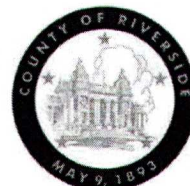


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.21
(ID # 15673)**

MEETING DATE:

Tuesday, August 17, 2021

FROM : HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Acceptance of U.S. Department of Treasury Emergency Rental Assistance Program Funding Under the American Rescue Plan Act of 2021; Continuation of the Riverside County Emergency Rental Assistance Program and Emergency Rental Assistance Eviction Protection Program; and, Approval of the Forms of the Subrecipient Agreements for the Emergency Rental Assistance Program; All Districts. [\$62,849,621 U.S Treasury Emergency Rental Assistance Funding –100%]; CEQA Exempt; (4/5 vote required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the U.S. Department of Treasury allocation of Emergency Rental Assistance Program (ERAP) funding is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Accept the \$62,849,621 U.S. Treasury Allocation of Emergency Rental Assistance Program (ERAP) funding from the U.S. Department of Treasury;
3. Approve the continuation 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, and approve the allocation of U.S. Treasury Allocation funding to be used for countywide housing stability and eviction prevention programs;

Continued on page 2


ACTION: 4/5 Vote Required, Policy


Heidi Marshall, Director 8/15/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 17, 2021
xc: HHPWS, Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Direct the Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS) to 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;
5. Approve the forms of the Subrecipient's Agreement for the Use of Riverside County Emergency Rental Assistance Program Federal Funding between the County and the Inland Southern California 211+ and Lift to Rise, 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;
6. Approve the forms of the Subrecipient's Agreement for the Use of Riverside County Emergency Rental Assistance Program Housing Stability and Eviction Prevention Services using the federal funding between the County and The Fair Housing Council of Riverside County, Inc. and the Public Service Law Corporation of the Riverside County Bar Association (dba, Riverside Legal Aid), 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;
7. Approve the form of the Subrecipient's Agreement for the Use of Riverside County Emergency Rental Assistance Program Housing Stability and Eviction Prevention Program using the federal funding between the County and the Superior Court of California for the County of Riverside, 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;
8. Direct staff to file a Notice of Exemption with the County Clerk within five business days of approval; and
9. Approve and direct the Auditor-Controller to make the budget adjustments as detailed in the attached Schedule A.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$62,849,621	\$ 0	\$62,849,621	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: U.S. Treasury Department Emergency Rental Assistance Funding, 100%			Budget Adjustment:	Yes
			For Fiscal Year:	21/22

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

On March 11, 2021, the American Rescue Plan Act of 2021 (Act) was signed into law. The Act provided continued Federal funding, through the U.S. Department of the Treasury, for the Emergency Rental Assistance Program (ERAP). The County of Riverside has been allocated \$62,849,621 of ERAP funding under the American Rescue Plan Act of 2021. On February 9, 2021, in Minute Order 3.38, the Board of Supervisors accepted \$57,267,219 of the first round of ERAP funding under the Consolidated Appropriations Act of 2021 and approved the commencement of the County's Emergency Rental Assistance Program.

The basic qualifying criteria for the Emergency Rental Assistance Program 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.

The Act also requires that at least ninety percent (90%) of the Emergency Rental Assistance Program funds are used for rent, arrears, and utility assistance. The remaining ten percent (10%) can be used for housing stability services. Grantees can also use up to fifteen percent (15%) of the ERAP grant for program administration costs.

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

It is proposed that the County accept the \$62,849,621 of U.S. Department of the Treasury Emergency Rental Assistance Program funding and administer the Emergency Rental Assistance Program in a manner consistent with the United Lift - Riverside County Rental Relief Fund which is currently administered by the Department of Housing, Homelessness Prevention, and Workforce Solutions (HHPWS).

HHPWS is recommending that the County allocate the American Rescue Plan Act Emergency Rental Assistance Program grant funding to the Inland Southern California 211 and Lift to Rise to carry out United Lift program activities in their designated geographic areas of the County - Lift to Rise covering the eastern desert region and San Gorgonio Pass area, Inland Southern California 211 covering western and southwestern regions.

