

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



ITEM: 3.38
(ID # 14383)

MEETING DATE:

Tuesday, February 09, 2021

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION, AND WORKFORCE SOLUTIONS (HHPWS): Consideration of Options A, B and C Related to Acceptance of U.S. Department of Treasury Emergency Rental Assistance Program Funding and Acceptance of State of California SB 91 Emergency Rental Assistance Program Funding; Consideration of Establishment and Commencement of the Riverside County Emergency Rental Assistance Program and Emergency Rental Assistance Eviction Protection Program; All Districts. [\$57,267,219 U.S Treasury Emergency Rental Assistance Funding – 48.2%, and \$61,633,404 State of California (SB91) Emergency Rental Assistance – 51.8%]; CEQA Exempt; (4/5 vote required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Consider Options A, B and C and select for approval one the following options relative to the U.S. Department of Treasury Emergency Rental Assistance Program Funding in an amount of \$57,267,219 (“U.S. Treasury Direct Allocation”) and California SB 91 Emergency Rental Assistance Program Funding in an amount of \$61,633,404 (“SB 91 Allocation”) (together, the “Funds”) (Motion number 1 contains alternate motions for the Board to consider and choose which option is desired):

Continued on Page 2

ACTION: Policy, 4/5 Vote Required


Heidi Marshall, Director 2/3/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that Option C is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: February 9, 2021
xc: HHPWS, Auditor

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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- A. **OPTION ONE**: County chooses to allocate its U.S. Treasury Direct Allocation and SB 91 Allocation to the State of California Department of Housing and Community Development (“HCD”) and authorizes the State to administer the State Emergency Rental Assistance Program within the County. The County formally accepts the U.S. Treasury Direct Allocation and by agreement, transfers the federal funds to the State. The County further does not accept the SB 91 Allocation.
- i. Ratify and accept the \$57,267,219 direct allocation of Emergency Rental Assistance Program funding from the U.S. Department of Treasury and assign and transfer the U.S. Treasury Direct Allocation to the State of California pursuant to an agreement with HCD;
 - ii. Authorize the Director of the Department of Housing, Homelessness Prevention and Workforce Solutions (“HHPWS”), or designee, to execute the agreement with the State of California, subject to approval as to form by County Counsel, for the State’s use of the U.S. Department of Treasury and for implementation of the State Emergency Rental Assistance Program within the County;
 - iii. Direct the Director of HHPWS, or designee, to notify HCD of the County’s intention to pass its U.S. Treasury Direct Allocation to the State of California for administration; and
 - iv. Reject acceptance of the SB 91 Allocation of \$61,633,404 from the State of California.
- B. **OPTION TWO**: County chooses to accept both Funds and administer both programs in conformance with the State guidelines, collectively to be known as the Riverside County Emergency Rental Assistance Program:
- i. Accept the \$57,267,219 the U.S. Treasury Direct Allocation from the U.S. Department of the Treasury and accept the \$61,633,404 SB 91 Allocation from the State of California;
 - ii. Authorize the Director HHPWS, or designee, to execute the State of California Standard Agreement, subject to approval as to form by County Counsel, to receive the State’s SB 91 Allocation;
 - iii. Approve the establishment and commencement of the Riverside County Emergency Rental Assistance Program (including the Eviction Prevention and Protection Program) to provide rental assistance to eligible tenant households in the County of Riverside consistent with State of California and federal program

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requirements, and approve the allocation of both Funds to be utilized for countywide eviction prevention and protections programs; and

iv. Direct HHPWS to implement and administer the Riverside County Emergency Rental Assistance Program, establish program terms and conditions in compliance with the State of California and federal guidelines, and ensure that the Funds are geographically disbursed throughout the County; and

v. Approve the form of the Subrecipient's Agreement for the Use of Riverside County Emergency Rental Assistance Program Funding between the County and the United Way of the Inland Valleys and Lift to Rise, respectively (Subrecipient's Agreement), attached hereto, and authorize the Director of HHPWS, or designee, to execute the Subrecipient's Agreements, provided each Subrecipient's Agreement substantially conforms in form and substance to attached, subject to approval as to form by County Counsel; and

vi. Approve the form of the Subrecipient's Agreement for the Use of Riverside County Emergency Rental Assistance Program Eviction Prevention and Protection Program between the County and the Fair Housing Council of Riverside County, Inc.; the Public Service Law Corporation (dba, Riverside Legal Aid); and the Superior Court of California for the County of Riverside, respectively (Subrecipient's Eviction Prevention Agreement), attached hereto, and authorize the Director of HHPWS, or designee, to execute the Subrecipient's Eviction Prevention Agreements, provided each Subrecipient's Eviction Prevention Agreement substantially conforms in form and substance to attached, subject to approval as to form by County Counsel.

C. **OPTION THREE**: STAFF RECOMMENDS APPROVAL OF OPTION THREE. County chooses to accept the U.S. Treasury Direct Allocation of Emergency Rental Assistance Program Funds and administer that program locally and rejects the SB 91 Allocation of Emergency Rental Assistance Program funding from the State of California for the State to administer its own program:

i. Accept the \$57,267,219 U.S. Treasury Direct Allocation of Emergency Rental Assistance Program funding from the U.S. Department of the Treasury; and

ii. Reject acceptance of the \$61,633,404 SB 91 Allocation of Emergency Rental Assistance Program funding from the State of California and direct the Director of HHPWS, or designee, to notify the State of its decision; and

iii. Approve the establishment and commencement of the Riverside County Emergency Rental Assistance Program to provide rental assistance to eligible tenant households in the County of Riverside consistent with federal program requirements,

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and approve the allocation of U.S. Treasury Direct Allocation funding to be used for countywide eviction prevention and protections programs; and

iv. Direct HHPWS to implement and administer the Riverside County Emergency Rental Assistance Program, establish program terms and conditions in compliance with federal guidelines, and ensure the Emergency Rental Assistance Program funds are geographically disbursed throughout the County; and

v. Approve the form of the Subrecipient's Agreement for the Use of Riverside County Emergency Rental Assistance Program federal Funding between the County and the United Way of the Inland Valleys and Lift to Rise, respectively (Subrecipient's Agreement), attached hereto, and authorize the Director of HHPWS, or designee, to execute the Subrecipient's Agreements, provided each Subrecipient's Agreement substantially conforms in form and substance to the attached, subject to approval as to form by County Counsel; and

vi. Approve the form of the Subrecipient's Agreement for the Use of Riverside County Emergency Rental Assistance Program Eviction Prevention and Protection Program using the federal funding between the County and the Fair Housing Council of Riverside County, Inc.; the Public Service Law Corporation (dba, Riverside Legal Aid); and the Superior Court of California for the County of Riverside, respectively (Subrecipient's Eviction Prevention Agreement), attached hereto, and authorize the Director of HHPWS, or designee, to execute Subrecipient's Eviction Prevention Agreements, provided each Subrecipient's Eviction Prevention Agreement substantially conforms in form and substance to the attached, subject to approval as to form by County Counsel.

2. Direct staff to file a Notice of Exemption with the County Clerk within five working days; and

3. Approve and direct the Auditor-Controller to make the budget adjustments as detailed in the attached Schedule A - Option 2 or Option 3, as directed.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	Option 2 or 3	\$ 0	Option 2 or 3	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: U.S. Treasury Department Emergency Rental Assistance Funding, 48.2%; State of California (SB 91) Emergency Rental Assistance Funding, 51.8%.			Budget Adjustment:	Yes
			For Fiscal Year:	20/21

C.E.O. RECOMMENDATION: Approve

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BACKGROUND:

Summary

On December 27, 2020, the Consolidated Appropriations Act of 2021 (“Act”) was signed into law. The Act made available \$25 billion, through the U.S. Department of the Treasury, for Emergency Rental Assistance. The Emergency Rental Assistance program is intended to assist eligible renter households that have been impacted by the COVID-19 pandemic to pay rent, back rent, and utilities. The County’s allocation of the new Emergency Rental Assistance funding is \$57,267,219.

On January 28, 2021, Governor Newsom signed into law the COVID-19 Tenant Relief Act (SB 91). SB 91 extended certain eviction protections and created a mechanism to deploy \$2.6 billion in Federal Emergency Rental Assistance Program resources to assist struggling tenants and landlords impacted by the economic damage of COVID-19. The County is eligible to receive an allocation of \$61,633,404 under SB 91 through the State of California.

The basic qualifying criteria for Emergency Rental Assistance are renter households with incomes no more than eighty-percent (80%) of area median income (AMI) who meet the following conditions:

1. One or more individual in the household has qualified for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due directly or indirectly to the coronavirus outbreak; and
2. One or more individuals in the household can demonstrate a risk of experiencing homelessness or housing instability which may include:
 - a. A past due utility or rent notice or an eviction notice;
 - b. Unsafe or unhealthy living conditions; or
 - c. Any other evidence of such risk as determined by the grantee

The Emergency Rental Assistance Program also requires that Grantees prioritize assistance to households with incomes of no more than fifty percent (50%) percent of AMI and to households in which one or more household member is unemployed and has been unemployed for 90 days.

SB 91 provides local jurisdictions, including the County, that are receiving Emergency Rental Assistance Program funding with several options to consider for administering the Emergency Rental Assistance Program:

OPTION 1: The County does not accept the SB 91 funding from the State. The County would transfer its direct Treasury Department allocation to the State for the State to administer an Emergency Rental Assistance Program in the County;

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OPTION 2: The County accepts the State's SB 91 allocation and the County must agree to utilize its direct U.S. Treasury Department funding and the SB 91 allocation consistent with the requirements of SB 91;

OPTION 3: The County rejects the State SB 91 funding and will administer its own Emergency Rental Assistance Program in the County consistent with Treasury Department guidelines.

A primary condition of receiving the State Emergency Rental Assistance Program funding (OPTION 2) is that the County must agree to utilize its direct U.S. Treasury Department funding and the SB 91 allocation consistent with the requirements of SB 91. The features of SB 91 are:

1. The Emergency Rental Assistance Program will provide eligible landlords with immediate relief through the payment of 80% of their tenants' rental arrears accumulated between April 1, 2020 and March 31, 2021. Landlords, in turn, agree to accept this payment as payment in full of any unpaid rent for that period.
2. In cases where a landlord chooses not to participate in the 80/20 option, an eligible tenant may apply to the program for 25% of their rental arrears, which will be paid to the landlord.
3. The program also allows for prospective payments of 25% of monthly rent for the months of April, May, and June of 2021.
4. SB 91 established a requirement for the Emergency Rental Assistance Program funds to be administered in at least three rounds, prioritizing: (1) Below 50% AMI or unemployed for 90 days; (2) Below 80% AMI and in a community disproportionately impacted by Covid-19; (3) Below 80% AMI and not addressed by rounds 1 & 2.
5. Payment of rental arrears shall be given priority for purposes of stabilizing households and preventing evictions.

It is proposed that the County elects **Option 3** where the County will utilize the direct \$57,267,219 Emergency Rental Assistance Program funding in a manner consistent with the U.S. Treasury department guidelines and comparable to the CARES Act-funded Riverside County Rental Relief Fund which is currently administered by the Department of Housing, Homelessness Prevention, and Workforce Solutions (HHPWS). This option allows landlords to receive full reimbursement of rental arrears.

On June 2, 2020, the Board of Supervisors (Board) approved the establishment of the Riverside County Rental Relief Fund (Minute Order #3.27). The Board authorized the use of \$30,000,000 non-HUD CARES Act funds and an additional \$3,300,000 of CDBG-CV1 funding. On October 20, 2020, the Board approved (Minute Order #3.15) the allocation of \$8,360,000 of Rounds III Community Development Block-CV (CDBG-CV3) and Round II Emergency Solutions Grant-CV

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(ESG-CV2) funding to the Riverside County Rental Relief Funds to replace non-HUD CARES Act funds that were reallocated to other COVID-19 homelessness activities. The Riverside County Rental Relief Fund has been considered a success. All of the non-HUD CARES Act funds have been utilized and the program is continuing with the CDBG-CV and ESG-CV funding components. Approximately 6,500 households have been assisted thus far.

However, as the COVID-19 pandemic continues to impact residents and businesses in the County, many renter households, as well as rental property owners, continue to experience serious financial challenges and hardships.

HHPWS is recommending that the County allocate grant funding to the United Way of the Inland Valleys and Lift to Rise to carry out program activities in their designated geographic areas of the County - Lift to Rise covering the eastern desert region and San Geronio Pass area. United Way of the Inland Valleys covering western and southwestern regions. Further, HHPWS recommends limiting these non-profit organizations' administrative costs to no more than 8.0% of their grant allocations.

The Act also requires that at least ninety-percent (90%) of the Emergency Rental Assistance funds are used for rent, arrears, and utility assistance. The remaining ten-percent (10%) can be used for program delivery costs, grant administration, and housing stability services. It is proposed that the County allocate a portion of the 10% set-aside for eviction prevention and protection services to be provided by the Superior Court of California for the County of Riverside and two regional non-profit organizations: Fair Housing Council of Riverside County, Inc., and Riverside Legal Aid. The remaining portion of the 10% set-aside will be used for program delivery and grant administration expenses.

HHPWS staff recommend approval of the proposed Riverside County Emergency Rental Assistance Program.

Impact on Residents and Businesses

The Riverside County Emergency Rental Assistance Program will provide financial assistance to an estimated 8,000 economically impacted renter households to allow them to pay back rent (arrears), current rent, prospective (future) rent, and utilities. The program will also benefit property owners impacted by the COVID-19 pandemic.

Additional Fiscal Information

The Riverside County Emergency Rental Assistance Program is 100% Federally-funded through the U.S. Department of the Treasury Emergency Rental Assistance program.

