

REVOCABLE GRANT AGREEMENT

Between

San Bernardino County

and

Water of Life Community Church

dated as of February 6, 2024

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REVOCABLE GRANT AGREEMENT

This Revocable Grant Agreement (the “**Agreement**”) is entered into as of February 6, 2024 (the “**Effective Date**”), by and between San Bernardino County, a political subdivision of the State of California (the “**County**”), and Water of Life Community Church, a California nonprofit religious corporation (the “**Grantee**”), with reference to the following facts:

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the County and Grantee.

A. These Recitals refer to and utilize certain capitalized terms which are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.

B. The Grantee is the owner of specified real property located on Arrow Avenue, between Tokay Avenue and Citrus Avenue, Fontana, San Bernardino County (the “**Property**”), as more fully described in the attached Exhibit A, incorporated herein by this reference.

C. The Grantee is developing a mix-use development to provide housing and comprehensive wrap around services to residents of San Bernardino County who are experiencing homelessness, which includes, offices, office storage space, food pantry, classrooms, restrooms, small kitchen, counseling rooms, and a multi-purpose room the (“**Project**”).

D. The aggregate costs associated with fully developing the Project are presently estimated to be approximately Thirty Million and 00/100 Dollars (\$30,000,000.00), however it is anticipated that the final costs may exceed this amount.

E. Grantee is a non-profit organization, and is developing, owning, and operating the Project on a not-for-profit basis.

F. As of the Effective Date it is estimated the development of the Project will take approximately thirty-six (36) to forty-eight (48) months, during which time Grantee intends to construct, among other things, the Temporary Housing Improvements (defined below) and the Permanent Shelter Improvements (defined below).

G. The County Grant (defined below) will enable Grantee to develop the Housing Improvements (defined below), accelerating the delivery of said Housing Improvements by up to five (5) years ahead of schedule. Specifically, the Temporary Housing Improvements will be available for use relatively early in the development of the Project.

H. The Project that Grantee is developing is creating the necessary facilities to house both the homeless and the ancillary services required to support the provision of services to the homeless (and those at risk of homelessness), including but not limited to case management, counseling, job training, financial literacy education, and food insecurity.

I. The Grantee has already expended more than One Million and 00/100 Dollars (\$1,000,000.00) related to the Pre-Development Requirements (defined below).

J. The Project includes an affordable housing component that is comprised of: (a) the planning, development and construction costs of installing twenty (20) trailers to be used for Temporary or Emergency Shelter to be made available to Eligible Participants (“**Temporary Housing Improvements**”); (b) the planning, development, and construction costs of developing a mix-use building that includes thirty (30) units of housing to be used for Temporary or Emergency Shelter to be made available to Eligible Participants including improvements to provide ancillary services and assistance to homeless adults and children (the “**Permanent Shelter Improvements**”); and (c) the Site Improvements (as defined below). Collectively the foregoing constitutes the “**Housing Improvements**”.

K. Grantee wishes to accept from the County and the County wishes to extend to Grantee a grant of Five Million Dollars (\$5,000,000) (the “**County Grant**”) to fund the Pre-Development Requirements and Housing Improvements. The County Grant will be evidenced by this Agreement and will be subject to the terms and conditions set forth in this Agreement. No portion of the County Grant may be used for costs not associated with the Pre-Development Requirements or Housing Improvements.

L. Pursuant to the California Environmental Quality Act (CEQA) and its implementing guidelines, the City of Fontana Planning Commission found that CEQA imposes no conditions on the development of this Project, because the Project is exempt from CEQA requirements under class 32 categorical exemption for infill development. In the consideration and approval by the County, no additional review is required under 14 California Code of Regulations Section 15162 and Public Resources Code Section 21166.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

- (a) “**Agreement**” means this Revocable Grant Agreement.
- (b) “**At Risk of Homelessness Household**” means a household that is at risk of homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulation.
- (c) “**City**” means the City of Fontana, a municipal corporation.
- (d) “**Completion of Construction**” means the date the construction of the Temporary Housing Improvements or the Permanent Shelter Improvements, respectively is completed as evidenced by the issuance of a certificate of occupancy or equivalent document issued by the City, to certify completion of the construction of the Temporary Housing Improvements or the Permanent Shelter Improvements, respectively.
- (e) “**County**” means San Bernardino County, a political subdivision of the State of California.
- (f) “**County Board of Supervisors**” means the Board of Supervisors of the County.
- (g) “**County Executive Officer**” means the County's Chief Executive Officer.
- (h) “**County Grant**” means the grant, made from the County to the Grantee pursuant to the terms of this Agreement, in an amount of Five Million Dollars (\$5,000,000).
- (i) “**Default**” shall have the meaning set forth in Section 6.1 below.
- (j) “**Eligible Participants**” means either At Risk of Homelessness Households or Homeless Households referred by the County's Office of Homeless Services (OHS) or the City of Fontana’s Homeless Service Providers (CityLink Pathway to Housing, HOST, MET), through the Coordinated Entry System (CES) to Grantee. All those participating with CES will need to apply to participate in the Homeless Management Information System (HMIS).
- (k) “**Financing Budget**” means the financing plan approved by the County as of the date of this Agreement, attached to this Agreement as Exhibit B, incorporated herein by this reference.
- (l) “**Grantee**” has the meaning set forth in the opening paragraph of this Agreement.

(m) **“Homeless Household”** means housing for individuals and families who are experiencing homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulation.

(n) **“Housing Deadline”** shall mean, respectively, (i) failure to have Completion of Construction of the Temporary Housing Improvements by January 1, 2025, and (ii) failure to have Completion of Construction of the Permanent Shelter Improvements by January 1, 2028.

(o) **“Parties”** means the County and Grantee.

(p) **“Person”** means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

(q) **“Pre-Development Requirements”** means all planning, design, engineering, development impact fees, utility connection fees, land use entitlements, approvals, and other studies, related work, or activities required to secure entitlement for development of the Property for the purposes set forth in the Recitals.

(r) **“Regulatory Agreement”** means the Regulatory Agreement and Declaration of Restrictive Covenants that will be recorded against the Grantee's fee interest in the Property and will restrict the occupancy of the Housing Improvements to Eligible Participants. The form of Regulatory Agreement is attached hereto as Exhibit E, incorporated herein by this reference.