It is further proposed that the County allocate a portion of the Emergency Rental Assistance Program funding for housing stability and eviction prevention services. These services will be provided by the Superior Court of California for the County of Riverside, The Fair Housing Council of Riverside County, Inc., and Riverside Legal Aid.

Pursuant to the California Environmental Quality Act (CEQA), the ERAP Program was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" Exemption. It can be seen with certainty that there is no possibility that the activities funded under the ERAP Program will lead to any direct or reasonably indirect physical environment impacts, and will not have a significant effect on the environment.

HHPWS staff recommend approval of the proposed Riverside County Emergency Rental Assistance Program and the associated Subrecipient Agreements.

Impact on Residents and Businesses

The Riverside County Emergency Rental Assistance Program will provide financial assistance to a minimum of 10,000 economically impacted renter households to allow them to pay back rent (arrears), current rent, prospective rent, utility arrears, and future utilities. The program will also benefit owners of rental properties 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.

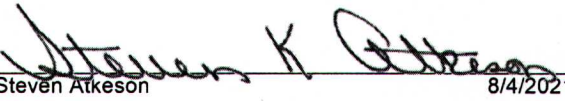
ATTACHMENTS:

- U.S. Department of Treasury Emergency Rental Assistance Award Terms and Conditions
- Subrecipient's Agreement for Lift to Rise
- Subrecipient's Agreement for Inland Southern California 211+
- Subrecipient's Agreement for Fair Housing Council

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

- Subrecipient's Agreement for Riverside Legal Aid
- Subrecipient's Agreement for Superior Court of Riverside County
- CEQA Notice of Exemption
- Schedule A Budget Adjustment


Heydee Koury, Sr Accountant - Auditor 7/26/2021


Steven Atkeson 8/4/2021


Gregory L. Priamos, Director County Counsel 7/22/2021

SCHEDULE A
Housing, Homelessness Prevention and Workforce Solutions
Budget Adjustment
Fiscal Year 2021/2022

Increase in Appropriations:

21330-5501000000-510040	Regular Salaries	\$	767,000
21330-5501000000-536200	Contrib. To Non-County Agency	\$	62,062,621
21330-5501000000-537020	Interfnd Exp-Legal Services	\$	20,000

Increase in Estimated Revenues:

21330-5501000000-790600	Contrib Fr Other County Funds	\$	62,849,621
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**ENVIRONMENTAL
EXEMPTION DOCUMENTATION**

COPY

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

From: Economic Development Agency
County of Riverside
3403 Tenth Street, Suite 300
Riverside, CA 92501

Project Title: Riverside County Emergency Rental Assistance Program – ERAP United Lift

Grant No.: Emergency Rental Assistance Program (ERAP) – American Rescue Plan Act of 2021

Description of Project: Implementation and administration of the U.S. Treasury Department Emergency Rental Assistance Program, a federally-funded county-wide rental and utility assistance grant program for income-eligible households.

Project 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 \$62,849,621 of Federal ERAP funding, under the American Rescue Plan Act of 2021, to assist eligible renter households, impacted by COVID-19, to pay rent and rental arrears, utilities and utility arrears, and provide housing stability/eviction prevention services and other expenses related to housing, including housing stability and eviction prevention.

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: *Sterlon M Sims* Date: 6/29/21
Sterlon Sims, Senior Program Manager

Certifying Officer: *[Signature]* Date: 6/29/21
Susana Orozco
Principal Development Specialist

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Eligible grantee name and address: County of Riverside	DUNS Number: [Recipient to provide] 072514789
	Taxpayer Identification Number: [Recipient to provide] 95-6000930
	Assistance Listing Number and Title: 21.023- Emergency Rental Assistance Program

Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance.

The eligible grantee hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.


Authorized Representative Signature (above)
[To be signed by chief executive officer if recipient is a local government.]