ATTACHMENTS:

- Subrecipient's Agreement for Rental Assistance – Option 3
- Subrecipient's Agreement for Eviction Prevention – Option 3

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- Subrecipient's Agreement for Rental Assistance – Option 2
- Subrecipient's Agreement for Eviction Prevention – Option 2
- Schedule A (Budget Adjustment – Option 2)
- Schedule A (Budget Adjustment – Option 3)


Misley Wang, Supervising Accountant 2/5/2021


Marcus Maltese 2/5/2021


Gregory F. Priamos, Director County Counsel 2/4/2021

per firm 11
staff will file

**ENVIRONMENTAL
CEQA EXEMPTION DOCUMENTATION**

To: County Clerk and Recorder's Office
County of Riverside
2720 Gateway Drive
Riverside, CA 92507

From: County of Riverside HHPWS
Community Solutions Division
3403 Tenth Street, Suite 300
Riverside, CA 92501

Project Title: Riverside County Emergency Rental Assistance Program

Grant No.: Emergency Rental Assistance Program - Consolidated Appropriations Act of 2021

Description of Project: Implementation and administration of the Riverside County Emergency Rental Assistance Program, a Federally-funded countywide rental assistance grant program.

Location: Throughout Riverside County

Project Proponent: County of Riverside Department of Housing, Homelessness Prevention, and Workforce Solutions

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Project Description: The County of Riverside and subrecipient organizations will use up to \$57,267,219 of Federal Emergency Rental Assistance program funding, under the Consolidated Appropriations Act of 2021, to assist eligible tenants pay current and past due rent, utilities, home energy costs, and other expenses related to housing, including eviction prevention, incurred as a result of COVID-19.

Exempt Status: (Check one)

- Ministerial (Section 21080 (b) (1); Section 15268);
- Declared Emergency [Section 21080 (b) (3); Section 15239(a)];
- Emergency Project [Section 21080 (b) (4); Section 15269 (b) (c)];
- Statutory Exemption (Section Number: _____)
- Categorical Exemption: Class 1 (Section Number: _____)
- These activities are not subject to CEQA [pursuant to Section 15061 (b) (3)]**
- Other

Environmental Specialist: _____

Date:

Certifying Officer: _____

Date:

John Thurman
Program Administrator - CDBG/ESG Program Manager

Contact: sorozco@rivco.org

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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**SUBRECIPIENT'S AGREEMENT
FOR THE USE OF RIVERSIDE COUNTY
SB 91 EMERGENCY RENTAL ASSISTANCE PROGRAM FUNDING –
EVICITION PREVENTION SERVICES**

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This Subrecipient's Agreement ("Agreement"), for the use of U.S. Department of the Treasury ("Treasury Department") Emergency Rental Assistance funding under the Consolidated Appropriations Act of 2021 (Division N, Title V, Section 501, Public Law 116-260), herein after "Emergency Rental Assistance Program," is made and entered into as of the Effective Date (defined herein), by and between, County of Riverside of the State of California, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and NAME, a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT".

W I T N E S S E T H:

WHEREAS, the Consolidated Appropriations Act of 2021, provides that Emergency Rental Assistance Program grant funds grant may be used to assist eligible tenants pay current and past-due rent, utilities, home energy costs, and other expenses related to housing, including eviction prevention, incurred as a result of COVID-19; and

WHEREAS, the COUNTY and the State of California received direct allocations of Treasury Department Emergency Rental Assistance Program funds; and

WHEREAS, on January 28, 2021, Governor Newsom signed into law the COVID-19 Tenant Relief Act ("SB 91"). SB 91 extended certain eviction protections and created a mechanism to deploy \$2.6 billion in Federal Emergency Rental Assistance Program resources to assist struggling tenants and landlords impacted by the economic damage of COVID-19.

WHEREAS, SB 91 authorized the allocation of \$61,633,404 of the State's Federal Emergency Rental Assistance Program funds to the COUNTY if the COUNTY agreed to combine the COUNTY's \$57,267,219 direct Treasury Department Emergency Rental Assistance Program allocation with the State's SB 91 funds into an emergency rental assistance program, hereinafter "SB 91 Emergency Rental Assistance Program," that is consistent with the State's SB 91 guidelines

FEB 09 2021 3:28

1 pursuant to Health and Safety Code Section 50897.

2 WHEREAS, on February 9, 2021, in Minute Order X.XX, the Board of Supervisors accepted
3 the allocation of \$57,267,219 of Emergency Rental Assistance Program funding from the Treasury
4 Department, and accepted the \$61,633,404 allocation of SB 91 Emergency Rental Assistance
5 Program funding from the State, and approved the commencement of the \$118,900,623 SB 91
6 Emergency Rental Assistance Program, a countywide rental assistance and eviction prevention
7 program targeting income-qualified households impacted by the COVID-19 pandemic; and

8 WHEREAS, COUNTY has been determined SUBRECIPIENT is qualified to carry out
9 eviction prevention activities under the COUNTY's SB 91 Emergency Rental Assistance Program;
10 and

11 WHEREAS, SUBRECIPIENT has submitted, and COUNTY has accepted, a proposal to
12 receive funding through the SB 91 Emergency Rental Assistance Program to carry out DESCRIBE
13 activities within the REGION TBD.

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

15 1. PURPOSE. SUBRECIPIENT promises and agrees to undertake and assist with
16 COUNTY's SB 91 Emergency Rental Assistance Program activities by utilizing the sum of
17 \$XX,XXX,XXX, of SB 91 Emergency Rental Assistance Program funds, as specifically identified
18 in Exhibit A, which is attached hereto and incorporated herein by this reference.

19 2. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective
20 Date, as defined herein, and shall continue in full force and effect until August 1, 2021.

21 3. COMPLETION SCHEDULE. SUBRECIPIENT shall proceed consistent with Section
22 IV as set forth in Exhibit A.

23 4. EXTENSION OF TIME. Pursuant to the Consolidated Appropriations Act of 2021, the
24 COUNTY will not approve any requests for an extension.

25 5. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses for
26 the SB 91 Emergency Rental Assistance Program – Eviction Prevention funded activities covered
27 under the terms of this Agreement prior to receiving written authorization from COUNTY to
28 proceed.

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

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Heidi Marshall, Director	NAME
County of Riverside HHPWS	ORGANIZATION
3403 Tenth Street, Suite 300	ADDRESS
Riverside, CA 92501	CITY

18 7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall determine the
 19 final disbursement and distribution of all funds received by COUNTY under the SB 91 Emergency
 20 Rental Assistance Program – Eviction Prevention consistent with the provisions of Sections 1 and 2
 21 of this Agreement. COUNTY, through its Department of Housing, Homelessness Prevention, and
 22 Workforce Solutions (HHPWS) shall: (1) make payments of the grant funds to SUBRECIPIENT as
 23 set forth in Exhibit A, attached hereto, and (2) monitor the SB 91 Emergency Rental Assistance
 24 Program – Eviction Prevention activity to ensure compliance with applicable the COUNTY’s SB 91
 25 Emergency Rental Assistance Program guidelines, applicable federal regulations, and the terms of
 26 this Agreement.

27 8. PAYMENT OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT the sum
 28 specified in Section 1 through monthly funding advances or other COUNTY approved funding

1 advance schedule. The SUBRECIPIENT shall submit to the Director of Housing, Homelessness
2 Prevention, and Workforce Solutions, on or about the 26th of each month, in writing, a certified
3 statement, in a format acceptable to the COUNTY, that sets forth in detail the estimated expenditures
4 to be made for tenant rental assistance payments, direct program staffing, and other program related
5 expense including but not limited to: materials, supplies, marketing, travel, and indirect costs. If the
6 COUNTY elects to utilize monthly funding advances, the COUNTY will transfer the funds within
7 ten (10) days of receiving an approved funding advance request.

8 By the fifteenth (15th) of the subsequent month, SUBRECIPIENT shall submit a
9 certified statement, in a format acceptable to COUNTY, that details and provides any and all
10 supporting documentation requested for the exact expenditures paid through the SB 91 Emergency
11 Rental Assistance Program – Eviction Prevention funding advance and permit the COUNTY to
12 make its determination as to allowable costs.

13 In accordance with California Government Code Section 926.10, the COUNTY is not
14 permitted to pay excess interest of late charges.

15 9. RECORDS AND INSPECTIONS.

16 a. SUBRECIPIENT shall establish and maintain financial, programmatic,
17 statistical, and other supporting records of its operations and financial activities in accordance with
18 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
19 Awards (2 CFR Part 200) as it relates to the acceptance and use of federal funds under this
20 Agreement. Said records shall be retained for a period of three (3) years from the date that the activity
21 or program funded with the SB 91 Emergency Rental Assistance Program – Eviction Prevention is
22 closed out by the COUNTY and reported as complete to the Board of Supervisors. Exceptions to the
23 three-year retention period requirement, pursuant to 2 CFR 200.333 include the following:

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

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

28 b. SUBRECIPIENT shall maintain a separate account for SB 91 Emergency

1 Rental Assistance Program – Eviction Prevention funds received as set forth in Exhibit A.

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

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

12 10. COMPLIANCE WITH LAWS AND REGULATIONS. The SUBRECIPIENT shall
13 comply with all applicable federal, state and local laws, regulations and ordinances. By executing
14 this Agreement, the SUBRECIPIENT hereby certifies that it will adhere to and comply with the
15 following as they may be applicable to a SUBRECIPIENT of funds granted pursuant to the
16 Coronavirus Response and Relief Supplemental Appropriations Act of 2021:

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

1 provided by the County setting forth the provisions of this non-discrimination clause;

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

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

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

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

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

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

15 k. *Rights to Data and Copyrights*: Contractors and consultants agree to comply
16 with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part
17 27.404-3, Federal Acquisition Regulations (FAR).

18 l. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)
19 (42 U.S.C.A. 7401 *et seq.*) and the *Federal Water Pollution Control Act* (33 U.S.C.A. Section 1251
20 *et seq.*), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a
21 provision that requires the recipient to agree to comply with all applicable standards, orders or
22 regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401 *et seq.*) and the *Federal Water*
23 *Pollution Control Act* as amended (33 U.S.C.A. Section 1251 *et seq.*). Violations shall be reported
24 to HUD and the Regional Office of the Environmental Protection Agency (EPA).

25 m. *Anti-Lobbying Certification* (31 U.S.C.A. 1352): The language of the
26 certification set forth below shall be required in all contracts or subcontracts entered into in
27 connection with this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly.
28 This certification is a material representation of fact upon which reliance was placed when this

1 transaction was made or entered into. Submission of this certification is a prerequisite for making
2 or entering into this transaction imposed by. Section 1352, Title 31, U.S. code. Any person who
3 fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and
4 no more than \$100,000 for such failure.

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

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

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

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

27 o. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (41
28 U.S.C.A. Section 8101-8103) requires grantees (including individuals) of federal agencies, as a

1 prior condition of being awarded a grant, to certify that they will provide drug-free workplaces.
2 Each potential recipient must certify that it will comply with drug-free workplace requirements in
3 accordance with the Act and with HUD's rules at 2 CFR Part 2424.

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

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

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

23 s. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity
24 that is a state agency or agency of a political subdivision of a state and its contractors must comply
25 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.),
26 as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
27 include procuring only items designated in guidelines of the Environmental Protection Agency
28 (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,

1 consistent with maintaining a satisfactory level of competition, where the purchase price of the item
2 exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded
3 \$10,000; procuring solid waste management services in a manner that maximizes energy and
4 resource recovery; and establishing an affirmative procurement program for procurement of
5 recovered materials identified in the EPA guidelines.

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

9 12. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT shall indemnify
10 and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and
11 Departments, their respective directors, officers, Board of Supervisors, elected and appointed
12 officials, employees, agents and representatives from any liability whatsoever, based or asserted
13 upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or
14 representatives arising out of or in any way relating to this Agreement, including but not limited to
15 property damage, bodily injury, or death or any other element of any kind or nature whatsoever
16 arising from the performance of SUBRECIPIENT, its officers, agents, employees, subcontractors,
17 or representatives from this Agreement. SUBRECIPIENT shall defend, at its sole expense, all costs
18 and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements
19 or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

26 SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has
27 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for
28 the action or claim involved.

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

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

9 a. Workers' Compensation :

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

15 b. Commercial General Liability:

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

23 c. Vehicle Liability:

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

1 Additional Insured.

2 d. General Insurance Provisions - All lines:

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

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

16 (iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to
17 furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance
18 and certified original copies of Endorsements effecting coverage as required herein, and 2) if
19 requested to do so orally or in writing by the County Risk Manager, provide original Certified copies
20 of policies including all Endorsements and all attachments thereto, showing such insurance is in full
21 force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of
22 the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside
23 prior to any material modification, cancellation, expiration or reduction in coverage of such
24 insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage,
25 this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such
26 effective date, another properly executed original Certificate of Insurance and original copies of
27 endorsements or certified original policies, including all endorsements and attachments thereto
28 evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

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

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

9 (v). If, during the term of this Agreement or any extension thereof, there is a
10 material change in the scope of services; or, there is a material change in the equipment to be used
11 in the performance of the scope of or, the term of this Agreement, including any extensions thereof,
12 exceeds three (3) years, the COUNTY reserves the right to adjust the types of insurance required
13 under this Agreement and the monetary limits of liability for the insurance coverage's currently
14 required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of
15 insurance carried by the SUBRECIPIENT has become inadequate.

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

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

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

22 14. FEDERAL REQUIREMENTS. SUBRECIPIENT is to comply with those regulations
23 found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
24 Federal Awards (2 CFR Part 200).