(s) **“Revocable Grant Deed of Trust”** means that certain Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing, of even date herewith, among Grantee, as Trustor, Commonwealth Land Title Insurance Company, as trustee, and the County, as beneficiary, that will encumber the Property to secure performance of the covenants of the Revocable Grant Documents. The form of the Deed of Trust is attached hereto as Exhibit D, incorporated herein by this reference.

(t) **“Revocable Grant Documents”** means this Agreement, the Regulatory Agreement, the Revocable Grant Deed of Trust, and any other document or agreement evidencing the County Grant.

(u) **“Site Improvements”** means infrastructural and related improvements that are necessary and required to facilitate the development of the Housing Improvements. Such improvements include, by way of example, but without limitation: (i) rough grading, (ii) sewerage infrastructure, (iii) water infrastructure, including fire suppression, (iv) drainage, storm drain improvement, and WQMP improvements, (v) parking lot paving / lighting, (vi) offsite improvements required by the City, (vii) dry utility improvements (electric, cable, telephone), and (viii) landscape improvements.

(v) **“Scope of Work”** means the work to be performed by the Grantee associated with the reimbursement from the County Grant for the completion of Pre-Development

requirements and the development of the Housing Improvements attached hereto as Exhibit C, incorporated herein by this reference.

(w) “**Temporary or Emergency Shelter**” means housing with minimal supportive services for Homeless Households or At Risk of Homeless Households that is limited to occupancy of six months or less, consistent with Government Code Section 65582(d) and Health and Safety Code Section 50801(e) or buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another Eligible Participant at a predetermined future point in time that shall be no less than six months from the beginning of the assistance consistent with Government Code Section 65882(j).

(x) “**Term**” means the term of this Agreement which commences as of Effective Date and continues for fifteen (15) years from the date of completion of the Temporary Shelter Improvements, unless earlier terminated pursuant to the terms of this Agreement.

Section 1.2 Exhibits.

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

- Exhibit A: Legal Description
- Exhibit B: Financing Budget
- Exhibit C: Scope of Work
- Exhibit D: Revocable Grant Deed of Trust
- Exhibit E: Regulatory Agreement
- Exhibit F: Campaign Contribution Disclosure

ARTICLE 2. GRANT PROVISIONS

Section 2.1 Grant.

Upon satisfaction of the conditions set forth in Section 2.6 of this Agreement, the County shall grant to the Grantee the County Grant in the principal amount of Five Million Dollars (\$5,000,000) for the purposes set forth in Section 2.5 of this Agreement.

Section 2.2 Security.

(a) Grantee shall secure its obligation to repay the County Grant in the event of Default by executing the Revocable Grant Deed of Trust (“Deed of Trust”) and recording it as a lien against the Property, in a lien position approved by the County. It is specifically acknowledged and agreed that Grantee may seek financing from a Bona Fide Lender (as hereinafter defined). In connection therewith, for so long as an outstanding obligation is owed to a Bona Fide Lender, then said Bona Fide Lender shall be permitted to hold a senior lien position, and the County agrees to execute such documentation as may be reasonably necessary to subordinate the County’s Deed of Trust to the interest of said Bona Fide Lender. As used herein, a “**Bona Fide Lender**” means any Person with whom Grantee negotiates, on an arm’s length basis, a financing, where the purpose of

said financing is the continued development of the Project, including refinancing any temporary construction loans, provided however that so long as this Deed of Trust is in place, Grantee will not derive net-cash from a cash-out refinance in excess of the Refinance Cap.

(b) Notwithstanding anything in this Agreement or the Deed of Trust to the contrary, for so long as an outstanding obligation is owed to a Bona Fide Lender, then the County's sole remedy under this Agreement and the Deed of Trust shall be to seek specific performance to enforce Grantee's non-financial obligations hereunder.

(c) Upon the expiration or earlier termination of this Agreement, the County covenants to take all necessary action to remove the Deed of Trust from title, including, without limitation, recording a reconveyance, release, and/or termination (as applicable) of this the Deed of Trust with the county recorder of San Bernadino County.

Section 2.3 Forgiveness of County Grant.

(a) Provided that no Default exists, the County Grant shall be forgiven in 1/15th increments each year that the Grantee provides the Housing Improvements consistent with the terms of the Regulatory Agreement without further action of the parties.

(b) Upon the written request of Grantee, in connection with the forgiveness of the County Grant set forth above, or at such other times as may be requested by Grantee, the County shall deliver a written notice to Grantee evidencing the outstanding balance of the County Grant, and amounts previously forgiven by the County. Notwithstanding anything to the contrary, the forgiveness of the County Grant pursuant to the terms of this Section shall have no effect on the Regulatory Agreement which shall remain in full force and effect for the term specified therein.

(c) For the avoidance of doubt, Grantee shall be entitled, at any time, to repay the entire amount of the County Grant then outstanding, with interest calculated from the Effective Date of this Agreement at the lesser of ten percent (10%) per annum or commercially available rates, whereupon this Agreement shall terminate except for those provisions that specifically survive the termination or expiration of this Agreement.

Section 2.4 Revocation of Grant and Conversion of Grant to Loan.

The County Grant shall, upon the election of the County, be converted into a County Loan (as hereinafter defined) upon the earlier to occur of: (i) a Default by Grantee beyond applicable notice and cure periods, or (ii) Grantee's failure to meet an applicable Housing Deadline. As used herein the term "**County Loan**" shall mean a loan, with the County as the 'Lender' and Grantee as the 'Borrower' in an amount equal to the then outstanding balance of the County Grant, less any amounts that have been forgiven pursuant to Section 2.3, payable in equal monthly installments amortized over five (5) years after conversion of County Loan, at an interest rate equal to the lesser of (a) ten percent (10%) per annum, or (b) commercially available rates, with no prepayment penalty. Upon the full repayment of the County Loan, including all accrued interest, this Agreement shall be of no further force or effect except with respect to the indemnification obligations of Grantee. The County and Grantee shall take such steps and execute such documents as may be reasonably necessary to give effect to the County Loan (if any). Notwithstanding the foregoing to the contrary, Grantor's obligations as 'Borrower' under the County Loan shall be

subject to the same non-recourse provisions set forth in Section 2.7. Notwithstanding anything to the contrary in this Agreement, Grantee shall be entitled, at any time, to engage in a refinancing of the County Loan, and in connection therewith may pay-off the County Loan in full without prepayment penalty.

