground Floor Lease or the Sublease, or exercise any rights it may have to voluntarily terminate the Ground Floor Lease or the Sublease, or permit any termination material modification or surrender of the Ground Floor Lease or the Sublease without the County's prior written consent.

(d) St. Paul's shall cause the Service Provider to perform and observe all of the terms, covenants and conditions required to be performed and observed by the Service Provider under the Sublease.

(e) St. Paul's shall promptly notify the County in writing of the existence of any default under the Ground Floor Lease or the Sublease, and provide the County copies of any notice of default.

(f) St. Paul's may not amend, modify, supplement, cancel or terminate the Ground Floor Lease or the Sublease without the prior written consent of the County. St. Paul's shall provide the County copies of all amendments, modifications, and supplements to the Ground Floor Lease or the Sublease.

(g) Neither RCD nor St. Paul's may encumber the Ground Floor Lease with any liens without the prior written consent of the County.

Section 4.12 Anti-Lobbying Certification.

(a) St. Paul's and RCD certify, to the best of their respective knowledge or belief, that:

(i) 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;

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars

(\$100,000) for such failure.

ARTICLE 5 REPRESENTATIONS AND
WARRANTIES OF GRANTEE

Section 5.1 Representations and Warranties.

St. Paul's and RCD each hereby represent and warrant to the County as follows and acknowledge, understand, and agree that the representations and warranties set forth in this Article 5 are deemed to be continuing during all times when any portion of the Grant remains outstanding:

(a) Organization. Grantee is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of Grantee. Grantee has full power and authority to execute and deliver this Agreement and to make and accept the Grant contemplated hereunder, to execute and deliver this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Grantee, and all actions required under Grantee's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and all other documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Grantee enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will: (i) conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Grantee, or conflict with any provision of the organizational documents of Grantee, or conflict with any agreement to which Grantee is a party; or (ii) result in the creation or imposition of any lien upon any assets or property of Grantee, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The Project will

comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Grantee is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Grantee, threatened against or affecting Grantee or the Project, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Grantee, materially affect Grantee's ability to perform under this Agreement.

(h) Financial Statements. The financial statements of Grantee and other financial data and information furnished by Grantee to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Grantee from that shown by such financial statements and other data and information.

(i) Sufficient Funds. Grantee holds sufficient funds and/or binding commitments for sufficient funds to complete the Project in accordance with the terms of this Agreement.

ARTICLE 6 DEFAULT AND REMEDIES

Section 6.1 Events of Default.

(a) RCD Event of Default. Any one or more of the following constitutes a "RCD Event of Default" by RCD under this Agreement:

(i) Failure to Construct. If RCD fails to obtain permits, or to commence and prosecute the Project to completion, within the times set forth in Article 3 above.

(ii) Default under Leases. If there is a default by RCD under the Ground Floor Lease.

(iii) Breach of Covenants. If RCD fails to duly perform, comply with, or observe any other condition, term, or covenant contained in this Agreement that is an obligation of RCD (other than as set forth in Subsection (i) and (ii) and RCD fails to cure such default within thirty (30) days after receipt of written notice thereof from the County to RCD.

(b) St. Paul's Event of Default. Any one or more of the following constitutes a "St. Paul's Event of Default" by St. Paul's under this Agreement:

(i) Default under Leases. If there is a default by St. Paul's under the Ground Floor Lease or the Sublease.

(ii) Failure to Operate Center. If, within the time set forth in Section 4.9(c), St. Paul's fails to enter into a sublease with a replacement Service Provider or fails to

operate the Center itself.

(iii) Breach of Covenants. If St. Paul's fails to duly perform, comply with, or observe any other condition, term, or covenant contained in this Agreement that is an obligation of St. Paul's (other than as set forth in Subsection (i) and (ii) and St. Paul's fails to cure such default within thirty (30) days after receipt of written notice thereof from the County to St. Paul's.

Section 6.2 Remedies.

Upon the occurrence of a RCD Event of Default or a St. Paul's Event of Default as applicable, and until such Event of Default is cured or waived, the County is relieved of any obligation to disburse any portion of the Grant. In addition, upon the occurrence of a RCD Event of Default or a St. Paul's Event of Default as applicable, and following the expiration of all applicable notice and cure periods the County may proceed with any and all remedies available to it under law, and this Agreement. Such remedies include but are not limited to the following:

(a) Upon a RCD Event of Default.