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

27 16. INDEPENDENT CAPACITY. The SUBRECIPIENT is, for purposes relating to this
28 Agreement, an independent contractor and shall not be deemed an employee, officer, or agent of the

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

11 17. NONDISCRIMINATION. SUBRECIPIENT agrees to abide by and include in any
12 subcontracts to perform work under this Agreement, the following clause:

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

26 18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

27 a. SUBRECIPIENT and its assigns, employees, agents, consultants, officers and
28 elected and appointed officials shall become familiar with and shall comply with the Uniform

1 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
2 Part 200).

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

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

9 d. No covered persons who exercise or have exercised any functions or
10 responsibilities with respect to SB 91 Emergency Rental Assistance Program – Eviction Prevention
11 assisted activities, or who are in a position to participate in a decision-making process or gain inside
12 information with regard to such activities, may obtain a financial interest in any contract, or have a
13 financial interest in any contract, subcontract, or agreement with respect to activities assisted with
14 the SB 91 Emergency Rental Assistance Program funding, or with respect to the proceeds from
15 activities assisted with SB 91 Emergency Rental Assistance Program – Eviction Prevention funding,
16 either for themselves or those with whom they have business or immediate family ties, during their
17 tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person”
18 includes any person who is an employee, agent, consultant, officer, or elected or appointed official
19 of the Grantee, the Subrecipient, or any designated public agency.

20 e. SUBRECIPIENT understands and agrees that no waiver or exception can be
21 granted to the prohibition against conflict of interest except upon written approval of COUNTY.

22 f. Prior to any funding under this Agreement, SUBRECIPIENT shall provide
23 COUNTY with a list of all employees, agents, consultants, officers and elected and appointed
24 officials who are in a position to participate in a decision-making process, exercise any functions or
25 responsibilities, or gain inside information with respect to the SB 91 Emergency Rental Assistance
26 Program – Eviction Prevention activities funded under this Agreement. SUBRECIPIENT shall also
27 promptly disclose to COUNTY any potential conflict, including even the appearance of conflict,
28 that may arise with respect to the SB 91 Emergency Rental Assistance Program activities funded

1 taken and the reason for such actions including but not limited to the following reasons:

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

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

7 (3) In the event the Treasury Department Emergency Rental Assistance
8 Program funding is terminated or otherwise becomes unavailable.

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

16 d. Upon expiration of this Agreement, the SUBRECIPIENT shall transfer to the
17 COUNTY any SB 91 Emergency Rental Assistance Program – Eviction Prevention funding on hand
18 at the time of expiration of the Agreement as well as any accounts receivable held by
19 SUBRECIPIENT which are attributable to the use of SB 91 Emergency Rental Assistance Program
20 funds awarded pursuant to this Agreement.

21 21. PUBLICITY. Any publicity generated by SUBRECIPIENT for the project funded
22 pursuant to this Agreement, during the term of this Agreement, will make reference to the
23 contribution of the COUNTY and the SB 91 Emergency Rental Assistance Program.

24 22. PROGRAM MONITORING AND EVALUATION. SUBRECIPIENT shall be
25 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of
26 this Agreement and the effective and efficient achievement of the goals of the COUNTY's SB 91
27 Emergency Rental Assistance Program – Eviction Prevention, as set forth in Exhibit A, attached
28 hereto. SUBRECIPIENT shall be monitored and evaluated in terms of its effectiveness and timely

1 compliance with the provisions of this Agreement. Monthly reports shall be due on the twentieth
2 (20th) day of each month. The monthly written reports shall include, but shall not be limited to the
3 following data elements:

4 a. Title of program, listing of components, description of activities/operations.

5 b. The projected goals, indicated numerically, and also the goals achieved (for
6 each report period). In addition, identify by percentage and description, the progress achieved
7 towards meeting the specified goals; additionally, identify any problems encountered in meeting
8 goals.

9 c. The total number of households assisted:

- 10 • total applications received;
- 11 • total applications approved;
- 12 • total households assisted with SB 91 ERAP funding that are 30%
13 AMI or below;
- 14 • total households assisted with SB 91 ERAP funding that are
15 between 30% AMI and 50% AMI;
- 16 • total households assisted with SB 91 ERAP funding that are
17 between 50% and 80% AMI;
- 18 • description of Eviction Prevention services provided to each
19 household;
- 20 • households demonstrating a risk of experiencing homelessness or
21 housing instability;
- 22 • households qualifying for unemployment benefits or experienced
23 financial hardship due, directly or indirectly, to the pandemic; and
- 24 • households with household members who are currently
25 unemployed and have been unemployed for 90 or more days;

26 d. The location of assisted households by city or unincorporated community

27 e. The employment sector of the head of household and co-head of household

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

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

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

14 26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of funding
15 pursuant to this Agreement is the Emergency Rental Housing Program pursuant to the Consolidated
16 Appropriations Act of 2021 (CFDA 21.023).

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

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

26 29. WAIVER. Failure by a party to insist upon the strict performance of any of the
27 provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon
28 the default of the other party, shall not constitute a waiver of such party's right to insist and demand

1 strict compliance by the other party with the terms of this Agreement thereafter.

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

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

11 32. EFFECTIVE DATE. The effective date of this Agreement is the date the parties sign
12 the Agreement. If the parties sign the Agreement on more than one date, then the last date the
13 Agreement is signed by a party shall be the effective date.

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

17 34. FORCE MAJEURE.

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

26 b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the
27 period of the enforced delay and shall commence to run from the time of the commencement of the
28 cause, if notice by the party claiming such extension is sent to the other party within thirty (30)

1 calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing,
2 none of the foregoing events shall constitute a Force Majeure Delay unless and until the party
3 claiming such delay and interference delivers to the other party written notice describing the event,
4 its cause, when and how such party obtained knowledge, the date the event commenced, and the
5 estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such
6 written notice within thirty (30) calendar days after it obtains knowledge of the event.

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

10 36. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended
11 only by a writing signed by the duly authorized and empowered representatives of COUNTY and
12 SUBRECIPIENT, respectively.

13
14
15 SIGNATURES ON FOLLOWING PAGE
16
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1 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth
2 below.

3
4 COUNTY OF RIVERSIDE,
5 a political subdivision of the
6 State of California

ORGANIZATION,
a California non-profit public benefit corporation

7 BY: _____

BY: _____

8 Name: NAME

9 Title: TITLE

10
11 Date: _____

Date: _____

12
13 APPROVED AS TO FORM:
14 Gregory Priamos, County Counsel

15
16 By: _____
17 Amrit P. Dhillon,
18 Deputy County Counsel

EXHIBIT A

**RIVERSIDE COUNTY SB 91 EMERGENCY RENTAL ASSISTANCE
PROGRAM – EVECITION PREVENTION
SUBRECIPIENT’S AGREEMENT SCOPE OF WORK**

I. GENERAL INFORMATION

SUBRECIPIENT NAME: _____ **DUNS #:** _____

ADDRESS:

PROGRAM CONTACTS:

PHONE: _____ **FAX:** _____

E-MAIL: _____

PROJECT NAME: SB 91 Emergency Rental Assistance Program – Eviction Prevention

PROJECT LOCATION: (Service Area Map attached)

PROJECT FUNDING SUMMARY: \$000,000

II. SCOPE OF SERVICE

A. Activities

Subrecipient will be responsible for administering a SB 91Emergency Rental Assistance Program – Eviction Prevention grant in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds.

Subrecipient shall use funding awarded under the Riverside County Emergency Rental Assistance Program – Eviction Prevention funding to provide **DESCRIBE FUNDED ACTIVITIES**. Subrecipient shall adhere to both the SB 91 Emergency Rental Assistance Program and U.S. Treasury Department eligibility guidelines including household income limit of 80% AMI for Riverside County (**Table 1**).

EXHIBIT A

B. Levels of Accomplishment – Goals and Performance Measures

Subrecipient anticipates serving up to 000 households based upon \$000,000 of SB 91 Emergency Rental Assistance Program – Eviction Prevention funding:

March	April	May	June	July	August
000	000	000	000	000	000

C. Subrecipient Capacity

By executing this Subrecipient Agreement, the Subrecipient certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with the SB 91 Emergency Rental Assistance Program – Eviction Prevention funds. Subrecipient shall immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact Subrecipient’s performance under this Agreement. Any changes in the above items are subject to the prior approval of the County.

D. Performance Monitoring

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

E. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$000,000**. Funding for the Agreement is derived from the County’s direct U.S. Treasury Emergency Rental Assistance Program allocation.

Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The County may require more detailed budget information, and Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by County.

EXPENSE CATEGORY	BUDGET
Eviction Prevention Services	\$000,000
Administration and Program Delivery Costs	\$000,000
TOTAL BUDGET	\$000,000

EXHIBIT A

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

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

B. Cost Principles

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

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken complies with the guidelines of the U.S. Treasury Emergency Rental Assistance program;
- iii. Tenant requesting assistance under the SB 91 Emergency Rental Assistance Program – Eviction Prevention;
- iv. Records required to determine the eligibility of activities including household income and size and COVID19 impact; and
- v. Financial records as required by 2 CFR 200.

2. Records Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Assisted Tenant Household Data

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

EXHIBIT A

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such persons receiving service.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over SB 91 Emergency Rental Assistance Program – Eviction Prevention funding, including program income.

6. Audits & Inspections

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

IV. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

- a. Subrecipient shall complete and maintain detailed records for every household applying for but not receiving Riverside County Emergency Rental Assistance Program – Eviction Prevention assistance and shall submit records to County upon request.
- b. Subrecipient shall complete and maintain detailed records for every household assisted under the SB 91 Emergency Rental Assistance – Eviction Prevention program and shall submit records to County monthly. The records must conform to U.S. Treasury Department requirements including the following:
 1. the number of eligible households that receive assistance;
 2. the acceptance rate of applicants for assistance;
 3. the type or types of assistance provided to each eligible household;
 4. household income level, with such information disaggregated for households with income that-
 - a. does not exceed 30 percent (30%) of the area median income for the household

EXHIBIT A

- b. exceeds 30 percent but does not exceed 50 percent (50%) of the area median income for the household
 - c. exceeds 50 percent but does not exceed 80percent (80%) of area median income for the household; and
5. Disaggregation: each report under this subsection shall disaggregate the information relating to households provided by the gender, race, and ethnicity of the primary applicant for assistance in such households.
- c. Subrecipient shall maintain and submit to County detailed records of every expense incurred in carrying out the SB 91 Emergency Rental Assistance Program – Eviction Prevention activities and shall submit to County upon request.
 - d. Subrecipient shall submit to County by the 15th of each month a summary of all outreach and marketing efforts performed by Subrecipient during the previous month.
 - e. Subrecipient shall not institute additional programmatic requirements that may inhibit participation in the program, as provided in the State’s Health and Safety Code. This prohibition shall include the following:
 1. Documentation requirements that intentionally or unintentionally result in discrimination against protected classes, including documentation formats that are inaccessible to persons with a disability
 2. Requirements that de facto require legal resident status
 3. Documentation standards that disadvantage vulnerable populations, such as requiring driver’s licenses, formal leases, or documentation of citizenship
 4. Application or documentation requirements that collect unnecessary information, such as personally identifying information from the tenant household in excess of the minimum information required to validate the application and prevent fraud
 5. Participation requirements that demand households open bank accounts with a specific financial institution to be eligible for receipt of funds
 - f. **DUPLICATION OF BENEFITS**: Subrecipient must ensure, to the extent feasible, that any SB 91 Emergency Rental Assistance Program-Eviction Prevention assistance provided to an eligible household is not duplicative of any other Federal or State-funded assistance provided to that eligible household.

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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**SUBRECIPIENT'S AGREEMENT
FOR THE USE OF RIVERSIDE COUNTY
EMERGENCY RENTAL ASSISTANCE PROGRAM FUNDING –
EVICTON PREVENTION SERVICES**

This Subrecipient's Agreement ("Agreement"), for the use of U.S. Department of the Treasury ("Treasury Department") Emergency Rental Assistance funding under the Consolidated Appropriations Act of 2021 (Division N, Title V, Section 501, Public Law 116-260), herein after "Emergency Rental Assistance Program," is made and entered into as of the Effective Date (defined herein), by and between, County of Riverside of the State of California, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and NAME, a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH:

WHEREAS, the Consolidated Appropriations Act of 2021, provides that Emergency Rental Assistance Program grant funds grant may be used to assist eligible tenants pay current and past-due rent, utilities, home energy costs, and other expenses related to housing, including eviction prevention, incurred as a result of COVID-19; and

WHEREAS, COUNTY has received an allocation of Emergency Rental Assistance funding from the Treasury Department, and on February 9, 2021, in Minute Order X.XX, the Board of Supervisors approved the allocation of \$57,267,219 of Emergency Rental Assistance funding for the Riverside County Emergency Rental Assistance Program, a countywide rental assistance and eviction prevention program targeting income-qualified households impacted by the COVID-19 pandemic; and

WHEREAS, COUNTY has been determined SUBRECIPIENT is qualified to carry out eviction prevention activities under the COUNTY's Riverside County Emergency Rental Assistance Program; and

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1 WHEREAS, SUBRECIPIENT has submitted, and COUNTY has accepted, a proposal to
2 receive funding through the Riverside County Emergency Rental Assistance Program to carry out
3 DESCRIBE activities within the REGION TBD.

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

5 1. PURPOSE. SUBRECIPIENT promises and agrees to undertake and assist with
6 COUNTY's Riverside County Emergency Rental Assistance Program activities by utilizing the sum
7 of \$XX,XXX,XXX, of Emergency Rental Assistance Program funds, as specifically identified in
8 Exhibit A, which is attached hereto and incorporated herein by this reference.