Section 2.5 Allocation of Grant Funds.

(a) The County Grant shall be allocated and released in accordance with the Milestones (defined below) set forth in the Scope of Work (such schedule of Milestones being the “**Allocation Schedule**”). Grantee covenants that, without the prior written consent of the County, the County Grant funds shall only be used for the Pre-Development Requirements and the Housing Improvements.

(b) Grantee agrees that County Grant funds shall not be utilized for the construction of the Support Service Building (as defined in the Regulatory Agreement). In connection therewith, Grantee has proportionally allocated the costs associated with the Pre-Development Requirements and Housing Improvements, such that those expenses that are proportionally associated with the Support Services Building are clearly delineated and excluded from the allocation of County Grant funds. More specifically, Grantee has determined that approximately twenty-five percent (25%) of Site Development expenses relate to the Support Services Building and seventy-five percent (75%) relate to the Housing Improvements. (See Allocation Schedule for more information). Grantee shall use the County Grant funds solely for the purpose of funding the Pre-Development Requirements and the Housing Improvements, in accordance with the Scope of Work consistent with the Financing Budget.

(c) Grantee shall not use the Grant Funds for any other purpose without the prior written consent of the County.

(d) None of the County Grant funds may be used for costs associated with activities in violation of any law or for any activities not consistent with this Agreement. The Grantee’s failure to comply with the requirements of this Section 2.5 shall constitute a Default under Section 6.1.

(e) Grantee shall not use the County Grant funds to supplant funds provided by the County to the Grantee under any other memorandum of understanding or agreement. The Grantee shall include a term in every subaward and contract that prohibits the subrecipient or contractor from using the County Grant funds to supplant funding provided by the County directly or indirectly to the subrecipient or contractor.

Section 2.6 Conditions Precedent to Disbursement.

(a) The County Grant funds shall be used solely for the Pre-Development Requirements and the Housing Improvements. Subject to the satisfaction of the conditions set forth in this Section, the County Grant funds shall be released to Grantee upon the completion of the milestones set forth in the Scope of Work identified in the attached Exhibit C in the amounts and increments as set forth therein (the “**Milestones**”).

(b) The disbursements made pursuant to this Section may not exceed the amount of the County Grant and shall only be requested at such time they are needed by the Grantee to pay eligible costs. The County shall disburse the various components of the County Grant in accordance with the Milestones, subject only to the conditions precedent set forth herein. The County shall not be obligated to make any disbursements of the County Grant funds or take any other action under the Agreement unless the following conditions precedent are satisfied prior to each such disbursement of the County Grant:

(1) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement;

(2) The Grantee shall provide the County with a certified copy of the Grantee's organizational documents and an authorizing resolution authorizing execution this Agreement and the transactions contemplated by this Agreement, and any agreements required pursuant to this Agreement;

(3) Grantee has executed and delivered to County all Revocable Grant Documents, and any other documents, instruments, and policies required under this Agreement;

(4) Grantee has furnished the County with evidence of the insurance coverage meeting the requirements under this Agreement;

(5) The Deed of Trust and the Regulatory Agreement have been recorded against the Grantee's interest in the Property;

(6) A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing an LP-10 2006 ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the County Grant, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. The Grantee shall provide whatever documentation (including an indemnification agreement), deposits or surety that is reasonably required by the title company in order for the Deed of Trust to be senior in lien priority to any mechanics liens in connection with any early start of construction that has occurred prior to the recordation of the Deed of Trust against the Property in the Office of the Recorder of the San Bernardino County; and

(7) The Grantee submits a written draw request to the County for the disbursement of the County Grant funds. The written draw request shall include certification that the conditions set forth in this Section continue to be satisfied, and setting forth the proposed uses of funds consistent with the approved Financing Budget for the Pre-Development Requirements and Housing Improvements and evidence the applicable Milestone has been met, the amount of funds needed, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred.

(c) The Grantee agrees and acknowledges that the County is making the County Grant to allow for the construction of the Housing Improvements to sustain operations in conformance with the Regulatory Agreement for the entire Term. The Grantee further agrees and acknowledges that the Grantee shall only be permitted to engage in cash-out refinance where the

primary purpose is either (i) generating cash for the continued development of the Project and/or Property, (ii) generating cash for Grantee's other charitable endeavors and/or related work, or (iii) a combination of the foregoing purposes. In all circumstances, Grantee's right to derive cash from a cash-out refinance for a purpose other than continued development of the Project and/or Property shall be limited deriving an amount of cash that is no more than fifteen percent (15%) of the fair market value of the Property at the time of the refinance (the "**Refinance Cap**"). For the avoidance of doubt, there is no cap on the amount of cash that Grantee may derive from a cash-out refinance for the purpose of continue to develop the Project and/or Property.

Section 2.7 Non-Recourse.

Neither Grantee, nor Grantee's governing board members, supervisors, directors, officers, employees, agents, or successors and assigns shall have any direct or indirect personal liability for (a) payment of the principal of, and interest on, the County Grant, or (b) otherwise arising out of or relating to this Agreement.

ARTICLE 3. CONSTRUCTION OF IMPROVEMENTS

Section 3.1 Permits and Approvals.

(a) Grantee shall diligently pursue all permits and approvals necessary for completion of the Temporary Housing Improvements.

(b) Grantee shall diligently pursue all permits and approvals necessary for completion of the Permanent Shelter Improvements.

Section 3.2 Construction Pursuant to Plans and Laws; Prevailing Wages; Accessibility.

(a) Changes. Grantee shall construct the Housing Improvements in accordance with the terms and conditions of the land use permits and approvals and building permits, including any variances granted. Grantee shall have sole authority and control over the performance of the work required under this Agreement, and the County's consent shall not be required if Grantee determines that a change to the Scope of Work is necessary; *provided however*, Grantee shall inform the County of such changes, and shall deliver copies of any revised Scope of Work generated as a result. Notwithstanding the foregoing to the contrary, to the extent Grantee seeks to reallocate County Grant funds for a component of the Housing Improvements other than as designated in this Agreement, then the County Executive Officer's consent, as set forth in Section 7.15 is required.