Authorized Representative Name: Jeffrey VanWagenen

Authorized Representative Title: County Executive Officer

Date signed: 5/10/21

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE: The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

PRIVACY ACT STATEMENT

AUTHORITY: Solicitation of this information is authorized by the American Rescue Plan Act of 2021, Title III, Pub. L. No. 117-2.

PURPOSE: Treasury is required by the American Rescue Plan Act of 2021 to identify eligible grantees/recipients to provide emergency rental assistance to individuals who qualify for relief under the Act. Eligible grantees/recipients are state, local, and territorial governments which identify households requiring relief according to requirements contained in the Act. Treasury maintains contact information for authorized representatives and contact persons for the purpose of communicating with eligible grantees regarding issues related to implementation of the Act.

ROUTINE USES: The information you furnish may be shared in accordance with the routine uses outlined in the Treasury's system of records notice, Treasury .017 - Correspondence and Contact Information, which can be found at 81 FR 78266 (Nov. 7, 2016).

DISCLOSURE: Disclosure of this information to Treasury is required in order to comply with the requirements the American Rescue Plan Act of 2021. Disclosure of this information is voluntary, however, grantees/recipients that do not disclose contact information will be unable to communicate with Treasury on issues related to their obligations under the Act and this may affect the status of their award.

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE
Award Terms and Conditions

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("Section 3201") and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the "Guidance").
2. Reallocation of Funds. Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).
3. Assistance to Eligible Households. Recipient agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to Recipient, and to receive financial assistance directly from Recipient, under programs established by Recipient using funds disbursed under this award. Recipient may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after Recipient makes reasonable efforts to obtain its cooperation, Recipient must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.
4. Period of Performance. The period of performance for this award begins on the date hereof and ends on September 30, 2025. Recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.
5. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.
6. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as related to this award. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
7. Maintenance of and Access to Records.
 - a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after the period of

performance.

8. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of Section 3201 and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving

or benefitting from federal assistance;

- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
 11. Conflict of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
 12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
 13. Debts Owed the Federal Government.
 - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
 - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
 14. Disclaimer.
 - a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any

contract, or subcontract under this award.

- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

15. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE PROGRAM
Allocations to States and Eligible Units of Local Government**

<u>State</u>	<u>Locality</u>	<u>Allocation</u>	<u>High-Need Allocation</u>
Alabama	Total allocation	258,232,445.00	
	Eligible local governments		
	Baldwin County	5,290,605.50	
	Birmingham city	4,962,813.30	
	Huntsville city	4,753,567.60	
	Jefferson County	10,683,831.30	5,843,162.40
	Madison County	4,132,893.10	
	Mobile County	9,793,002.50	
	Montgomery County	5,367,677.40	2,637,870.90
	Shelby County	5,120,914.80	
	Tuscaloosa County	4,961,675.70	1,687,527.90
	State remainder high-needs		20,929,139.20
Minimum payment to the state	203,165,463.80		
Alaska	Total allocation	152,000,000.00	
	Eligible local governments		
	Anchorage municipality	26,928,213.60	
	Minimum payment to the state	125,071,786.40	
Arizona	Total allocation	389,400,399.30	
	Eligible local governments		
	Chandler city	6,287,370.40	
	Gilbert town	6,117,622.40	
	Glendale city	6,075,901.60	
	Maricopa County	30,350,040.80	16,080,982.50
	Mesa city	12,470,787.90	
	Mohave County	5,108,113.80	
	Phoenix city	40,468,743.40	14,881,151.50
	Pima County	12,018,046.20	
	Pinal County	11,141,331.60	
	Scottsdale city	6,212,836.30	
	Tucson city	13,194,486.10	7,663,362.00
	Yavapai County	5,659,849.10	
	Yuma County	5,146,777.20	
Minimum payment to the state	229,148,492.50		
Arkansas	Total allocation	159,011,280.60	
	Eligible local governments		
	Benton County	6,618,705.40	
	Pulaski County	9,292,592.10	
	Washington County	5,671,357.10	