(i) Repayment of Grant. The County may demand that RCD immediately repay the Grant to the County. RCD is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Grant.

(ii) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require RCD to perform its obligations and covenants under this Agreement or to enjoin acts on things that may be unlawful or in violation of the provisions of this Agreement.

(b) Upon a St. Paul's Event of Default.

(i) Repayment of Grant. The County may demand that St. Paul's immediately repay the Grant to the County. St. Paul's is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Grant.

(ii) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require St. Paul's to perform its obligations and covenants under this Agreement or to enjoin acts on things that may be unlawful or in violation of the provisions of this Agreement.

Section 6.3 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Grantee and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise

by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Grantee or its agents, employees or contractors, and Grantee will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Grantee has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction and operation of the Center, Grantee is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Grantee is solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Grantee may have employed or with whom Grantee may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the construction or operation of the Center, and Grantee shall include similar requirements in any contracts entered into for the construction or operation of the Center.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the parties. The County Director, Department of Conservation and Development is authorized to execute on behalf of the County amendments to this Agreement as long as any discretionary change in the amount or terms of this Agreement is approved by the County's Board of Supervisors.

Section 7.4 Indemnification.

Grantee shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the development, construction, marketing and operation of the Center, except to the extent such claim arises from the gross negligence or willful

misconduct of the County, its agents, and its employees. The provisions of this Section will survive the expiration of the Term.

Section 7.5 Non-Liability of County Officials, Employees and Agents.

No member, official, employee or agent of the County is personally liable to Grantee in the event of any default or breach of this Agreement by the County or for any amount that may become due from the County pursuant to this Agreement.

Section 7.6 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 7.7 Discretion Retained By County.

The County's execution of this Agreement in no way limits any discretion the County may have in the permit and approval process related to the Project.

Section 7.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have immediate family or business ties, during, or at any time after, such person's tenure. Grantee shall exercise due diligence to ensure that the prohibition in this Section 7.8(a) is followed.

(b) The conflict of interest provisions of Section 7.8(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the County.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Grantee, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Grantee. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

Section 7.9 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by

express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Assistant Deputy Director

St. Paul's: St. Paul's Episcopal Church in Walnut Creek, California
1924 Trinity Avenue
Walnut Creek, CA 94596
Attention: Parish Administrator

RCD: Resources for Community Development
2220 Oxford Street
Berkeley, CA 94720
Attention: Executive Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 7.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party during the construction or operation of the Center will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other party within ten (10) days after receipt of the notice. In no event will the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 7.15 County Approval.

The County has authorized the County Director, Department of Conservation and Development to execute this Agreement and to execute estoppel certificates concerning the status of the Grant and the existence of Grantee defaults under this Agreement. Where in this Agreement, information or documents are required to be provided to the County, and such information or documents are subject to the review, approval, or consent of the County, Grantee shall provide such information or documents to the Assistant Deputy Director, and the Assistant Deputy Director shall provide the review, approval, or consent required by the County under this Agreement.

Section 7.16 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Grantee may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 7.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Entire Understanding of the Parties.

This Agreement constitutes the entire agreement of the parties with respect to the Grant.

Section 7.19 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

The parties are executing this Agreement as of the date first written above.

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: _____

John Kopchik
Director, Department of Conservation and
Development

APPROVED AS TO FORM:

SHARON L. ANDERSON
County Counsel

By: _____

Kathleen Andrus
Deputy County Counsel

ST. PAUL'S:

ST. PAUL'S EPISCOPAL CHURCH IN WALNUT
CREEK, CALIFORNIA

By: _____

RCD:

RESOURCES FOR COMMUNITY DEVELOPMENT, a
California nonprofit public benefit corporation

By: _____

Daniel Sawislak, Executive Director

EXHIBIT A

DIAGRAM OF THE CENTER

EXHIBIT B

APPROVED DEVELOPMENT BUDGET

EXHIBIT C

NEPA MITIGATION REQUIREMENTS

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EXHIBIT C	NEPA Mitigation Requirements

CDBG REVOCABLE GRANT AGREEMENT

Among

COUNTY OF CONTRA COSTA

And

ST. PAUL'S EPISCOPAL CHURCH IN WALNUT CREEK, CALIFORNIA

And

RESOURCES FOR COMMUNITY DEVELOPMENT

St Paul's Social Services Facility

dated March 1, 2018