(b) Compliance with Laws. The Grantee shall cause all work performed in connection with this Agreement to be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter including without limitation and to the extent applicable, 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. The work will proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Grantee

shall be responsible to the agency for the procurement and maintenance thereof, as may be required of Grantee and all entities engaged in work on the Housing Improvements.

(c) Prevailing Wages. Grantee asserts that the Project consists of new construction, expansion, or rehabilitation work associated with a facility developed by a nonprofit organization to be operated on a not-for-profit basis to provide emergency or transitional shelter and ancillary services and assistance to homeless adults and children, consistent with Labor Code Section 1720(c)(5)(D). Solely to the extent required by law, in the construction of the Housing Improvements or any improvements on the Property, Grantee shall and shall cause its respective contractors and subcontractors to pay prevailing wages in performing the Housing Improvements activities or any improvements on the Property as may be required under Labor Code Sections 1720 et seq. (the “**Prevailing Wage Requirements**”), and the implementing regulations of the Department of Industrial Relations (the “**DIR**”), to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the DIR and comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., 1810-1815, and implementing regulations of the DIR. To the extent Prevailing Wage Requirements are applicable, Grantee shall and shall cause its respective contractors and subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and that apprentices have been employed as required by Labor Code Section 1777.5 et seq., and shall, from time to time upon the request of the County provide to the County such records and other documentation reasonably requested by the County. Copies of the currently applicable per diem prevailing wages are available from the County. To the extent Prevailing Wage Requirements are applicable, Grantee shall post the applicable prevailing rates of per diem wages at the Property. To the extent Prevailing Wage Requirements are applicable, Grantee shall cause its respective contractors and subcontractors to be registered as set forth in Labor Code Section 1725.5. For the avoidance of doubt, Grantee’s obligations with respect to the Prevailing Wage Requirements shall only be triggered if any direct cost is imposed, or threatened to be imposed, by the DIR in connection with the enforcement of the Prevailing Wage Requirements. In addition, and only to the extent Prevailing Wage Requirements are applicable, Grantee shall cause its respective contractors and subcontractors to do all the following:

(1) All calls for bids, bidding materials and the construction contract documents for the Housing Improvements must specify that: (i) No contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the Housing Improvements unless registered with the DIR pursuant to Labor Code Section 1725.5; and (ii) The Housing Improvements is subject to compliance monitoring and enforcement by the DIR.

(2) To the extent required by law: (i) Grantee is required to provide the County all information required by Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within two (2) days of the award of the contract (<https://www.dir.ca.gov/pwc100ext/>); (ii) Grantee shall cause its respective contractors to post job site notices, as prescribed by applicable DIR regulations; and (iii) Grantee shall cause its respective contractors to furnish payroll records required by Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(3) A weekly certified payroll submitted through LCP Tracker is required during the term of construction of the Housing Improvements. Payment of disbursement components may be delayed when certified payrolls are not properly submitted.

(4) For purposes of this Section, the "initial construction" of the Housing Improvements shall mean the work required in order to construct such improvements and obtain the Certificate of Completion for the Housing Improvements.

(d) Grantee shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County and its board members, officers and employees 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 Grantee, its contractors and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the performance of the construction activities for the Housing Improvement or any other work undertaken or in connection with the Property. The requirements in this subsection survive the repayment of the County Grant, and the reconveyance of the Deed of Trust.

(e) Accessibility Requirements. The Grantee shall construct the Housing Improvements to comply with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act, Section 504 of the Construction Act of 1973, Title II and/or Title III of the Americans with Disabilities Act of 1990, Title 24 of the California Code of Regulations and the Uniform Federal Accessibility Standards ("UFAS"), as applicable.

Section 3.3 Equal Opportunity.

(a) During the construction of the Housing Improvements there shall be no discrimination on the basis of race, color, creed, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, or source of income, in the hiring, firing, promoting or demoting of any person engaged in the construction work.

(b) Grantee in providing services supported in whole or in part with government financial assistance and in their outreach activities related to such services, shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. A faith-based organization that is a recipient or subrecipient of County Grant funds is eligible to use such funds as provided under the regulations of this part without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, state, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program-funded services, without removing or altering

religious art, icons, scriptures, or other religious symbols. In addition, a County Grant-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

Section 3.4 Progress Reports.

(a) From the date of commencement of construction and until such time as Grantee has received a Certificate of Completion for each component of the Housing Improvements, Grantee shall provide the County with quarterly progress reports regarding the status of the construction of the Housing Improvements.

(b) The Grantee shall provide any information reasonably requested by the County in connection with the Housing Improvements.

Section 3.5 Construction Responsibilities.

(a) Grantee is solely responsible for all aspects of Grantee's conduct in connection with the Pre-Development Requirements and Housing Improvements, including (but not limited to) 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 Housing Improvements is solely for the purpose of determining whether Grantee is properly discharging its obligations to the County, and may not be relied upon by Grantee or by any third parties as a warranty or representation by the County as to the quality of the design or construction of the Housing Improvements.

Section 3.6 Certificates of Completion. Promptly after completion of each Milestone, and upon written request from the Grantee, in accordance with those provisions of this Agreement relating solely to the obligations of the Grantee to complete the Milestone; and the County's determination that the Grantee various obligations with regards to completion of the specified Milestone under this Agreement have been met; the County will provide the Grantee with one or more Certificates of Completion for said Milestone. If upon the written request from the Grantee, the County determines, at its sole discretion, that the requesting Grantee is not entitled to a Certificate of Completion, the County shall within twenty (20) days of such request, provide such Grantee with a written response stating with specificity the obligations required to be completed as a condition for issuing the Certificate of Completion. If the County fails to issue or fails to provide a written response stating with specificity the reasons the County will not issue a Certificate of Completion to a requesting Grantee within twenty (20) days of a request hereunder, then the requesting Grantee shall be deemed to be entitled to receive such Certificate of Completion.

(b) Such Certificates of Completion shall be conclusive evidence that the covenants in this Agreement with respect to the obligations of Grantee to complete the Milestones described in such certificate and the dates for the beginning and completion thereof have been met; provided, however, such certifications shall not be conclusive evidence regarding Grantee satisfaction of the prevailing wage requirements of this Agreement. Such certifications and

determinations shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a deed of trust securing money loaned to finance any portion of the Housing Improvements or any part thereof and shall not be deemed a notice of completion under the California Civil Code.