**U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE PROGRAM**

Allocations to States and Eligible Units of Local Government

Minimum payment to the state 137,428,626.00

2,065,640,340.90	Total allocation	21,315,291.50	Santa Clara County
			Santa Barbara County
		7,817,891.20	Santa Ana city
		18,033,884.10	San Mateo County
		6,660,280.20	San Luis Obispo County
		24,038,066.30	San Jose city
		10,573,483.90	San Joaquin County
		20,738,732.70	San Francisco city
		33,496,567.10	San Diego city
		38,581,238.20	San Diego County
		5,076,390.20	San Bernardino city
		41,163,543.30	San Bernardino County
		12,083,175.00	Sacramento city
		24,429,504.30	Sacramento County
		7,795,353.90	Riverside city
		45,312,870.70	Riverside County
		9,370,821.90	Placer County
		4,913,994.80	Oxnard city
		51,887,659.90	Orange County
		10,187,197.90	Oakland city
		5,012,189.60	Moreno Valley city
		10,211,429.00	Monterey County
		5,062,557.30	Modesto city
		6,532,514.10	Merced County
		6,088,967.50	Marin County
		93,620,845.50	Los Angeles city
		126,658,598.10	Los Angeles County
		10,883,477.20	Long Beach city
		12,140,412.10	Kern County
		6,761,203.90	Irvine city
		12,505,501.70	Fresno city
		10,998,680.70	Fresno County
		5,672,192.70	Fremont city
		5,047,289.30	Fontana city
		27,137,081.80	Contra Costa County
		6,457,515.40	Chula Vista city
		5,156,423.40	Butte County
		9,037,138.60	Bakersfield city
		8,242,452.90	Anaheim city
		23,459,178.50	Alameda County
			Eligible local governments
			Alameda County
			Anaheim city
			Bakersfield city
			Butte County
			Chula Vista city
			Contra Costa County
			Fontana city
			Fremont city
			Fresno County
			Fresno city
			Irvine city
			Kern County
			Long Beach city
			Los Angeles County
			Los Angeles city
			Marin County
			Merced County
			Modesto city
			Monterey County
			Moreno Valley city
			Oakland city
			Orange County
			Oxnard city
			Placer County
			Riverside County
			Riverside city
			Sacramento County
			Sacramento city
			San Bernardino County
			San Bernardino city
			San Diego County
			San Diego city
			San Francisco city
			San Joaquin County
			San Jose city
			San Luis Obispo County
			San Mateo County
			Santa Ana city
			Santa Barbara County
			Santa Clara County

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	Santa Clarita city	5,010,401.60	
	Santa Cruz County	6,427,426.50	4,288,709.70
	Solano County	10,530,950.10	4,653,745.30
	Sonoma County	11,629,418.40	5,702,821.40
	Stanislaus County	7,891,901.90	4,810,337.00
	Stockton city	7,356,300.70	3,694,889.40
	Tulare County	10,967,392.00	4,369,324.90
	Ventura County	14,988,577.00	5,752,251.10
	Yolo County	5,187,335.60	3,010,742.90
	State remainder high-needs		26,275,651.70
	Minimum payment to the state	1,184,985,003.60	
Colorado	Total allocation	304,730,615.90	
	Eligible local governments		
	Adams County	11,176,138.60	
	Arapahoe County	7,783,694.80	6,003,759.00
	Aurora city	9,031,745.30	
	Boulder County	7,767,478.60	4,604,451.20
	Colorado Springs city	11,387,544.20	
	Denver city	17,316,570.00	9,957,986.20
	Douglas County	8,326,115.30	
	El Paso County	5,766,911.60	5,102,608.20
	Jefferson County	13,879,740.10	
	Larimer County	8,498,587.80	3,246,771.60
	Weld County	7,726,902.40	
	Minimum payment to the state	196,069,187.20	
Connecticut	Total allocation and payment to the State remainder high-needs	186,635,859.80	34,919,622.30
Delaware	Total allocation	152,000,000.00	
	Eligible local governments		
	New Castle County	39,248,426.90	
	Sussex County	16,452,641.50	
	Minimum payment to the state	96,298,931.60	
District of Columbia	Total allocation and Payment to the District	152,000,000.00	
Florida	Total allocation	1,140,345,383.60	
	Eligible local governments		
	Alachua County	6,428,092.20	3,273,569.90
	Brevard County	14,381,859.80	
	Broward County	46,656,620.30	20,794,299.60
	Clay County	5,238,464.00	