9 2. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective
10 Date, as defined herein, and shall continue in full force and effect until September 1, 2021.

11 3. COMPLETION SCHEDULE. SUBRECIPIENT shall proceed consistent with Section
12 IV as set forth in Exhibit A.

13 4. EXTENSION OF TIME. Pursuant to the Consolidated Appropriations Act of 2021, the
14 COUNTY will not approve any requests for an extension.

15 5. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses for
16 the Emergency Rental Assistance Program – Eviction Prevention funded activities covered under
17 the terms of this Agreement prior to receiving written authorization from COUNTY to proceed.

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

1 respective parties as follows:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Heidi Marshall, Director	NAME
County of Riverside HHPWS	ORGANIZATION
3403 Tenth Street, Suite 300	ADDRESS
Riverside, CA 92501	CITY

7 7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall determine the
8 final disbursement and distribution of all funds received by COUNTY under the Emergency Rental
9 Assistance Program – Eviction Prevention consistent with the provisions of Sections 1 and 2 of this
10 Agreement. COUNTY, through its Department of Housing, Homelessness Prevention, and
11 Workforce Solutions (HHPWS) shall: (1) make payments of the grant funds to SUBRECIPIENT as
12 set forth in Exhibit A, attached hereto, and (2) monitor the Emergency Rental Assistance Program
13 – Eviction Prevention activity to ensure compliance with applicable the COUNTY's Emergency
14 Rental Assistance Program guidelines, applicable federal regulations, and the terms of this
15 Agreement.

16 8. PAYMENT OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT the sum
17 specified in Section 1 through monthly funding advances or other COUNTY approved funding
18 advance schedule. The SUBRECIPIENT shall submit to the Director of Housing, Homelessness
19 Prevention, and Workforce Solutions, on or about the 26th of each month, in writing, a certified
20 statement, in a format acceptable to the COUNTY, that sets forth in detail the estimated expenditures
21 to be made for tenant rental assistance payments, direct program staffing, and other program related
22 expense including but not limited to: materials, supplies, marketing, travel, and indirect costs. If the
23 COUNTY elects to utilize monthly funding advances, the COUNTY will transfer the funds within
24 ten (10) days of receiving an approved funding advance request.

25 By the fifteenth (15th) of the subsequent month, SUBRECIPIENT shall submit a
26 certified statement, in a format acceptable to COUNTY, that details and provides any and all
27 supporting documentation requested for the exact expenditures paid through the Riverside County
28 Emergency Rental Assistance Program – Eviction Prevention funding advance and permit the

1 COUNTY to make its determination as to allowable costs.

2 In accordance with California Government Code Section 926.10, the COUNTY is not
3 permitted to pay excess interest of late charges.

4 9. RECORDS AND INSPECTIONS.

5 a. SUBRECIPIENT shall establish and maintain financial, programmatic,
6 statistical, and other supporting records of its operations and financial activities in accordance with
7 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
8 Awards (2 CFR Part 200) as it relates to the acceptance and use of federal funds under this
9 Agreement. Said records shall be retained for a period of three (3) years from the date that the activity
10 or program funded with the Riverside County Emergency Rental Assistance Program – Eviction
11 Prevention is closed out by the COUNTY and reported as complete to the Board of Supervisors.
12 Exceptions to the three-year retention period requirement, pursuant to 2 CFR 200.333 include the
13 following:

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

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

18 b. SUBRECIPIENT shall maintain a separate account for Riverside County
19 Emergency Rental Assistance Program – Eviction Prevention funds received as set forth in Exhibit A.

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

27 d. SUBRECIPIENT shall, during normal business hours make available to
28 COUNTY and to authorized Federal Agencies for examination and copying all of its records and

1 other materials with respect to matters covered by this Agreement.

2 10. COMPLIANCE WITH LAWS AND REGULATIONS. The SUBRECIPIENT shall
3 comply with all applicable federal, state and local laws, regulations and ordinances. By executing
4 this Agreement, the SUBRECIPIENT hereby certifies that it will adhere to and comply with the
5 following as they may be applicable to a SUBRECIPIENT of funds granted pursuant to the
6 Coronavirus Response and Relief Supplemental Appropriations Act of 2021:

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

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

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

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

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

1 program;

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

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

5 k. *Rights to Data and Copyrights*: Contractors and consultants agree to comply
6 with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part
7 27.404-3, Federal Acquisition Regulations (FAR).

8 l. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)
9 (42 U.S.C.A. 7401 *et seq.*) and the *Federal Water Pollution Control Act* (33 U.S.C.A. Section 1251
10 *et seq.*), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a
11 provision that requires the recipient to agree to comply with all applicable standards, orders or
12 regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401 *et seq.*) and the *Federal Water*
13 *Pollution Control Act* as amended (33 U.S.C.A. Section 1251 *et seq.*). Violations shall be reported
14 to HUD and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

1 continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or
2 cooperative agreement;

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

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

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

22 p. *Access to Records and Records Retention:* The Subrecipient or Contractor, and
23 any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County
24 officials or authorized representatives access to the work area, as well as all books, documents,
25 materials, papers, and records of the Subrecipient or Contractor, and any sub-consultants or sub-
26 contractors, that are directly pertinent to a specific program for the purpose of making audits,
27 examinations, excerpts, and transcriptions. The Subrecipient or Contractor, and any sub-consultants
28 or sub-contractors, further agree to maintain and keep such books, documents, materials, papers,

1 and records, on a current basis, recording all transactions pertaining to this agreement in a form in
2 accordance with generally acceptable accounting principles. All such books and records shall be
3 retained for such periods of time as required by law, provided, however, notwithstanding any
4 shorter periods of retention, all books, records, and supporting detail shall be retained for a period
5 of at least four (4) years after the expiration of the term of this Agreement.

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

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

13 s. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity
14 that is a state agency or agency of a political subdivision of a state and its contractors must comply
15 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.),
16 as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
17 include procuring only items designated in guidelines of the Environmental Protection Agency
18 (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,
19 consistent with maintaining a satisfactory level of competition, where the purchase price of the item
20 exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded
21 \$10,000; procuring solid waste management services in a manner that maximizes energy and
22 resource recovery; and establishing an affirmative procurement program for procurement of
23 recovered materials identified in the EPA guidelines.

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

27 12. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT shall indemnify
28 and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and

1 Departments, their respective directors, officers, Board of Supervisors, elected and appointed
2 officials, employees, agents and representatives from any liability whatsoever, based or asserted
3 upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or
4 representatives arising out of or in any way relating to this Agreement, including but not limited to
5 property damage, bodily injury, or death or any other element of any kind or nature whatsoever
6 arising from the performance of SUBRECIPIENT, its officers, agents, employees, subcontractors,
7 or representatives from this Agreement. SUBRECIPIENT shall defend, at its sole expense, all costs
8 and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements
9 or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

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

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

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

27 a. Workers' Compensation:

28 If the SUBRECIPIENT has employees as defined by the State of California, the

1 SUBRECIPIENT shall maintain statutory Workers' Compensation Insurance (Coverage A) as
2 prescribed by the laws of the State of California. Policy shall include Employers' Liability
3 (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per
4 accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

5 b. Commercial General Liability:

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

13 c. Vehicle Liability:

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

20 d. General Insurance Provisions - All lines:

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

26 (ii). The SUBRECIPIENT'S insurance carrier(s) must declare its insurance self-
27 insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions
28 shall have the prior written consent of the County Risk Manager before the commencement of

1 operations under this Agreement. Upon notification of self-insured retention unacceptable to the
2 COUNTY, and at the election of the County's Risk Manager, SUBRECIPIENT'S carriers shall
3 either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the
4 COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations,
5 claims administration, and defense costs and expenses.

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

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

27 (v). If, during the term of this Agreement or any extension thereof, there is a
28 material change in the scope of services; or, there is a material change in the equipment to be used

1 in the performance of the scope of or, the term of this Agreement, including any extensions thereof,
2 exceeds three (3) years, the COUNTY reserves the right to adjust the types of insurance required
3 under this Agreement and the monetary limits of liability for the insurance coverage's currently
4 required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of
5 insurance carried by the SUBRECIPIENT has become inadequate.

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

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

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

12 14. FEDERAL REQUIREMENTS. SUBRECIPIENT is to comply with those regulations
13 found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
14 Federal Awards (2 CFR Part 200).

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

17 16. INDEPENDENT CAPACITY. The SUBRECIPIENT is, for purposes relating to this
18 Agreement, an independent contractor and shall not be deemed an employee, officer, or agent of the
19 COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its
20 employees, agents and subcontractor's) shall in no event be entitled to any benefits to which the
21 COUNTY employees are entitled, including but not limited to overtime, any retirement benefits,
22 worker's compensation benefits, and injury leave or other leave benefits. There shall be no
23 employer-employee relationship between the parties; and the SUBRECIPIENT shall hold the
24 COUNTY harmless from any and all claims that may be made against the COUNTY based upon
25 any contention by a third party that an employer-employee relationship exists by reason of this
26 Agreement. It is further understood and agreed by the Parties that the SUBRECIPIENT in the
27 performance of this Agreement is subject to the control or direction of the COUNTY merely as to
28 the results to be accomplished and not as to the means and methods for accomplishing the results.

1 17. NONDISCRIMINATION. SUBRECIPIENT agrees to abide by and include in any
2 subcontracts to perform work under this Agreement, the following clause:

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

16 18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

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

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

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

27 d. No covered persons who exercise or have exercised any functions or
28 responsibilities with respect to Riverside County Emergency Rental Assistance Program – Eviction

1 Prevention assisted activities, or who are in a position to participate in a decision-making process or
2 gain inside information with regard to such activities, may obtain a financial interest in any contract,
3 or have a financial interest in any contract, subcontract, or agreement with respect to activities
4 assisted with the Riverside County Emergency Rental Assistance Program funding, or with respect
5 to the proceeds from activities assisted with Riverside County Emergency Rental Assistance
6 Program – Eviction Prevention funding, either for themselves or those with whom they have
7 business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For
8 purposes of this paragraph, a “covered person” includes any person who is an employee, agent,
9 consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any
10 designated public agency.

11 e. SUBRECIPIENT understands and agrees that no waiver or exception can be
12 granted to the prohibition against conflict of interest except upon written approval of COUNTY.

13 f. Prior to any funding under this Agreement, SUBRECIPIENT shall provide
14 COUNTY with a list of all employees, agents, consultants, officers and elected and appointed
15 officials who are in a position to participate in a decision-making process, exercise any functions or
16 responsibilities, or gain inside information with respect to the Riverside County Emergency Rental
17 Assistance Program – Eviction Prevention activities funded under this Agreement. SUBRECIPIENT
18 shall also promptly disclose to COUNTY any potential conflict, including even the appearance of
19 conflict, that may arise with respect to the Riverside County Emergency Rental Assistance Program
20 activities funded under this Agreement.

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

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

25 a. No federally appropriated funds have been paid or will be paid, by or on behalf
26 of the undersigned, to any person for influencing or attempting to influence an officer or employee
27 of any agency, a member of Congress, an officer or employee of Congress, or an employee of a
28 member of Congress in connection with the awarding of any federal contract, the making of any

1 federal grant, the making of any federal loan, the entering into of any cooperative agreement, and
2 the extension, continuation, renewal, amendment, or modification of any federal contract, grant,
3 loan, or cooperative agreement.

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

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

15 20. TERMINATION.

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

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

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

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

26 (3) In the event the Treasury Department Emergency Rental Assistance
27 Program funding is terminated or otherwise becomes unavailable.

28 c. This Agreement may be terminated and/or funding suspended, in whole or in

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

7 d. Upon expiration of this Agreement, the SUBRECIPIENT shall transfer to the
8 COUNTY any Riverside County Emergency Rental Assistance Program – Eviction Prevention
9 funding on hand at the time of expiration of the Agreement as well as any accounts receivable held
10 by SUBRECIPIENT which are attributable to the use of Riverside County Emergency Rental
11 Assistance Program funds awarded pursuant to this Agreement.

12 21. PUBLICITY. Any publicity generated by SUBRECIPIENT for the project funded
13 pursuant to this Agreement, during the term of this Agreement, will make reference to the
14 contribution of the COUNTY and the Riverside County Emergency Rental Assistance Program.

15 22. PROGRAM MONITORING AND EVALUATION. SUBRECIPIENT shall be
16 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of
17 this Agreement and the effective and efficient achievement of the goals of the COUNTY's Riverside
18 County Emergency Rental Assistance Program – Eviction Prevention, as set forth in Exhibit A,
19 attached hereto. SUBRECIPIENT shall be monitored and evaluated in terms of its effectiveness and
20 timely compliance with the provisions of this Agreement. Monthly reports shall be due on the
21 twentieth (20th) day of each month. The monthly written reports shall include, but shall not be limited
22 to the following data elements:

23 a. Title of program, listing of components, description of activities/operations.
24 b. The projected goals, indicated numerically, and also the goals achieved (for
25 each report period). In addition, identify by percentage and description, the progress achieved
26 towards meeting the specified goals; additionally, identify any problems encountered in meeting
27 goals.