Section 3.7 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property, or any portion thereof, or a stop notice affecting the County Grant is served on the County or any other lender or other third party in connection with the Housing Improvements, then Grantee shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, or deliver to the County a surety bond in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged.

(b) If Grantee fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section or obtain a surety bond, then in addition to any other right or remedy, the County may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Grantee's expense. Alternately, the County may require Grantee to immediately deposit with the County the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The County may use such deposit to satisfy any claim or lien that is adversely determined against Grantee. For the avoidance of doubt, prior to incurring any such expense, or satisfying such lien out of County funds or via a surety bond supplied by Grantee, Grantee shall first be entitled to make a good-faith contest of such lien, encumbrance, charge, or claim, and only if Grantee is unsuccessful shall the County be entitled to incur such expenses or take such actions.

(c) Grantee shall file a valid notice of cessation or notice of completion upon cessation of construction work on any portion of the Housing Improvements for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property. Grantee authorizes the County, but the County has no obligation, to record any notices of completion or cessation of labor, or any other notice that the County deems necessary or desirable to protect its interest in any portion of the Housing Improvements.

Section 3.8 Inspections.

(a) The Grantee shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection of the Property or the Housing Improvements by the County and by public authorities during reasonable business hours upon forty-eight (48) hours' prior written notice for the purposes of determining compliance with this Agreement, provided, however, that nothing in this Agreement shall entitle the County to enter an occupied unit in the Housing Improvements without notice to the tenant thereof, which the Grantee shall deliver on behalf of the County, and permission from such tenant to the extent such permission is required by law. Such inspections do not relieve the Grantee, or its contractors, from any applicable requirement to obtain other County inspections in connection with the construction of the Housing Improvements.

(b) After the completion of an inspection the County shall deliver a copy of the inspection report to the Grantee. If the County determines as a result of such inspection that there are any life-threatening health and safety related deficiencies, Grantee has the obligation to correct such deficiencies immediately. If the County determines as a result of the inspection that there are any deficiencies for any of the inspectable items in the Housing Improvements, the Grantee shall correct such deficiencies within fifteen (15) days from the delivery of the inspection report 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. In addition, the Grantee acknowledges that the County may re-inspect the Housing Improvements to verify all deficiencies have been corrected or rely on third party documentation submitted by the Grantee for non-hazardous deficiencies.

Section 3.9 Approved Financing Plan.

As of the date of this Agreement, the County has approved the approved Financing Budget set forth in Exhibit B. Grantee shall submit any proposed or required amendments to the approved Financing Budget, along with evidence that the changes to the approved Financing Budget are reasonable and necessary, to the County for approval within fifteen (15) days of the date Grantee receives information indicating that actual costs of the various components of the Housing Improvements materially vary or will vary from the costs shown on the approved Financing Budget, which approval shall not be unreasonably withheld or delayed. Written consent of the County will be required to amend the approved Financing Budget. The County will make best efforts to respond in writing within seven (7) days after receipt of a proposed amendment to the approved Financing Budget.

Section 3.10 No Developer Fee.

(a) No compensation from any source shall be received by or be payable to the Grantee or any Affiliate of the Grantee in connection with the provision of development and construction management services for the acquisition and construction of the Housing Improvements.

ARTICLE 4. GRANT REQUIREMENTS

Section 4.1 Compliance with Agreement.

Grantee shall comply with the terms of this Agreement, the Regulatory Agreement, and any breach by Grantee under the Revocable Grant Documents shall be considered a Default under this Agreement. Notwithstanding anything to the contrary, the forgiveness of the County Grant pursuant to Section 2.3 above, shall have no effect on the Regulatory Agreement which shall remain in full force and effect for the term specified therein.

Section 4.2 Financial Accountings and Audits.

During the Term, from time to time as reasonably requested by the County, Grantee shall make available for examination during normal business hours to County all reasonably relevant books, accounts, reports, files, and other papers or property with respect to the Project matters covered by this Agreement, and shall permit County to audit, examine, and make excerpts or

transcripts from such records. County may make audits of any conditions relating to this Agreement.

Section 4.3 Information.

Grantee shall provide any information reasonably requested by the County in connection with the County Grant, including (but not limited to) any information required by the local, state or federal governments in connection with Grantee's use of the Grant Funds.

Section 4.4 Records.

(a) Grantee shall keep and maintain at the principal place of business of the Grantee set forth in Section 7.9 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Housing Improvements. Books, records and accounts relating to Grantee's compliance with the terms, provisions, covenants and conditions of this Agreement are to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and are to be consistent with requirements of this Agreement. All such books, records, and accounts are to be open to and available for inspection and copying by the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that Grantee may be required to furnish to any governmental agency are to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Grantee are kept. Grantee shall preserve such records for a period of not less than five (5) years after the creation of such records. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Grant Funds is pending at the end of the record retention period stated herein, then Grantee shall retain the records until such action and all related issues are resolved. The records are to include all invoices, receipts, and other documents related to expenditures from the Grant Funds.

(b) Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to services performed and expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all litigation, claims, federal audits, negotiation or other actions that involve any of the records cited, whichever occurs later. Grantee shall retain records for non-expendable property acquired with funds under this Agreement for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment.

(c) The County shall notify Grantee of any records it deems 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 4.5 Audits.

(a) The County may, upon request, audit all of Grantee's books, records, and accounts that specifically pertain to the expenditures related to the Pre-Development Requirements and the Housing Improvements. Any such audit is to be conducted during normal business hours at the principal place of business of Grantee 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 4.6 Fees and Taxes.

Grantee shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Housing Improvements to the extent owned by Grantee, and shall pay such charges prior to delinquency. However, Grantee shall not be required to pay and discharge any such charge so long as: (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings; and (b) if requested by the County, Grantee deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

Section 4.7 Notice of Litigation.

Grantee shall promptly notify the County in writing of any litigation materially affecting Grantee or the Housing Improvements and of any claims or disputes that involve a material risk of such litigation.

Section 4.8 Nondiscrimination.

Grantee covenants by and for itself and its successors and assigns that there will be no unlawful 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 property, nor may Grantee or any person claiming under or through Grantee 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 property.