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Collier County	9,196,245.80	
Escambia County	7,605,344.20	
Hialeah city	5,575,036.80	4,867,837.90
Hillsborough County	25,619,092.90	11,497,212.30
Jacksonville city/Duval County	22,883,098.50	7,956,154.90
Lake County	8,771,342.70	
Lee County	18,410,960.40	
Leon County	7,014,388.70	3,805,349.70
Manatee County	9,634,695.90	
Marion County	8,734,572.30	
Miami city	11,180,775.30	11,598,541.80
Miami-Dade County	48,158,498.70	24,024,337.60
Okaloosa County	5,035,043.80	
Orange County	26,425,271.40	13,354,032.70
Orlando city	6,867,689.10	
Osceola County	8,977,606.10	2,701,881.60
Palm Beach County	35,761,479.10	13,160,284.80
Pasco County	13,235,142.40	
Pinellas County	16,955,146.60	7,440,688.80
Polk County	17,316,686.90	
Port St. Lucie city	4,822,592.30	
Sarasota County	10,363,152.30	
Seminole County	11,273,071.80	
St. Johns County	6,323,658.40	
St. Lucie County	3,021,222.20	
St. Petersburg city	6,339,881.40	
Tampa city	9,549,806.00	
Volusia County	13,219,301.70	
State remainder high-needs		51,113,726.50
Minimum payment to the state	689,369,543.60	

Georgia

Total allocation	561,953,854.30	
Eligible local governments		
Atlanta city	12,070,911.90	
Augusta-Richmond County		
consolidated government	4,823,448.90	2,290,563.20
Chatham County	6,893,465.30	
Cherokee County	6,163,295.80	
Clayton County	6,960,773.20	3,134,056.40
Cobb County	18,104,569.60	5,004,811.50
DeKalb County	17,108,526.70	7,611,643.50
Forsyth County	5,817,443.50	
Fulton County	14,245,224.70	10,730,417.80
Gwinnett County	22,299,025.20	5,451,806.10

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	Hall County	4,869,249.70	
	Henry County	5,586,629.30	
	State remainder high-needs		42,101,341.50
	Minimum payment to the state	437,011,290.50	
Hawaii	Total allocation	152,000,000.00	
	Eligible local governments		
	Hawaii County	9,734,982.50	1,822,017.30
	Honolulu County	47,080,604.20	12,050,751.90
	Minimum payment to the state	95,184,413.30	
Idaho	Total allocation	152,000,000.00	
	Eligible local governments		
	Ada County	9,669,349.00	
	Boise City city	8,763,416.90	
	Canyon County	8,797,481.70	
	Minimum payment to the state	124,769,752.40	
Illinois	Total allocation	660,466,832.10	
	Eligible local governments		
	Champaign County	4,918,131.60	2,932,347.60
	Chicago city	63,185,615.40	39,014,629.90
	Cook County	57,610,056.70	17,564,879.80
	DuPage County	21,646,566.70	5,033,471.30
	Kane County	12,487,197.80	3,045,955.70
	Lake County	16,336,816.90	
	Madison County	6,167,712.20	
	McHenry County	7,218,657.30	
	St. Clair County	6,090,781.70	2,351,805.80
	Will County	16,200,968.90	
	Winnebago County	6,627,559.30	
	State remainder high-needs		32,333,425.50
	Minimum payment to the state	441,976,767.60	
Indiana	Total allocation	354,431,918.60	
	Eligible local governments		
	Allen County	2,579,900.90	
	Elkhart County	4,888,466.40	
	Fort Wayne city	6,406,148.50	
	Hamilton County	8,007,887.00	
	Indianapolis city/Marion County	22,852,107.50	10,570,152.00
	Lake County	11,501,913.00	
	St. Joseph County	6,439,884.80	
	State remainder high-needs		32,362,016.10