28 c. The total number of households assisted:

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- Total applications received;
- Total applications approved;
- Total households assisted with RCERAP funding that are below 30% AMI;
- Total households assisted with RCERAP funding that are between 30% AMI and 50% AMI;
- Total households assisted with RCERAP funding that are between 50% and 80% AMI;
- Describe the Eviction Prevention services provided to each household;
- Households demonstrating a risk of experiencing homelessness or housing instability;
- Households qualifying for unemployment benefits or experienced financial hardship due, directly or indirectly, to the pandemic; and
- Households with household members who are currently unemployed and have been unemployed for 90 or more days;

- d. The location of assisted households by city or unincorporated community
- e. The employment sector of the head of household and co-head of household

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

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

25. MINISTERIAL ACTS. The Director of the COUNTY’s Department of Housing,

1 Homelessness Prevention, and Workforce Solutions or designee(s) are authorized to take such
2 ministerial actions as may be necessary or appropriate to implement the terms, provisions, and
3 conditions of this Agreement as it may be amended from time to time by COUNTY.

4 26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of funding
5 pursuant to this Agreement is the Emergency Rental Housing Program pursuant to the Consolidated
6 Appropriations Act of 2021 (CFDA 21.023).

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

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

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

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

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

1 32. EFFECTIVE DATE. The effective date of this Agreement is the date the parties sign
2 the Agreement. If the parties sign the Agreement on more than one date, then the last date the
3 Agreement is signed by a party shall be the effective date.

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

7 34. FORCE MAJEURE.

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

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

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

1 36. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended
2 only by a writing signed by the duly authorized and empowered representatives of COUNTY and
3 SUBRECIPIENT, respectively.

4 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth
5 below.

6
7 COUNTY OF RIVERSIDE,
8 a political subdivision of the
9 State of California

ORGANIZATION,
a California non-profit public benefit corporation

10 BY: _____

BY: _____

11 Name: NAME

12 Title: TITLE

13
14 Date: _____

Date: _____

15
16 APPROVED AS TO FORM:
17 Gregory Priamos, County Counsel

18
19 By: _____
20 Amrit P. Dhillon,
21 Deputy County Counsel

EXHIBIT A

**RIVERSIDE COUNTY EMERGENCY RENTAL ASSISTANCE PROGRAM
EVICITION PREVENTION
SUBRECIPIENT'S AGREEMENT SCOPE OF WORK**

I. GENERAL INFORMATION

SUBRECIPIENT NAME: _____ **DUNS #:** _____

ADDRESS:

PROGRAM CONTACTS:

PHONE: _____ **FAX:** _____

E-MAIL: _____

PROJECT NAME: Riverside County Emergency Rental Assistance Program – Eviction Prevention

PROJECT LOCATION: (Service Area Map attached)

PROJECT FUNDING SUMMARY: \$000,000

II. SCOPE OF SERVICE

A. Activities

Subrecipient will be responsible for administering a Riverside County Emergency Rental Assistance Program – Eviction Prevention grant in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds.

NAME shall use funding awarded under the Riverside County Emergency Rental Assistance Program – Eviction Prevention funding to provide **DESCRIBE FUNDED ACTIVITIES**. Subrecipient shall adhere to both the Riverside County Emergency Rental Assistance Program and U.S. Treasury Department eligibility guidelines including household income limit of 80% AMI for Riverside County (**Table 1**).

EXHIBIT A

B. Levels of Accomplishment – Goals and Performance Measures

Subrecipient anticipates serving up to 000 households based upon \$000,000 of Riverside County Emergency Rental Assistance Program – Eviction Prevention funding:

March	April	May	June	July	August
000	000	000	000	000	000

C. Subrecipient Capacity

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

D. Performance Monitoring

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

E. Program Budget

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

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

EXPENSE CATEGORY	BUDGET
Eviction Prevention Services	\$000,000
Administration and Program Delivery Costs	\$000,000
TOTAL BUDGET	\$000,000

EXHIBIT A

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

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

B. Cost Principles

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

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken complies with the guidelines of the U.S. Treasury Emergency Rental Assistance program;
- iii. Tenant requesting assistance under the Riverside County Emergency Rental Assistance Program – Eviction Prevention;
- iv. Records required to determine the eligibility of activities including household income and size and COVID19 impact; and
- v. Financial records as required by 2 CFR 200.

2. Records Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Assisted Tenant Household Data

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

EXHIBIT A

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such persons receiving service.

5. Close-outs

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

6. Audits & Inspections

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

IV. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

- a. Subrecipient shall complete and maintain detailed records for every household applying for but not receiving Riverside County Emergency Rental Assistance Program – Eviction Prevention assistance and shall submit records to County upon request.
- b. Subrecipient shall complete and maintain detailed records for every household assisted under the Riverside County Emergency Rental Assistance – Eviction Prevention program and shall submit records to County monthly. The records must conform to U.S. Treasury Department requirements including the following:
 1. the number of eligible households that receive assistance;
 2. the acceptance rate of applicants for assistance;
 3. the type or types of assistance provided to each eligible household;
 4. household income level, with such information disaggregated for households with income that-

EXHIBIT A

- a. does not exceed 30 percent (30%) of the area median income for the household
 - b. exceeds 30 percent but does not exceed 50 percent (50%) of the area median income for the household
 - c. exceeds 50 percent but does not exceed 80percent (80%) of area median income for the household; and
5. Disaggregation: each report under this subsection shall disaggregate the information relating to households provided by the gender, race, and ethnicity of the primary applicant for assistance in such households.
- c. Subrecipient shall maintain and submit to County detailed records of every expense incurred in carrying out the Riverside County Emergency Rental Assistance Program – Eviction Prevention activities and shall submit to County upon request.
 - d. Subrecipient shall submit to County by the 15th of each month a summary of all outreach and marketing efforts performed by Subrecipient during the previous month.
 - e. **DUPLICATION OF BENEFITS**: Subrecipient must ensure, to the extent feasible, that any Riverside County Emergency Rental Assistance Program-Eviction Prevention assistance provided to an eligible household is not duplicative of any other Federal or State-funded assistance provided to that eligible household.

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3 **SUBRECIPIENT'S AGREEMENT**
4 **FOR THE USE OF RIVERSIDE COUNTY**
5 **SB 91 EMERGENCY RENTAL ASSISTANCE PROGRAM FUNDING**

6 This Subrecipient's Agreement ("Agreement"), for the use of U.S. Department of the Treasury
7 ("Treasury Department") Emergency Rental Assistance Program funding under the Consolidated
8 Appropriations Act of 2021 (Division N, Title V, Section 501, Public Law 116-260), herein after
9 "Emergency Rental Assistance Program," is made and entered into as of the Effective Date (defined
10 herein), by and between, County of Riverside of the State of California, a political subdivision of
11 the State of California, hereinafter referred to as "COUNTY", and NAME, a California non-profit
12 corporation, hereinafter referred to as "SUBRECIPIENT".

13 W I T N E S S E T H:

14 WHEREAS, the Consolidated Appropriations Act of 2021, provides that Emergency Rental
15 Assistance Program grant funds grant may be used to assist eligible tenants pay current and past-
16 due rent, utilities, home energy costs, and other expenses related to housing, including eviction
17 prevention, incurred as a result of COVID-19; and

18 WHEREAS, the COUNTY and the State of California received direct allocations of Treasury
19 Department Emergency Rental Assistance Program funds; and

20 WHEREAS, on January 28, 2021, Governor Newsom signed into law the COVID-19 Tenant
21 Relief Act ("SB 91"). SB 91 extended certain eviction protections and created a mechanism to
22 deploy \$2.6 billion in Federal Emergency Rental Assistance Program resources to assist struggling
23 tenants and landlords impacted by the economic damage of COVID-19.

24 WHEREAS, SB 91 authorized the allocation of \$61,633,404 of the State's Treasury
25 Department Emergency Rental Assistance Program funds to the COUNTY if the COUNTY agreed
26 to combine the COUNTY's \$57,267,219 direct Treasury Department Emergency Rental Assistance
27 Program allocation with the State's SB 91 funds into an emergency rental assistance program,
28 hereinafter "SB 91 Emergency Rental Assistance Program," that is consistent with the State's SB
91 guidelines pursuant to Health and Safety Code Section 50897.

1 WHEREAS, on February 9, 2021, in Minute Order XXXX, the Board of Supervisors accepted
2 the allocation of \$57,267,219 of Emergency Rental Assistance Program funding from the Treasury
3 Department, and accepted the \$61,633,404 allocation of SB 91 Emergency Rental Assistance
4 Program funding from the State, and approved the commencement of the \$118,900,623 SB 91
5 Emergency Rental Assistance Program, a countywide rental assistance and eviction prevention
6 program targeting income-qualified households impacted by the COVID-19 pandemic; and

7 WHEREAS, COUNTY has been determined SUBRECIPIENT is qualified to carry out the
8 necessary program and administrative activities under the SB-91 Emergency Rental Assistance
9 Program; and

10 WHEREAS, SUBRECIPIENT has submitted, and COUNTY has accepted, a proposal to
11 receive funding through the SB 91 Emergency Rental Assistance Program to carry out activities
12 within the Region to be Determined; and

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

14 1. PURPOSE. SUBRECIPIENT promises and agrees to undertake and assist with
15 COUNTY's SB 91 Emergency Rental Assistance Program activities by utilizing the sum of
16 \$XX,XXX,XXX, of SB 91 Emergency Rental Assistance Program funds, as specifically identified
17 in Exhibit A, which is attached hereto and incorporated herein by this reference.

18 2. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective
19 Date, as defined herein, and shall continue in full force and effect until August 1, 2021.

20 3. COMPLETION SCHEDULE. SUBRECIPIENT shall proceed consistent with Section
21 IV as set forth in Exhibit A.

22 4. EXTENSION OF TIME. Pursuant to the Consolidated Appropriations Act of 2021 and
23 the COVID-19 Tenant Relief Act, the COUNTY will not approve any requests for an extension.

24 5. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses for
25 the SB 91 Emergency Rental Assistance Program funded project/activity covered under the terms
26 of this Agreement prior to receiving written authorization from COUNTY to proceed.

27 6. NOTICES. Each notice, request, demand, consent, approval or other
28 communication (hereinafter in this Section referred to collectively as "notices" and referred to singly

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

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Heidi Marshall, Director	_____
County of Riverside HHPWS	_____
3403 Tenth Street, Suite 300	_____
Riverside, CA 92501	_____

16 7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall determine the
17 final disbursement and distribution of all funds received by COUNTY under the SB 91 Emergency
18 Rental Assistance Program consistent with the provisions of Sections 1 and 2 of this Agreement.
19 COUNTY, through its Department of Housing, Homelessness Prevention, and Workforce Solutions
20 (HHPWS) shall: (1) make payments of the grant funds to SUBRECIPIENT as set forth in Exhibit
21 A, attached hereto, and (2) monitor the SB 91 Emergency Rental Assistance Program activity to
22 ensure compliance with applicable the COUNTY's SB 91 Emergency Rental Assistance Program
23 guidelines, applicable federal regulations, and the terms of this Agreement.

24 8. PAYMENT OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT the sum
25 specified in Section 1 through monthly funding advances or other COUNTY approved funding
26 advance schedule. The SUBRECIPIENT shall submit to the Director of Housing, Homelessness
27 Prevention, and Workforce Solutions, on or about the 26th of each month, in writing, a certified
28 statement, in a format acceptable to the COUNTY, that sets forth in detail the estimated expenditures

1 to be made for tenant rental assistance payments, direct program staffing, and other program related
2 expense including but not limited to: materials, supplies, marketing, travel, and indirect costs. If the
3 COUNTY elects to utilize monthly funding advances, the COUNTY will transfer the funds within
4 ten (10) days of receiving an approved funding advance request.

5 By the fifteenth (15th) of the subsequent month, SUBRECIPIENT shall submit a
6 certified statement, in a format acceptable to COUNTY, that details and provides any and all
7 supporting documentation requested for the exact expenditures paid through the SB 91 Emergency
8 Rental Assistance Program funding advance and permit the COUNTY to make its determination as
9 to allowable costs.

10 In accordance with California Government Code Section 926.10, the COUNTY is not
11 permitted to pay excess interest of late charges.

12 9. RECORDS AND INSPECTIONS.

13 a. SUBRECIPIENT shall establish and maintain financial, programmatic,
14 statistical, and other supporting records of its operations and financial activities in accordance with
15 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
16 Awards (2 CFR Part 200) as it relates to the acceptance and use of federal funds under this
17 Agreement. Said records shall be retained for a period of three (3) years from the date that the activity
18 or program funded with the SB 91 Emergency Rental Assistance Program is closed out by the
19 COUNTY and reported as complete to the Board of Supervisors. Exceptions to the three-year
20 retention period requirement, pursuant to 2 CFR 200.333 include the following:

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

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

25 b. SUBRECIPIENT shall maintain a separate account for the SB 91 Emergency
26 Rental Assistance Program funds received as set forth in Exhibit A.

27 c. SUBRECIPIENT shall obtain an external audit in accordance with the Uniform
28 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR

1 Section 200.500). Audits shall usually be performed annually but not less frequently than every two
2 years. Nonprofit institutions and government agencies that expend less than \$750,000 a year in
3 federal awards are exempt from federal audit requirements, but records must be available for review
4 by appropriate officials of the federal grantor agency or subgranting entity. The audit report shall be
5 submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.

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

9 10. COMPLIANCE WITH LAWS AND REGULATIONS. The SUBRECIPIENT shall
10 comply with all applicable federal, state and local laws, regulations and ordinances. By executing
11 this Agreement, the SUBRECIPIENT hereby certifies that it will adhere to and comply with the
12 following as they may be applicable to a SUBRECIPIENT of funds granted pursuant to the
13 Coronavirus Response and Relief Supplemental Appropriations Act of 2021:

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

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

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

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

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

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

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

12 k. *Rights to Data and Copyrights*: Contractors and consultants agree to comply
13 with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part
14 27.404-3, Federal Acquisition Regulations (FAR).