Section 4.9 Transfer.

(a) This Agreement is entered into solely for the purpose of funding the Pre-Development Requirements and Housing Improvements and its subsequent use in accordance with the terms hereof. The Grantee recognizes that the qualifications and identity of Grantee are of particular concern to the County. The Grantee further recognizes that it is because of such qualifications and identity that the County is entering into this Agreement with the Grantee and that limited Transfers are permitted only as provided in this Agreement.

(b) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (1) any rights and/or duties under this Agreement; or (2) any interest in the Grantee, including any merger, consolidations, sale, or lease of all or substantially all of the assets of Grantee.

(c) No Transfer shall be permitted during the Term. Any unauthorized Transfer shall automatically cancel the County's obligations to provide the Grant Funds to Grantee after the date of the unauthorized Transfer.

(d) Notwithstanding anything in this Agreement to the contrary, Grantee shall be permitted to transfer any or all of the assets of Grantee, including the Property, to an Affiliate (as hereinafter defined) of Grantee, provided that Grantee shall at all times remain primarily liable for the obligations of Grantee during the Term of this Agreement. As used herein the term “**Affiliate**” means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with Grantee, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

Section 4.10 Insurance Requirements.

(a) Grantee shall maintain the following insurance coverage throughout the Term of the County Grant written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”. If the Grantee uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Grantee agrees to amend, supplement, or endorse the existing coverage to do so.

(b) Without in anyway affecting the indemnity herein provided and in addition thereto, the Grantee shall secure and maintain throughout the Term the following types of insurance with limits as shown:

(1) Workers' Compensation/Employers Liability.

(A) Workers' Compensation- A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Grantee and all risks to such persons under this Agreement.

(B) If Grantee has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Director of Risk Management.

(C) With respect to Grantees that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

(2) Comprehensive General Liability. General Liability Insurance covering all operations performed by or on behalf of Grantee providing coverage for bodily injury and property damage with a combined single limit of not less than Five Million Dollars (\$5,000,000), per occurrence. The policy coverage must include:

(A) Premises operations and mobile equipment.
(B) Products and completed operations.
(C) Broad form property damage (including completed operations).

(D) Explosion, collapse, and underground hazards.

(E) Personal injury.

(F) Contractual liability.

(G) \$5,000,000 general aggregate limit.

(3) Comprehensive Automobile Liability.

(A) Primary insurance coverage must be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol I (any auto).

(B) The policy must have a combined single limit of not less than Five Million Dollars (\$5,000,000) for bodily injury and property damage, per occurrence.

(C) If the Grantee is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy must have a combined single limit of Five Million Dollars (\$5,000,000) for bodily injury and property damage per occurrence.

(D) If the Grantee owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(4) Builders' Risk/Property Insurance. Builders' Risk insurance during the course of construction, and upon completion of construction, property insurance covering the Project, 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.

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

(c) Grantee shall cause any general contractor, agent, or subcontractor working on the Project under direct contract with Grantee or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (1), (2), and (3) above, meeting all of the general requirements of subsections (e) and (f) below and naming the County as an

additional insured. The Grantee agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

(d) An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy must apply to bodily injury/property damage, personal injury/advertising injury and must include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage must also apply to automobile liability.

(e) The required insurance must be provided under an occurrence form, and Grantee shall maintain the coverage described in subsections (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.

(f) Comprehensive General Liability and Comprehensive Automobile Liability insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees and members of the Board of Supervisors. The additional insured endorsements must not limit the scope of coverage for the County to vicarious liability but must allow coverage for the County to the full extent provided by the policy. Such additional insured coverage must be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

(g) All policies and bonds are to contain: (1) 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; (2) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (3) 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 (4) 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.

(h) Construction contracts for projects over Three Million Dollars (\$3,000,000) and less than Five Million Dollars (\$5,000,000) require limits of not less than Five Million Dollars (\$5,000,000) in General Liability and Auto Liability coverage.

(i) The Grantee shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Grantee and Grantee’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Grantee hereby waives all rights of subrogation against the County.

(j) All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

(k) The Grantee shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage prior to the close of Escrow, additional endorsements, as required shall be provided prior to the commencement of

performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Grantee shall maintain such insurance from the time Grantee commences performance of services hereunder until the completion of such services. Within fifteen (15) days following the close of Escrow, the Grantee shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

(l) The Grantee agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Grantee and the County or between the County and any other insured or additional insured under the policy.

(m) Any and all deductibles or self-insured retentions in excess of Ten Thousand Dollars (\$10,000) shall be declared to and approved by Risk Management.

(n) In the event that any policy of insurance required in this Section does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to obtain such insurance it deems necessary and any premiums paid by the County will be promptly reimbursed by Grantee or County disbursements to Grantee will be reduced to pay for the County purchased insurance.

(o) Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced and available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Grantee agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

(p) All policies and bonds shall be endorsed to provide thirty (30) days prior written notice of cancellation, reduction in coverage, or intent not to renew to the address established for notices to the County.

Section 4.11 Hazardous Materials.

(a) Grantee shall keep and maintain the Property in compliance with, and may not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Grantee may not use,

generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” or “toxic substances” under any applicable federal or state laws or regulations (collectively referred to hereinafter as “**Hazardous Materials**”) except such of the foregoing as may be customarily used in similar projects.

(b) Grantee shall immediately advise the County in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other government or regulatory actions instituted, completed or threatened against Grantee or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, (“**Hazardous Materials Law**”); (ii) all claims made or threatened by any third party against Grantee or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as “**Hazardous Materials Claims**”); and (iii) Grantee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as “border-zone property” under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The County has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Grantee. Grantee shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (i) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; (ii) all reasonable costs and expenses incurred by the County in connection with clause (i), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive termination of this Agreement.

(d) Without the County's prior written consent, which shall not be unreasonably withheld, Grantee may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's reasonable judgment, impair the value of the County's security hereunder; provided, however, that the County's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property

either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event Grantee shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Grantee will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Grantee establishes to the reasonable satisfaction of the County that there is no reasonable alternative to such remedial action that would result in less impairment of the County's security hereunder; or (iv) the action has been agreed to by the County.