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	Minimum payment to the state	291,755,610.50	
Iowa	Total allocation	165,991,827.80	
	Eligible local governments		
	Des Moines city	5,072,063.70	
	Linn County	5,367,267.40	
	Polk County	6,537,949.50	
	Minimum payment to the state	149,014,547.20	
Kansas	Total allocation	152,887,147.60	
	Eligible local governments		
	Johnson County	14,225,969.70	
	Sedgwick County	2,978,002.50	
	Wichita city	9,208,560.70	
	Minimum payment to the state	126,474,614.70	
Kentucky	Total allocation	234,921,051.60	
	Eligible local governments		
	Lexington-Fayette urban county	7,646,451.20	
	Louisville/Jefferson County		
	metro government	18,143,071.90	6,352,620.50
	State remainder high-needs		23,521,396.70
	Minimum payment to the state	209,131,528.50	
Louisiana	Total allocation	243,739,515.50	
	Eligible local governments		
	Baton Rouge city	5,196,207.30	
	Caddo Parish	5,667,328.60	2,496,825.60
	Calcasieu Parish	4,799,831.20	
	East Baton Rouge Parish	5,186,463.00	4,511,768.30
	Jefferson Parish	10,204,159.50	4,314,362.30
	Lafayette Parish	5,766,092.30	
	New Orleans city	9,204,985.10	6,633,047.50
	St. Tammany Parish	6,144,277.50	
	Minimum payment to the state	191,570,171.00	
Maine	Total allocation	152,000,000.00	
	Eligible local governments		
	Cumberland County	15,011,177.70	
	York County	10,565,777.10	
	Minimum payment to the state	126,423,045.20	
Maryland	Total allocation	317,747,513.80	
	Eligible local governments		

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	Anne Arundel County	13,699,463.70	
	Baltimore County	19,568,128.40	6,659,983.30
	Baltimore city	14,036,632.30	9,091,297.70
	Frederick County	6,138,546.20	
	Harford County	6,041,435.20	
	Howard County	7,702,894.40	
	Montgomery County	24,849,822.50	9,636,691.40
	Prince George's County	21,506,493.40	9,089,609.20
	Minimum payment to the state	204,204,097.70	
Massachusetts	Total allocation	361,705,352.90	
	Eligible local governments		
	Barnstable County	5,029,788.20	
	Boston city	16,355,844.50	13,737,146.80
	Bristol County	13,347,677.40	5,889,628.20
	Norfolk County	16,690,589.10	
	Plymouth County	12,308,257.10	
	State remainder high-needs		54,861,942.10
	Minimum payment to the state	297,973,196.60	
Michigan	Total allocation	522,944,454.40	
	Eligible local governments		
	Detroit city	15,788,255.30	12,293,074.80
	Genesee County	9,562,362.40	3,339,609.50
	Grand Rapids city	4,736,563.80	2,593,925.80
	Ingham County	6,890,100.00	3,298,593.70
	Kalamazoo County	6,245,874.70	
	Kent County	10,743,575.60	
	Macomb County	20,593,812.90	5,462,578.50
	Oakland County	29,633,042.80	7,161,758.80
	Ottawa County	6,876,527.40	
	Washtenaw County	8,661,955.10	3,643,212.00
	Wayne County	25,432,335.80	7,255,291.80
	State remainder high-needs		25,087,400.10
	Minimum payment to the state	377,780,048.60	
Minnesota	Total allocation	296,840,345.10	
	Eligible local governments		
	Anoka County	8,453,893.60	
	Dakota County	10,161,626.50	
	Hennepin County	19,806,788.10	11,910,774.10
	Minneapolis city	10,175,482.50	
	Ramsey County	5,737,248.20	1,842,927.80
	St. Paul city	7,297,443.40	4,290,976.20