15 l. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)
16 (42 U.S.C.A. 7401 et seq.) and the *Federal Water Pollution Control Act* (33 U.S.C.A. Section 1251
17 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a
18 provision that requires the recipient to agree to comply with all applicable standards, orders or
19 regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401 et seq.) and the *Federal Water*
20 *Pollution Control Act* as amended (33 U.S.C.A. Section 1251 et seq.). Violations shall be reported
21 to HUD and the Regional Office of the Environmental Protection Agency (EPA).

22 m. *Anti-Lobbying Certification* (31 U.S.C.A. 1352): The language of the
23 certification set forth below shall be required in all contracts or subcontracts entered into in
24 connection with this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly.
25 This certification is a material representation of fact upon which reliance was placed when this
26 transaction was made or entered into. Submission of this certification is a prerequisite for making
27 or entering into this transaction imposed by. Section 1352, Title 31, U.S. code. Any person who
28 fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and

1 no more than \$100,000 for such failure.

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

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

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

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

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

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

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

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

20 s. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity
21 that is a state agency or agency of a political subdivision of a state and its contractors must comply
22 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.),
23 as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
24 include procuring only items designated in guidelines of the Environmental Protection Agency
25 (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,
26 consistent with maintaining a satisfactory level of competition, where the purchase price of the item
27 exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded
28 \$10,000; procuring solid waste management services in a manner that maximizes energy and

1 resource recovery; and establishing an affirmative procurement program for procurement of
2 recovered materials identified in the EPA guidelines.

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

6 12. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT shall indemnify
7 and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and
8 Departments, their respective directors, officers, Board of Supervisors, elected and appointed
9 officials, employees, agents and representatives from any liability whatsoever, based or asserted
10 upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or
11 representatives arising out of or in any way relating to this Agreement, including but not limited to
12 property damage, bodily injury, or death or any other element of any kind or nature whatsoever
13 arising from the performance of SUBRECIPIENT, its officers, agents, employees, subcontractors,
14 or representatives from this Agreement. SUBRECIPIENT shall defend, at its sole expense, all costs
15 and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements
16 or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

23 SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has
24 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for
25 the action or claim involved.

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

1 termination and expiration of this Agreement.

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

6 a. Workers' Compensation :

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

12 b. Commercial General Liability:

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

20 c. Vehicle Liability:

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

27 d. General Insurance Provisions - All lines:

28 (i). Any insurance carrier providing insurance coverage hereunder shall be

1 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)
2 unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk
3 Manager waives a requirement for a particular insurer such waiver is only valid for that specific
4 insurer and only for one policy term.

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

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

1 *required in this Section. An individual authorized by the insurance carrier to do so on its behalf*
2 *shall sign the original endorsements for each policy and the Certificate of Insurance.*

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

6 (v). If, during the term of this Agreement or any extension thereof, there is a
7 material change in the scope of services; or, there is a material change in the equipment to be used
8 in the performance of the scope of or, the term of this Agreement, including any extensions thereof,
9 exceeds three (3) years, the COUNTY reserves the right to adjust the types of insurance required
10 under this Agreement and the monetary limits of liability for the insurance coverage's currently
11 required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of
12 insurance carried by the SUBRECIPIENT has become inadequate.

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

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

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

19 14. FEDERAL REQUIREMENTS. SUBRECIPIENT is to comply with those regulations
20 found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
21 Federal Awards (2 CFR Part 200).

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

24 16. INDEPENDENT CAPACITY. The SUBRECIPIENT is, for purposes relating to this
25 Agreement, an independent contractor and shall not be deemed an employee, officer, or agent of the
26 COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its
27 employees, agents and subcontractor's) shall in no event be entitled to any benefits to which the
28 COUNTY employees are entitled, including but not limited to overtime, any retirement benefits,

1 worker's compensation benefits, and injury leave or other leave benefits. There shall be no
2 employer-employee relationship between the parties; and the SUBRECIPIENT shall hold the
3 COUNTY harmless from any and all claims that may be made against the COUNTY based upon
4 any contention by a third party that an employer-employee relationship exists by reason of this
5 Agreement. It is further understood and agreed by the Parties that the SUBRECIPIENT in the
6 performance of this Agreement is subject to the control or direction of the COUNTY merely as to
7 the results to be accomplished and not as to the means and methods for accomplishing the results.

8 17. NONDISCRIMINATION. SUBRECIPIENT agrees to abide by and include in any
9 subcontracts to perform work under this Agreement, the following clause:

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

23 18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

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

28 b. The Subrecipient shall maintain a written code or standards of conduct that

1 shall govern the performance of its officers, employees or agents engaged in the award and
2 administration of contracts supported by Federal funds.

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

6 d. No covered persons who exercise or have exercised any functions or
7 responsibilities with respect to SB 91 Emergency Rental Assistance Program assisted activities, or
8 who are in a position to participate in a decision-making process or gain inside information with
9 regard to such activities, may obtain a financial interest in any contract, or have a financial interest
10 in any contract, subcontract, or agreement with respect to activities assisted with the SB 91 Rental
11 Assistance Program funding, or with respect to the proceeds from activities assisted with SB 91
12 Emergency Rental Assistance Program funding, either for themselves or those with whom they have
13 business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For
14 purposes of this paragraph, a "covered person" includes any person who is an employee, agent,
15 consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any
16 designated public agency.

17 e. SUBRECIPIENT understands and agrees that no waiver or exception can be
18 granted to the prohibition against conflict of interest except upon written approval of COUNTY.

19 f. Prior to any funding under this Agreement, SUBRECIPIENT shall provide
20 COUNTY with a list of all employees, agents, consultants, officers and elected and appointed
21 officials who are in a position to participate in a decision-making process, exercise any functions or
22 responsibilities, or gain inside information with respect to the SB 91 Emergency Rental Assistance
23 Program activities funded under this Agreement. SUBRECIPIENT shall also promptly disclose to
24 COUNTY any potential conflict, including even the appearance of conflict, that may arise with
25 respect to the SB 91 Emergency Rental Assistance Program activities funded under this Agreement.

26 g. Any violation of this section shall be deemed a material breach of this
27 Agreement, and the Agreement shall be immediately terminated by the COUNTY.
28

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

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

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

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

21 20. TERMINATION.

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

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

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

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

4 (3) In the event the Treasury Department Emergency Rental Assistance
5 Program funding is terminated or otherwise becomes unavailable.

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

13 d. Upon expiration of this Agreement, the SUBRECIPIENT shall transfer to the
14 COUNTY any SB 91 Emergency Rental Assistance Program on hand at the time of expiration of
15 the Agreement as well as any accounts receivable held by SUBRECIPIENT which are attributable
16 to the use of SB 91 Emergency Rental Assistance Program funds awarded pursuant to this
17 Agreement.

18 21. PUBLICITY. Any publicity generated by SUBRECIPIENT for the project funded
19 pursuant to this Agreement, during the term of this Agreement, will make reference to the
20 contribution of the COUNTY and the SB 91 Emergency Rental Assistance Program.

21 22. PROGRAM MONITORING AND EVALUATION. SUBRECIPIENT shall be
22 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of
23 this Agreement and the effective and efficient achievement of the goals of the COUNTY's SB 91
24 Emergency Rental Assistance Program Riverside County, as set forth in Exhibit A, attached hereto.
25 SUBRECIPIENT shall be monitored and evaluated in terms of its effectiveness and timely
26 compliance with the provisions of this Agreement. Monthly reports shall be due on the twentieth
27 (20th) day of each month. The monthly written reports shall include, but shall not be limited to the
28 following data elements:

- 1 a. Title of program, listing of components, description of activities/operations.
- 2 b. The projected goals, indicated numerically, and also the goals achieved (for
- 3 each report period). In addition, identify by percentage and description, the progress achieved
- 4 towards meeting the specified goals; additionally, identify any problems encountered in meeting
- 5 goals.
- 6 c. The total number of households assisted:
- 7 • Total applications received
 - 8 • Total applications approved
 - 9 • Total Households awarded SB 91 ERAP funding that are 30%
 - 10 AMI or below
 - 11 • Total Households awarded SB 91 ERAP funding that are between
 - 12 30% AMI and 50% AMI;
 - 13 • Total Households awarded SB 91 ERAP funding that are between
 - 14 50% and 80% AMI:
 - 15 • Assistance provided to each household including arrears, current
 - 16 rent, utility assistance, and other services;
 - 17 • Households demonstrating a risk of experiencing homelessness or
 - 18 housing instability;
 - 19 • Households qualifying for unemployment benefits or experienced
 - 20 financial hardship due, directly or indirectly, to the pandemic; and
 - 21 • Households with household members who are currently
 - 22 unemployed and have been unemployed for 90 or more days;
- 23 d. The location of assisted households by city or unincorporated community
- 24 e. The employment sector of the head of household and co-head of household

25 23. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits

26 hereto constitutes the entire Agreement of the parties with respect to its subject matter and

27 supersedes all prior and contemporaneous representations, proposals, discussions and

28 communications, whether oral or in writing. No oral understanding or agreement not incorporated

1 herein shall be binding on any of the parties hereto. Each of the attachments and exhibits attached
2 hereto is incorporated herein by this reference.

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

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

10 26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of funding
11 pursuant to this Agreement is the Consolidated Appropriations Act of 2021 (CFDA 21.023).

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

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

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

25 30. JURISDICTION AND VENUE. Any action at law or in equity arising under this
26 Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the
27 validity of any provision of this Agreement shall be filed only in the Superior Court of the State of
28 California, located in Riverside, CA, and the parties hereto waive all provisions of law providing for

1 the filing, removal or change of venue to any other court or jurisdiction.

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

6 32. EFFECTIVE DATE. The effective date of this Agreement is the date the parties sign
7 the Agreement. If the parties sign the Agreement on more than one date, then the last date the
8 Agreement is signed by a party shall be the effective date.

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

12 34. FORCE MAJEURE.

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

21 b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the
22 period of the enforced delay and shall commence to run from the time of the commencement of the
23 cause, if notice by the party claiming such extension is sent to the other party within thirty (30)
24 calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing,
25 none of the foregoing events shall constitute a Force Majeure Delay unless and until the party
26 claiming such delay and interference delivers to the other party written notice describing the event,
27 its cause, when and how such party obtained knowledge, the date the event commenced, and the
28

1 estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such
2 written notice within thirty (30) calendar days after it obtains knowledge of the event.

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

6 36. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended
7 only by a writing signed by the duly authorized and empowered representatives of COUNTY and
8 SUBRECIPIENT, respectively.

9
10 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth
11 below.

12
13 COUNTY OF RIVERSIDE,
14 a political subdivision of the
15 State of California

SUBRECIPIENT,
a California non-profit public benefit corporation

16 BY: _____

BY: _____

17 Name:

18 Title: President & CEO

19
20 Date: _____

Date: _____

21
22 APPROVED AS TO FORM:
23 Gregory Priamos, County Counsel

24
25 By: _____
26 Amrit P. Dhillon,
27 Deputy County Counsel
28

EXHIBIT A

**RIVERSIDE COUNTY SB 91 RENTAL RELIEF FUND
SUBRECIPIENT'S AGREEMENT SCOPE OF WORK**

I. GENERAL INFORMATION

SUBRECIPIENT NAME:	DUNS #:
ADDRESS:	
PROGRAM CONTACTS:	
PHONE:	FAX:
E-MAIL	
PROJECT NAME: SB 91 Emergency Rental Assistance Program	
PROJECT LOCATION: Region to be determined (Service Area Map attached)	

PROJECT FUNDING SUMMARY: \$00,000,000

II. SCOPE OF SERVICE

A. Activities

Subrecipient will be responsible for administering a SB 91 Emergency Rental Assistance Program grant in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds.

Subrecipient shall use funding awarded under the SB 91 Emergency Rental Assistance Program funding to provide rental assistance and utility assistance, consistent with the State of California SB 91 guidelines, to eligible tenant households in the San Geronio Pass and Eastern Desert region of Riverside County. Eligible expenses shall include rental assistance (arrears and prospective rent), utilities, direct program staffing, supplies, materials, equipment, travel, marketing, indirect costs, and other related expenses as set forth herein under Section E. Program Budget. Subrecipient shall adhere to both the SB 91 Emergency Rental Assistance Program and the U.S. Treasury Department eligibility guidelines including household income limit of 80% AMI for Riverside County (**Table 1**).

EXHIBIT A

B. Levels of Accomplishment – Goals and Performance Measures

Subrecipient anticipates serving up to 0,000 households based upon \$00,000,000 of Riverside County ERAP Funds.

March	April	May	June	July	August
000	000	000	000	000	000

C. Subrecipient Capacity

By executing this Subrecipient Agreement, the Subrecipient certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with the SB 91 Emergency Rental Assistance Program funds. Subrecipient shall immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact Subrecipient's performance under this Agreement. Any changes in the above items are subject to the prior approval of the County.

D. Performance Monitoring

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

E. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$00,000,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

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

EXHIBIT A

EXPENSE CATEGORY	FUNDING SOURCE	
	COUNTY ERAP	STATE SB 91 ERAP
Rental and Utility Assistance Payments	\$00,000,000	\$00,000,000
Administration and Program Delivery Costs	\$ 0,000,000	\$ 0,000,000
TOTAL BUDGET	\$00,000,000	\$00,000,000
TOTAL SB 91 ERAP BUDGET: \$00,000,000		

III. ADMINISTRATIVE REQUIREMENTS**A. Accounting Standards**

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

B. Cost Principles

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

C. Documentation and Record Keeping**1. Records to be Maintained**

The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken complies with the guidelines of the U.S. Treasury Emergency Rental Assistance program;
- iii. Tenant applications requesting rental assistance under the SB 91 Emergency Rental Assistance Program;
- iv. Records required to determine the eligibility of activities including household income and size, rental obligation, payment of rent/arrears/utilities, and COVID19 impact; and
- v. Financial records as required by 2 CFR 200.