(e) Grantee hereby acknowledges and agrees that (i) this Section is intended as the County's written request for information (and Grantee's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(f) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1) and Grantee is in default of its obligations to the County, then, without otherwise limiting or in any way affecting the County's or the trustee's rights and remedies, the County may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against Grantee to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the County's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Grantee will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by Grantee, or Grantee's agents or affiliates. All costs and expenses, including (but not limited to) attorneys' fees and other professional service fees and costs, incurred by the County in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, will be payable to the County upon its demand made at any time following the conclusion of such action.

Section 4.12 Maintenance and Damage.

During the course of construction and operation of the Housing Improvements, Grantee shall maintain the Property in good repair and in a neat, clean and orderly condition.

ARTICLE 5. REPRESENTATIONS AND
WARRANTIES OF GRANTEE

Section 5.1 Representations and Warranties.

Grantee hereby represents and warrants to the County as follows:

(a) Organization. Grantee is a duly organized, validly existing California nonprofit religious corporation 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 Funds contemplated hereunder, and to perform and observe the terms and provisions of all of the Agreement.

(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 which have been 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 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 binding on Grantee, or any provision of the organizational documents of Grantee, or will conflict with or constitute a breach of or a default under any agreement to which Grantee is a party, or will 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 development of the Housing Improvements 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 Property, 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 comply with the terms of this Agreement.

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

ARTICLE 6. DEFAULT AND REMEDIES

Section 6.1 Events of Default.

Each of the following shall, upon at least thirty (30) days written notice, unless a longer period is otherwise specified, constitute a "Default" by Grantee under this Agreement:

(a) Failure to Comply with Regulatory Agreement. Failure of Grantee to comply with the Regulatory Agreement, subject to all applicable notice and cure rights provided therein.

(b) Breach of Covenants. Failure by Grantee to duly perform, comply with, or observe any of the conditions, terms, or covenants of this Agreement, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the County to the Grantee, or if the breach cannot be cured within thirty (30) days, the Grantee shall not be in breach so long as Grantee is diligently undertaking to cure such breach and such breach is cured within ninety (90) days; provided, however, that if a different period or notice requirement is specified under any other section of this Article 6, the specific provisions shall control.

(c) Insolvency. A court having jurisdiction shall have made or entered any decree or order: (1) adjudging Grantee to be bankrupt or insolvent; (2) approving as properly filed a petition seeking reorganization of Grantee or seeking any arrangement for Grantee under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (3) appointing a receiver, trustee, liquidator, or assignee of Grantee in bankruptcy or insolvency or for any of their properties; or (4) directing the winding up or liquidation of Grantee if any such decree or order described in clauses (1) to (4), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or Grantee shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (1) to (4), inclusive.

(d) Assignment; Attachment. Grantee assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution of any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been

returned or released within ninety (90) days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution.

(e) No Funding Religious Activities. None of the County Grant Funds will be used by Grantee to fund any religious activities.

(f) Suspension; Termination. Grantee shall have voluntarily suspended its business.

(g) Liens on Property. There shall be filed any claim of any unauthorized lien (for example mechanic lien or tax lien, but not a lien by a Bona Fide Lender) against any of the Housing Improvements, the Property, or any part thereof, or any interest or right made appurtenant thereto and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to County.

(h) Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property or the Housing Improvements, by an entity other than the County.

(i) Unauthorized Transfer. Any Transfer other than as permitted by Section 4.9.

(j) Representation or Warranty Incorrect. Any Grantee representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with this Agreement, proving to have been incorrect in any material respect when made and having a material adverse effect on the Housing Improvements.

Section 6.2 Remedies. The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the County or automatically where so specified, relieve the County of any obligation to make or continue the County Grant and shall give the County the right to proceed with any and all remedies in law or equity, including suit for recovery of any Grant funds which Grantee has not utilized in compliance with this Agreement:

(a) Repayment of Grant. The County may demand Grantee repay the County any portion of the County Grant not forgiven pursuant to Section 2.3 above, together with any accrued interest thereon, to become immediately due and payable. County may proceed to enforce payment of the indebtedness only by foreclosure under the Deed of Trust. Grantee waives all right to presentment, demand, protest or notice of protest or dishonor. Grantee is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees) paid or incurred by the County in connection with the repayment of the County Grant which shall be a part of the Secured Obligation enforced only by foreclosure under the County Grant Deed of Trust.

(b) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Grantee to perform its obligations and covenants

under this Agreement and the Regulatory Agreement or to enjoin acts on things that may be unlawful or in violation of the provisions of this Agreement.

Section 6.3 Right of Contest.

Grantee shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

Section 6.4 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 shall be 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 shall operate as a waiver thereof, nor shall 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 shall 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 shall at all times be deemed an independent contractor and shall 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. Grantee shall be 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 shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. Grantee shall be solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement shall create or justify 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 operation of the Housing Improvements and Grantee shall include similar requirements in any contracts entered into for the operation of the Housing Improvements.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and executed by the Parties. Any material change in the amount or terms of this Agreement must be approved by Board of Supervisors.

Section 7.4 Indemnification.

The Grantee agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents, and volunteers (“**County Indemnitees**”) from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of County Indemnitees. The Grantee's indemnification obligation applies to County Indemnitees' active as well as passive negligence but does not apply to the County Indemnitees' sole negligence or willful misconduct within the meaning of Civil Code Section 2782. The provisions of this Section shall survive the expiration of this Agreement and the provisions of this Section shall remain in full force and effect.

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

No member, official, employee or agent of the County shall be personally liable to Grantee in the event of any default or breach by the County or for any amount which may become due to Grantee or its successor or on any obligation under the terms of this Agreement.

Section 7.6 No Third Party Beneficiaries.

There shall be 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 the discretion of the County in the permit and approval process.

Section 7.8 Conflict of Interest.

(a) Grantee has disclosed to the County using Exhibit F - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Grantee's proposal to the County, or (2) 12 months before the date this Agreement was approved by the Board of Supervisors. Grantee acknowledges that under Government Code section 84308, Grantee is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Agreement.

In the event of a proposed amendment to this Agreement, the Grantee will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of

the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Grantee or by a parent, subsidiary or otherwise related business entity of Grantee.

(b) Except for approved eligible administrative or personnel costs, no person described in Section 7.8 (c) 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 personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have 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.