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	Washington County	6,216,052.90	
	Minimum payment to the state	228,991,809.90	
Mississippi	Total allocation	155,667,057.10	
	Eligible local governments		
	Harrison County	4,897,617.90	
	Hinds County	5,456,861.40	2,436,368.50
	Minimum payment to the state	145,312,577.80	
Missouri	Total allocation	322,771,299.80	
	Eligible local governments		
	Clay County	2,880,505.30	
	Greene County	6,936,111.90	
	Jackson County	9,139,136.60	6,460,691.30
	Jefferson County	5,326,719.80	
	Kansas City city	11,722,305.00	
	St. Charles County	9,514,168.40	
	St. Louis County	23,528,647.20	6,335,816.20
	St. Louis city	7,113,368.60	5,328,629.60
	State remainder high-needs		23,039,900.40
	Minimum payment to the state	246,610,337.00	
Montana	Total allocation and payment to the	152,000,000.00	
Nebraska	Total allocation	152,000,000.00	
	Eligible local governments		
	Douglas County	3,293,221.50	4,708,947.20
	Lancaster County	1,060,365.30	
	Lincoln city	10,222,547.10	
	Omaha city	16,908,704.30	
	Minimum payment to the state	120,515,161.80	
Nevada	Total allocation	164,664,233.60	
	Eligible local governments		
	Clark County	25,096,918.20	20,802,591.40
	Henderson city	7,702,744.40	
	Las Vegas city	15,668,695.00	
	North Las Vegas city	6,061,705.20	
	Reno city	6,148,959.40	
	Washoe County	5,194,310.70	
	Minimum payment to the state	98,790,900.70	
New Hampshire	Total allocation	152,000,000.00	
	Eligible local governments		

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	Hillsborough County	20,978,362.30	
	Rockingham County	15,582,869.90	
	Minimum payment to the state	115,438,767.80	
New Jersey	Total allocation	466,057,394.60	
	Eligible local governments		
	Atlantic County	6,225,762.90	2,659,776.30
	Bergen County	22,011,107.20	9,230,803.80
	Burlington County	10,515,558.40	
	Camden County	11,958,768.00	4,535,311.50
	Essex County	12,206,528.20	7,231,466.50
	Gloucester County	6,886,094.70	1,566,485.50
	Hudson County	9,688,360.90	13,239,533.70
	Jersey City city	6,188,101.80	
	Mercer County	8,675,738.80	3,603,363.30
	Middlesex County	19,481,322.80	8,657,649.10
	Monmouth County	14,610,956.70	5,334,359.10
	Morris County	11,613,419.60	
	Newark city	6,658,829.70	8,377,775.90
	Ocean County	14,336,845.60	4,875,165.00
	Passaic County	11,849,090.50	9,287,784.10
	Somerset County	7,766,773.20	
	Union County	13,136,296.00	7,365,537.70
	Minimum payment to the state	272,247,839.60	
New Mexico	Total allocation	152,000,000.00	
	Eligible local governments		
	Albuquerque city	18,284,318.50	
	Bernalillo County	3,869,074.30	6,428,672.40
	Doña Ana County	7,117,670.50	
	Minimum payment to the state	122,728,936.70	
New York	Total allocation	1,014,599,304.80	
	Eligible local governments		
	Albany County	7,170,141.20	
	Babylon town	4,931,951.10	1,798,230.20
	Brookhaven town	11,283,374.40	3,623,274.70
	Buffalo city	5,991,444.80	5,192,719.40
	Dutchess County	6,905,214.90	2,924,588.90
	Erie County	15,570,236.70	
	Hempstead town	18,000,808.10	4,719,307.10
	Huntington town	4,705,749.90	1,075,921.50
	Islip town	7,735,855.40	2,249,044.80
	Monroe County	12,581,531.70	