EXHIBIT A

2. Records Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Assisted Tenant Household Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such persons receiving service.

5. Close-outs

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

6. Audits & Inspections

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

EXHIBIT A

IV. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

- a. Subrecipient shall complete and maintain detailed records for every household applying for but not receiving SB 91 Emergency Rental Assistance Program assistance and shall submit records to County upon request.
- b. Subrecipient shall complete and maintain detailed records for every household receiving SB 91 Emergency Rental Assistance Program assistance and shall submit records to County monthly. The records must conform to U.S. Treasury Department requirements including the following:
 1. the number of eligible households that receive assistance from such payments;
 2. the acceptance rate of applicants for assistance;
 3. the type or types of assistance provided to each eligible household;
 4. the average amount of funding provided per eligible household receiving assistance;
 5. household income level, with such information disaggregated for households with income that:
 - a. does not exceed 30 percent (30%) of the area median income for the household
 - b. exceeds 30 percent but does not exceed 50 percent (50%) of the area median income for the household
 - c. exceeds 50 percent but does not exceed 80percent (80%) of area median income for the household;
 6. the average number of monthly rental or utility payments that were covered by the funding amount that a household received, as applicable; and
 7. Disaggregation: each report under this subsection shall disaggregate the information relating to households provided by the gender, race, and ethnicity of the primary applicant for assistance in such households.
- c. Subrecipient shall maintain and submit to County detailed records of every expense incurred in carrying out the SB 91 Emergency Rental Assistance Program and shall submit to County upon request.
- d. Subrecipient shall submit to County by the 15th of each month a summary of all outreach and marketing efforts performed by Subrecipient during the previous month.
- e. Subrecipient shall not use SB 91 Emergency Rental Assistance Program to pay rent on behalf of a tenant to a member of the tenant's immediate family including: Spouse, Parents, Grandparents, Children (adopted, half and step children), Grandchildren, Siblings, and In-laws (mother, father, brother, sister, daughter and son).

EXHIBIT A

- f. Subrecipient shall not institute additional programmatic requirements that may inhibit participation in the program, as provided in the State's Health and Safety Code. This prohibition shall include the following:
1. Documentation requirements that intentionally or unintentionally result in discrimination against protected classes, including documentation formats that are inaccessible to persons with a disability
 2. Requirements that de facto require legal resident status
 3. Documentation standards that disadvantage vulnerable populations, such as requiring driver's licenses, formal leases, or documentation of citizenship
 4. Application or documentation requirements that collect unnecessary information, such as personally identifying information from the tenant household in excess of the minimum information required to validate the application and prevent fraud
 5. Participation requirements that demand households open bank accounts with a specific financial institution to be eligible for receipt of funds
- g. **DUPLICATION OF BENEFITS:** Subrecipient must ensure, to the extent feasible, that any SB 91 Emergency Rental Assistance Program assistance provided to an eligible household is not duplicative of any other Federal or State-funded assistance provided to that eligible household.

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**SUBRECIPIENT'S AGREEMENT
FOR THE USE OF RIVERSIDE COUNTY
EMERGENCY RENTAL ASSISTANCE PROGRAM FUNDING**

5 This Subrecipient's Agreement ("Agreement"), for the use of U.S. Department of the Treasury
6 ("Treasury Department") Emergency Rental Assistance Program funding under the Consolidated
7 Appropriations Act of 2021 (Division N, Title V, Section 501, Public Law 116-260), herein after
8 "Emergency Rental Assistance Program," is made and entered into as of the Effective Date (defined
9 herein), by and between, County of Riverside of the State of California, a political subdivision of
10 the State of California, hereinafter referred to as "COUNTY", and NAME, a California non-profit
11 corporation, hereinafter referred to as "SUBRECIPIENT".

12 W I T N E S S E T H:

13 WHEREAS, the Consolidated Appropriations Act of 2021, provides that Emergency Rental
14 Assistance Program grant funds grant may be used to assist eligible tenants pay current and past-
15 due rent, utilities, home energy costs, and other expenses related to housing, including eviction
16 prevention, incurred as a result of COVID-19; and

17 WHEREAS, the COUNTY received a direct allocation of \$57,267,219 of Treasury Department
18 Emergency Rental Assistance Program funds; and

19 //

20 //

21 //

22 //

23

EMERGENCY RENTAL ASSISTANCE PROGRAM

Page 1 of 20

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

FEB 09 2021 3:38

1 WHEREAS, on February 9, 2021, in Minute Order XXXX, the Board of Supervisors accepted
2 the allocation of \$57,267,219 of Emergency Rental Assistance Program funding from the Treasury
3 Department and approved the commencement of the Emergency Rental Assistance Program,
4 a countywide rental assistance and eviction prevention program targeting income-qualified
5 households impacted by the COVID-19 pandemic; and

6 WHEREAS, COUNTY has been determined SUBRECIPIENT is qualified to carry out the
7 necessary program and administrative activities under the Emergency Rental Assistance
8 Program; and

9 WHEREAS, SUBRECIPIENT has submitted, and COUNTY has accepted, a proposal to
10 receive funding through the Emergency Rental Assistance Program to carry out activities within
11 the Region to be determined; and

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

13 1. PURPOSE. SUBRECIPIENT promises and agrees to undertake and assist with
14 COUNTY's Emergency Rental Assistance Program activities by utilizing the sum of
15 \$XX,XXX,XXX, of Emergency Rental Assistance Program funds, as specifically identified
16 in Exhibit A, which is attached hereto and incorporated herein by this reference.

17 2. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective
18 Date, as defined herein, and shall continue in full force and effect until September 1, 2021.

19 3. COMPLETION SCHEDULE. SUBRECIPIENT shall proceed consistent with Section
20 IV as set forth in Exhibit A.

21 4. EXTENSION OF TIME. Pursuant to the Consolidated Appropriations Act of 2021
22 the COUNTY will not approve any requests for an extension.

23 5. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses for
24 the Emergency Rental Assistance Program funded project/activity covered under the terms
25 of this Agreement prior to receiving written authorization from COUNTY to proceed.

26 6. NOTICES. Each notice, request, demand, consent, approval or other
27 communication (hereinafter in this Section referred to collectively as "notices" and referred to singly
28

1 as a "notice") which the COUNTY or SUBRECIPIENT is required or permitted to give to the other
2 party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and
3 sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered
4 shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or
5 other similar national overnight courier) designating early morning delivery (any notice so delivered
6 shall be deemed to have been received on the next business day following receipt by the courier); or
7 (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a
8 post office regularly maintained by the United States Postal Service (any notice so sent shall be
9 deemed to have been received two days after mailing in the United States), addressed to the
10 respective parties as follows:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Heidi Marshall, Director	
County of Riverside HHPWS	
3403 Tenth Street, Suite 300	
Riverside, CA 92501	

16 7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall determine the
17 final disbursement and distribution of all funds received by COUNTY under the Emergency
18 Rental Assistance Program consistent with the provisions of Sections 1 and 2 of this Agreement.
19 COUNTY, through its Department of Housing, Homelessness Prevention, and Workforce Solutions
20 (HHPWS) shall: (1) make payments of the grant funds to SUBRECIPIENT as set forth in Exhibit
21 A, attached hereto, and (2) monitor the Emergency Rental Assistance Program activity to
22 ensure compliance with applicable the COUNTY's Emergency Rental Assistance Program
23 guidelines, applicable federal regulations, and the terms of this Agreement.

24 8. PAYMENT OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT the sum
25 specified in Section 1 through monthly funding advances or other COUNTY approved funding
26 advance schedule. The SUBRECIPIENT shall submit to the Director of Housing, Homelessness
27 Prevention, and Workforce Solutions, on or about the 26th of each month, in writing, a certified
28 statement, in a format acceptable to the COUNTY, that sets forth in detail the estimated expenditures

1 to be made for tenant rental assistance payments, direct program staffing, and other program related
2 expense including but not limited to: materials, supplies, marketing, travel, and indirect costs. If the
3 COUNTY elects to utilize monthly funding advances, the COUNTY will transfer the funds within
4 ten (10) days of receiving an approved funding advance request.

5 By the fifteenth (15th) of the subsequent month, SUBRECIPIENT shall submit a
6 certified statement, in a format acceptable to COUNTY, that details and provides any and all
7 supporting documentation requested for the exact expenditures paid through the Emergency
8 Rental Assistance Program funding advance and permit the COUNTY to make its determination as
9 to allowable costs.

10 In accordance with California Government Code Section 926.10, the COUNTY is not
11 permitted to pay excess interest of late charges.

12 9. RECORDS AND INSPECTIONS.

13 a. SUBRECIPIENT shall establish and maintain financial, programmatic,
14 statistical, and other supporting records of its operations and financial activities in accordance with
15 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
16 Awards (2 CFR Part 200) as it relates to the acceptance and use of federal funds under this
17 Agreement. Said records shall be retained for a period of three (3) years from the date that the activity
18 or program funded with the Emergency Rental Assistance Program is closed out by the
19 COUNTY and reported as complete to the Board of Supervisors. Exceptions to the three-year
20 retention period requirement, pursuant to 2 CFR 200.333 include the following:

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

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

25 b. SUBRECIPIENT shall maintain a separate account for the Emergency
26 Rental Assistance Program funds received as set forth in Exhibit A.

27 c. SUBRECIPIENT shall obtain an external audit in accordance with the Uniform
28 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR

1 Section 200.500). Audits shall usually be performed annually but not less frequently than every two
2 years. Nonprofit institutions and government agencies that expend less than \$750,000 a year in
3 federal awards are exempt from federal audit requirements, but records must be available for review
4 by appropriate officials of the federal grantor agency or subgranting entity. The audit report shall be
5 submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.

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

9 10. COMPLIANCE WITH LAWS AND REGULATIONS. The SUBRECIPIENT shall
10 comply with all applicable federal, state and local laws, regulations and ordinances. By executing
11 this Agreement, the SUBRECIPIENT hereby certifies that it will adhere to and comply with the
12 following as they may be applicable to a SUBRECIPIENT of funds granted pursuant to the
13 Coronavirus Response and Relief Supplemental Appropriations Act of 2021:

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

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

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

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

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

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

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

12 k. *Rights to Data and Copyrights*: Contractors and consultants agree to comply
13 with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part
14 27.404-3, Federal Acquisition Regulations (FAR).

15 l. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)
16 (*42 U.S.C.A. 7401 et seq.*) and the *Federal Water Pollution Control Act* (*33 U.S.C.A. Section 1251*
17 *et seq.*), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a
18 provision that requires the recipient to agree to comply with all applicable standards, orders or
19 regulations issued pursuant to the *Clean Air Act* (*42 U.S.C.A. 7401 et seq.*) and the *Federal Water*
20 *Pollution Control Act* as amended (*33 U.S.C.A. Section 1251 et seq.*). Violations shall be reported
21 to HUD and the Regional Office of the Environmental Protection Agency (EPA).

22 m. *Anti-Lobbying Certification* (*31 U.S.C.A. 1352*): The language of the
23 certification set forth below shall be required in all contracts or subcontracts entered into in
24 connection with this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly.
25 This certification is a material representation of fact upon which reliance was placed when this
26 transaction was made or entered into. Submission of this certification is a prerequisite for making
27 or entering into this transaction imposed by. Section 1352, Title 31, U.S. code. Any person who
28 fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and

1 no more than \$100,000 for such failure.

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

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

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

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

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

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

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

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

20 s. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity
21 that is a state agency or agency of a political subdivision of a state and its contractors must comply
22 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.),
23 as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
24 include procuring only items designated in guidelines of the Environmental Protection Agency
25 (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,
26 consistent with maintaining a satisfactory level of competition, where the purchase price of the item
27 exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded
28 \$10,000; procuring solid waste management services in a manner that maximizes energy and

1 resource recovery; and establishing an affirmative procurement program for procurement of
2 recovered materials identified in the EPA guidelines.

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

6 12. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT shall indemnify
7 and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and
8 Departments, their respective directors, officers, Board of Supervisors, elected and appointed
9 officials, employees, agents and representatives from any liability whatsoever, based or asserted
10 upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or
11 representatives arising out of or in any way relating to this Agreement, including but not limited to
12 property damage, bodily injury, or death or any other element of any kind or nature whatsoever
13 arising from the performance of SUBRECIPIENT, its officers, agents, employees, subcontractors,
14 or representatives from this Agreement. SUBRECIPIENT shall defend, at its sole expense, all costs
15 and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements
16 or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

23 SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has
24 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for
25 the action or claim involved.

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

1 termination and expiration of this Agreement.

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

6 a. Workers' Compensation :

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

12 b. Commercial General Liability:

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

20 c. Vehicle Liability:

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

27 d. General Insurance Provisions - All lines:

28 (i). Any insurance carrier providing insurance coverage hereunder shall be

1 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)
2 unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk
3 Manager waives a requirement for a particular insurer such waiver is only valid for that specific
4 insurer and only for one policy term.

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

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

1 *required in this Section. An individual authorized by the insurance carrier to do so on its behalf*
2 *shall sign the original endorsements for each policy and the Certificate of Insurance.*

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

6 (v). If, during the term of this Agreement or any extension thereof, there is a
7 material change in the scope of services; or, there is a material change in the equipment to be used
8 in the performance of the scope of or, the term of this Agreement, including any extensions thereof,
9 exceeds three (3) years, the COUNTY reserves the right to adjust the types of insurance required
10 under this Agreement and the monetary limits of liability for the insurance coverage's currently
11 required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of
12 insurance carried by the SUBRECIPIENT has become inadequate.