(c) The conflict of interest provisions of Section 7.8(a) above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the County, or any person related within the third (3rd) degree of such person.

(d) 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.

Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched 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: Community Development and Housing Department
San Bernardino County
560 E. Hospitality Lane, Suite 200
San Bernardino, CA 92415-0043
Attn: Community Development and Housing Director

with copy to: Goldfarb & Lipman, LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612

Attn: Rafael Yaquian

Grantee: Water of Life Community Church
14418 Miller Avenue, Suite K
Fontana, CA 92336/92335
Attn: Jim Kensinger

with copy to: The Opus Law Firm
6050 El Tordo,
Rancho Santa Fe, CA 92067
Attn: Joshua M. Jacobs, Esq.

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 shall 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 and Venue.

This Agreement shall be governed by the laws of the State of California and venued in San Bernardino County, California. Each party waives any law, statute (including, but not limited to, Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claims concerning the Agreement, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino.

Section 7.11 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and shall bind Grantee and its successors and assigns in the Property and the Housing Improvements for the entire Term, and the benefit hereof shall inure to the benefit of County and its successors and assigns

Section 7.12 Attorneys' Fees.

In the event that any party to this Agreement brings an action to interpret or enforce its rights under this Agreement, each party, including the prevailing party in such action, shall bear its own costs and expenses, including reasonable attorneys' fees in such action.

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 shall 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. The Parties to this Agreement, and their counsel, have

read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including, but not limited to, Civil Code Section 1654) shall not apply to this Agreement.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either Party shall 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; or court order; or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. 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 of receipt of the notice.

Section 7.15 County Approval.

Whenever this Agreement calls for County approval, consent, or waiver, the written approval, consent, or waiver of the County Chief Executive Officer shall constitute the approval, consent, or waiver of the County, without further authorization required from the County Board of Supervisors. The County hereby authorizes the County Chief Executive Officer, or the designee of the County Chief Executive Officer, to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the County. The division of the County Grant between the Pre-Development Requirements and the Housing Improvements may be readjusted by the County Executive Officer (or designee) on behalf of the County without the need for an amendment to this Agreement. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies. The County Chief Executive Officer, or the designee of the County Chief Executive Officer, is also hereby authorized to approve, on behalf of the County, requests by Grantee for reasonable extensions of time deadlines set forth in this Agreement. The County shall not unreasonably delay in reviewing and approving or disapproving any proposal by Grantee made in connection with 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 shall 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 shall not be construed to be a 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 shall be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the County Grant.

Section 7.19 Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals including electronic counterparts (such as facsimile or .pdf), each of which is deemed to be an original, and may be signed in counterparts, and all of which taken together shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties shall not have signed the same counterpart.

WHEREAS, this Agreement has been entered into by the undersigned as of Effective Date.

GRANTEE:

Water of Life Community Church, a California nonprofit religious corporation

By: _____

Name: _____

Its: _____

Date: _____

COUNTY:

SAN BERNARDINO COUNTY, a political subdivision of the State of California

By: _____
Dawn Rowe, Chairperson Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

LYNNA MONELL
Clerk of the Board of Supervisors
San Bernardino County

By: _____
Deputy

APPROVED AS TO LEGAL FORM:
TOM BUNTON
County Counsel

By: _____
Julie J. Surber, Principal Assistant County Counsel

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

PARCEL 1:

THE WEST 1/2 OF LOT 193 ACCORDING TO MAP OF ETIWANDA VINEYARDS, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 29 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

NOTE: AREA AND DISTANCES COMPUTED TO STREET PURPOSES.

PARCEL 2:

THE EAST ONE-HALF OF LOT 193 OF ETIWANDA VINEYARD, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 29 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

NOTE: AREAS AND DISTANCES COMPUTED TO THE RANGE LINE OF THE EAST ALL OTHER AREAS AND DISTANCES COMPUTED TO STREET CENTERS.

Assessor's Parcel Number: 0232-201-12-0-000 & 0232-201-13-0-000

EXHIBIT B

FINANCING BUDGET

CITYLINK CAMPUS DEVELOPMENT BUDGET -- HOMELESS TRANSITIONAL HOUSING / SUPPORT SERVICES DEVELOPMENT			
Expense Category	Total Cost	WOL Funding	County Grant
Pre-Development Requirements	\$ 1,474,635	\$ 474,634	\$ 1,000,000
Site Improvements	\$ 2,666,666	\$ 666,667	\$ 2,000,000
Support Services Building	\$ 9,387,745	\$ 9,387,745	\$ -
Temporary Transition Housing	\$ 990,000	\$ 240,000	\$ 750,000
Prermanent Transitional Housing	\$ 14,991,199	\$ 13,741,199	\$ 1,250,000
TOTAL PROJECT COSTS	\$ 29,510,245	\$ 24,510,245	\$ 5,000,000

EXHIBIT C

SCOPE OF WORK

Milestones:

1. \$1,000,000.00 to be released upon receipt of a draw request from Grantee for authorized Pre-Development expenditures for the payment towards the Pre-Development Requirements.
2. \$500,000 – upon completion of on-site backbone infrastructure improvements (Grading, Sewer, Fire improvements – upon completion)
3. \$500,000 – upon completion of off-site infrastructure improvements (Arrow Blvd. street improvements, Storm Drain connection, Sidewalk improvements)
4. \$500,000 – upon completion of parking lot grading / weatherization
5. \$500,000 – upon completion of the water quality treatment tanks
6. \$500,000 – upon execution of Architectural Services agreement for 3-story Mixed Use development for Permanent Shelter Improvements
7. \$500,000 – upon completion of the purchase agreement for trailers for the Temporary Housing Improvements
8. \$250,000 – upon completion of the Temporary Housing Improvements
9. \$750,000 – upon completion of Design Review entitlement with City of Fontana for 3-Story Mixed Use development for Permanent Shelter Improvements

EXHIBIT D

REVOCABLE GRANT DEED OF TRUST

EXHIBIT E

REGULATORY AGREEMENT

EXHIBIT F

CAMPAIGN CONTRIBUTION DISCLOSURE

(SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor/Grantee: _____
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)? Yes If yes, skip Question Nos. 3-4 and go to Question No. 5
No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): _____
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor/Grantee:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Grantee certifies that the statements made herein are true and correct. Grantee understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.