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

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

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

19 14. FEDERAL REQUIREMENTS. SUBRECIPIENT is to comply with those regulations
20 found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
21 Federal Awards (2 CFR Part 200).

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

24 16. INDEPENDENT CAPACITY. The SUBRECIPIENT is, for purposes relating to this
25 Agreement, an independent contractor and shall not be deemed an employee, officer, or agent of the
26 COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its
27 employees, agents and subcontractor's) shall in no event be entitled to any benefits to which the
28 COUNTY employees are entitled, including but not limited to overtime, any retirement benefits,

1 worker's compensation benefits, and injury leave or other leave benefits. There shall be no
2 employer-employee relationship between the parties; and the SUBRECIPIENT shall hold the
3 COUNTY harmless from any and all claims that may be made against the COUNTY based upon
4 any contention by a third party that an employer-employee relationship exists by reason of this
5 Agreement. It is further understood and agreed by the Parties that the SUBRECIPIENT in the
6 performance of this Agreement is subject to the control or direction of the COUNTY merely as to
7 the results to be accomplished and not as to the means and methods for accomplishing the results.

8 17. NONDISCRIMINATION. SUBRECIPIENT agrees to abide by and include in any
9 subcontracts to perform work under this Agreement, the following clause:

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

23 18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

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

28 b. The Subrecipient shall maintain a written code or standards of conduct that

1 shall govern the performance of its officers, employees or agents engaged in the award and
2 administration of contracts supported by Federal funds.

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

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

17 e. SUBRECIPIENT understands and agrees that no waiver or exception can be
18 granted to the prohibition against conflict of interest except upon written approval of COUNTY.

19 f. Prior to any funding under this Agreement, SUBRECIPIENT shall provide
20 COUNTY with a list of all employees, agents, consultants, officers and elected and appointed
21 officials who are in a position to participate in a decision-making process, exercise any functions or
22 responsibilities, or gain inside information with respect to the Emergency Rental Assistance
23 Program activities funded under this Agreement. SUBRECIPIENT shall also promptly disclose to
24 COUNTY any potential conflict, including even the appearance of conflict, that may arise with
25 respect to the Emergency Rental Assistance Program activities funded under this Agreement.

26 g. Any violation of this section shall be deemed a material breach of this
27 Agreement, and the Agreement shall be immediately terminated by the COUNTY.
28

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

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

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

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

21 20. TERMINATION.

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

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

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

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

4 (3) In the event the Treasury Department Emergency Rental Assistance
5 Program funding is terminated or otherwise becomes unavailable.

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

13 d. Upon expiration of this Agreement, the SUBRECIPIENT shall transfer to the
14 COUNTY any Emergency Rental Assistance Program on hand at the time of expiration of
15 the Agreement as well as any accounts receivable held by SUBRECIPIENT which are attributable
16 to the use of Emergency Rental Assistance Program funds awarded pursuant to this
17 Agreement.

18 21. PUBLICITY. Any publicity generated by SUBRECIPIENT for the project funded
19 pursuant to this Agreement, during the term of this Agreement, will make reference to the
20 contribution of the COUNTY and the Emergency Rental Assistance Program.

21 22. PROGRAM MONITORING AND EVALUATION. SUBRECIPIENT shall be
22 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of
23 this Agreement and the effective and efficient achievement of the goals of the COUNTY's
24 Emergency Rental Assistance Program Riverside County, as set forth in Exhibit A, attached hereto.
25 SUBRECIPIENT shall be monitored and evaluated in terms of its effectiveness and timely
26 compliance with the provisions of this Agreement. Monthly reports shall be due on the twentieth
27 (20th) day of each month. The monthly written reports shall include, but shall not be limited to the
28 following data elements:

- 1 a. Title of program, listing of components, description of activities/operations.
- 2 b. The projected goals, indicated numerically, and also the goals achieved (for
- 3 each report period). In addition, identify by percentage and description, the progress achieved
- 4 towards meeting the specified goals; additionally, identify any problems encountered in meeting
- 5 goals.
- 6 c. The total number of households assisted:
- 7 • Total applications received
- 8 • Total applications approved
- 9 • Total Households awarded ERAP funding that are 30%
- 10 AMI or below
- 11 • Total Households awarded ERAP funding that are between
- 12 30% AMI and 50% AMI;
- 13 • Total Households awarded ERAP funding that are between
- 14 50% and 80% AMI:
- 15 • Assistance provided to each household including arrears, current
- 16 rent, utility assistance, and other services;
- 17 • Households demonstrating a risk of experiencing homelessness or
- 18 housing instability;
- 19 • Households qualifying for unemployment benefits or experienced
- 20 financial hardship due, directly or indirectly, to the pandemic; and
- 21 • Households with household members who are currently
- 22 unemployed and have been unemployed for 90 or more days;
- 23 d. The location of assisted households by city or unincorporated community
- 24 e. The employment sector of the head of household and co-head of household

25 23. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits

26 hereto constitutes the entire Agreement of the parties with respect to its subject matter and

27 supersedes all prior and contemporaneous representations, proposals, discussions and

28 communications, whether oral or in writing. No oral understanding or agreement not incorporated

1 herein shall be binding on any of the parties hereto. Each of the attachments and exhibits attached
2 hereto is incorporated herein by this reference.

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

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

10 26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of funding
11 pursuant to this Agreement is the Consolidated Appropriations Act of 2021 (CFDA 21.023).

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

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

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

25 30. JURISDICTION AND VENUE. Any action at law or in equity arising under this
26 Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the
27 validity of any provision of this Agreement shall be filed only in the Superior Court of the State of
28 California, located in Riverside, CA, and the parties hereto waive all provisions of law providing for

1 the filing, removal or change of venue to any other court or jurisdiction.

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

6 32. EFFECTIVE DATE. The effective date of this Agreement is the date the parties sign
7 the Agreement. If the parties sign the Agreement on more than one date, then the last date the
8 Agreement is signed by a party shall be the effective date.

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

12 34. FORCE MAJEURE.

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

21 b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the
22 period of the enforced delay and shall commence to run from the time of the commencement of the
23 cause, if notice by the party claiming such extension is sent to the other party within thirty (30)
24 calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing,
25 none of the foregoing events shall constitute a Force Majeure Delay unless and until the party
26 claiming such delay and interference delivers to the other party written notice describing the event,
27 its cause, when and how such party obtained knowledge, the date the event commenced, and the
28

1 estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such
2 written notice within thirty (30) calendar days after it obtains knowledge of the event.

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

6 36. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended
7 only by a writing signed by the duly authorized and empowered representatives of COUNTY and
8 SUBRECIPIENT, respectively.

9
10 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth
11 below.

12
13 COUNTY OF RIVERSIDE,
14 a political subdivision of the
15 State of California

SUBRECIPIENT,
a California non-profit public benefit corporation

16 BY: _____

BY: _____

17 Name:

18 Title: President & CEO

19
20 Date: _____

Date: _____

21
22 APPROVED AS TO FORM:
23 Gregory Priamos, County Counsel

24
25 By: _____
26 Amrit P. Dhillon,
27 Deputy County Counsel
28

EXHIBIT A

**RIVERSIDE COUNTY
EMERGENCY RENTAL ASSISTANCE PROGRAM
SUBRECIPIENT'S AGREEMENT SCOPE OF WORK**

I. GENERAL INFORMATION

SUBRECIPIENT NAME:	DUNS #:
ADDRESS:	
PROGRAM CONTACTS:	
PHONE:	FAX:
E-MAIL	
PROJECT NAME: Emergency Rental Assistance Program	
PROJECT LOCATION: Region to be determined (Service Area Map attached)	

PROJECT FUNDING SUMMARY: \$00,000,000

II. SCOPE OF SERVICE**A. Activities**

Subrecipient will be responsible for administering a Emergency Rental Assistance Program grant in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds.

Subrecipient shall use funding awarded under the Emergency Rental Assistance Program funding to provide rental assistance and utility assistance, consistent with U.S. Treasury Department guidelines, to eligible tenant households in the REGION TBD of Riverside County. Eligible expenses shall include rental assistance (arrear and prospective rent), utilities, direct program staffing, supplies, materials, equipment, travel, marketing, indirect costs, and other related expenses as set forth herein under Section E. Program Budget. Subrecipient shall adhere to both the Emergency Rental Assistance Program and the U.S. Treasury Department eligibility guidelines including household income limit of 80% AMI for Riverside County (**Table 1**).

EXHIBIT A

B. Levels of Accomplishment – Goals and Performance Measures

Subrecipient anticipates serving up to 0,000 households based upon \$00,000,000 of Riverside County ERAP Funds.

March	April	May	June	July	August
000	000	000	000	000	000

C. Subrecipient Capacity

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

D. Performance Monitoring

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

E. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$00,000,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

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

EXHIBIT A

EXPENSE CATEGORY	COUNTY ERAP
Rental and Utility Assistance Payments	\$00,000,000
Administration and Program Delivery Costs	\$ 0,000,000
TOTAL BUDGET	\$00,000,000

III. ADMINISTRATIVE REQUIREMENTS**A. Accounting Standards**

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

B. Cost Principles

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

C. Documentation and Record Keeping**1. Records to be Maintained**

The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken complies with the guidelines of the U.S. Treasury Emergency Rental Assistance program;
- iii. Tenant applications requesting rental assistance under the SB 91 Emergency Rental Assistance Program;
- iv. Records required to determine the eligibility of activities including household income and size, rental obligation, payment of rent/arrears/utilities, and COVID19 impact; and
- v. Financial records as required by 2 CFR 200.

EXHIBIT A

2. Records Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Assisted Tenant Household Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such persons receiving service.

5. Close-outs

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

6. Audits & Inspections

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

EXHIBIT A

IV. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

- a. Subrecipient shall complete and maintain detailed records for every household applying for but not receiving Emergency Rental Assistance Program assistance and shall submit records to County upon request.
- b. Subrecipient shall complete and maintain detailed records for every household receiving Emergency Rental Assistance Program assistance and shall submit records to County monthly. The records must conform to U.S. Treasury Department requirements including the following:
 1. the number of eligible households that receive assistance from such payments;
 2. the acceptance rate of applicants for assistance;
 3. the type or types of assistance provided to each eligible household;
 4. the average amount of funding provided per eligible household receiving assistance;
 5. household income level, with such information disaggregated for households with income that-
 - a. does not exceed 30 percent (30%) of the area median income for the household
 - b. exceeds 30 percent but does not exceed 50 percent (50%) of the area median income for the household
 - c. exceeds 50 percent but does not exceed 80percent (80%) of area median income for the household;
 6. the average number of monthly rental or utility payments that were covered by the funding amount that a household received, as applicable; and
 7. Disaggregation: each report under this subsection shall disaggregate the information relating to households provided by the gender, race, and ethnicity of the primary applicant for assistance in such households.
- c. Subrecipient shall maintain and submit to County detailed records of every expense incurred in carrying out the Emergency Rental Assistance Program and shall submit to County upon request.
- d. Subrecipient shall submit to County by the 15th of each month a summary of all outreach and marketing efforts performed by Subrecipient during the previous month.
- e. Subrecipient shall not use Emergency Rental Assistance Program to pay rent on behalf of a tenant to a member of the tenant's immediate family including: Spouse, Parents, Grandparents, Children (adopted, half and step children), Grandchildren, Siblings, and In-laws (mother, father, brother, sister, daughter and son).

EXHIBIT A

- f. Subrecipient shall not institute additional programmatic requirements that may inhibit participation in the program, as provided in the State's Health and Safety Code. This prohibition shall include the following:
1. Documentation requirements that intentionally or unintentionally result in discrimination against protected classes, including documentation formats that are inaccessible to persons with a disability
 2. Requirements that de facto require legal resident status
 3. Documentation standards that disadvantage vulnerable populations, such as requiring driver's licenses, formal leases, or documentation of citizenship
 4. Application or documentation requirements that collect unnecessary information, such as personally identifying information from the tenant household in excess of the minimum information required to validate the application and prevent fraud
 5. Participation requirements that demand households open bank accounts with a specific financial institution to be eligible for receipt of funds
- g. **DUPLICATION OF BENEFITS:** Subrecipient must ensure, to the extent feasible, that any Emergency Rental Assistance Program assistance provided to an eligible household is not duplicative of any other Federal or State-funded assistance provided to that eligible household.

SCHEDULE A – OPTION 2
Housing, Homelessness Prevention and Workforce Solutions
Budget Adjustment
Fiscal Year 2020/2021

Increase in Appropriations:

21330-5501000000-510040	Regular Salaries	\$	605,000
21330-5501000000-536200	Contrib. To Non-County Agency	\$	118,275,623
21330-5501000000-537020	Interfnd Exp-Legal Services	\$	20,000

Increase in Estimated Revenues:

21330-5501000000-790600	Contrib Fr Other County Funds	\$	57,267,219
21330-5501000000-750340	CA-State Revenue	\$	61,633,404

SCHEDULE A – Option 3
Housing, Homelessness Prevention and Workforce Solutions
Budget Adjustment
Fiscal Year 2020/2021

Increase in Appropriations:

21330-5501000000-510040	Regular Salaries	\$	291,025
21330-5501000000-536200	Contrib. To Non-County Agency	\$	56,966,194
21330-5501000000-537020	Interfnd Exp-Legal Services	\$	10,000

Increase in Estimated Revenues:

21330-5501000000-790600	Contrib Fr Other County Funds	\$	57,267,219
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