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	Nassau County	1,422,734.60	3,459,037.40
	New York city	195,662,785.30	201,641,445.90
	Niagara County	4,911,767.10	
	North Hempstead town	5,419,933.50	
	Oneida County	5,366,845.00	
	Onondaga County	10,808,464.60	4,309,930.00
	Orange County	9,034,435.20	3,612,727.50
	Oyster Bay town	7,003,154.10	
	Rochester city	4,827,604.70	4,641,460.90
	Rockland County	7,646,177.60	3,956,777.00
	Saratoga County	5,394,820.90	
	Suffolk County	5,998,485.70	1,639,020.80
	Westchester County	18,004,469.40	9,036,400.40
	Yonkers city	4,702,628.40	3,913,203.90
	State remainder high-needs		39,055,780.90
	Minimum payment to the state	633,518,690.50	
North Carolina	Total allocation	556,224,452.60	
	Eligible local governments		
	Buncombe County	6,233,394.90	
	Cabarrus County	5,165,710.30	
	Charlotte city	21,137,664.50	7,703,975.60
	Cumberland County	2,955,762.00	
	Durham County	984,919.90	
	Durham city	6,658,244.50	
	Fayetteville city	5,051,252.40	
	Forsyth County	3,206,299.60	
	Gaston County	5,358,446.20	
	Greensboro city	7,081,065.60	
	Guilford County	5,738,739.40	
	Johnston County	4,995,932.70	
	Mecklenburg County	5,361,286.20	
	New Hanover County	5,595,762.50	
	Raleigh city	11,313,786.80	
	Union County	5,724,300.90	
	Wake County	15,248,693.30	7,033,285.40
	Winston-Salem city	5,917,275.50	
	State remainder high-needs		57,343,664.10
	Minimum payment to the state	432,495,915.40	
	Total allocation and payment to the state	152,000,000.00	
North Dakota			
Ohio	Total allocation	613,542,290.60	

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	Eligible local governments		
	Butler County	9,049,542.80	
	Cincinnati city	7,178,997.50	
	Clermont County	4,875,785.00	
	Cleveland city	8,999,350.70	7,507,658.50
	Columbus city	21,223,628.80	10,712,889.20
	Cuyahoga County	20,172,784.60	6,819,143.40
	Delaware County	4,738,624.90	
	Franklin County	10,333,112.80	
	Hamilton County	12,129,539.10	8,683,086.80
	Lake County	5,436,069.90	
	Lorain County	7,318,188.90	
	Lucas County	3,674,506.40	
	Mahoning County	5,401,443.30	
	Montgomery County	12,558,332.70	4,880,855.60
	Stark County	8,753,634.10	
	Summit County	12,778,610.80	
	Toledo city	6,442,981.40	
	Warren County	5,541,248.80	
	State remainder high-needs		48,851,809.00
	Minimum payment to the state	446,935,908.10	
Oklahoma	Total allocation	208,871,409.80	
	Eligible local governments		
	Cleveland County	5,081,170.80	
	Oklahoma City city	15,559,933.50	
	Oklahoma County	6,437,783.90	6,804,143.60
	Tulsa County	6,090,839.50	5,373,091.20
	Tulsa city	9,529,689.40	
	Minimum payment to the state	166,171,992.70	
Oregon	Total allocation	222,551,580.10	
	Eligible local governments		
	Clackamas County	9,908,500.20	
	Jackson County	5,246,212.90	
	Lane County	9,072,003.90	4,442,985.00
	Marion County	8,258,777.30	
	Multnomah County	3,818,050.30	2,362,842.30
	Portland city	15,546,521.70	9,639,287.40
	Washington County	14,241,973.10	5,346,431.00
	Minimum payment to the state	156,459,540.70	
Pennsylvania	Total allocation	670,736,456.90	
	Eligible local governments		

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	Allegheny County	21,590,772.00	11,002,326.80
	Berks County	9,929,747.80	2,726,764.10
	Bucks County	14,812,668.30	
	Chester County	12,377,621.00	
	Cumberland County	5,973,682.90	
	Dauphin County	6,561,431.80	
	Delaware County	13,362,145.80	
	Erie County	6,359,354.10	
	Lackawanna County	4,943,466.10	
	Lancaster County	12,866,488.30	
	Lehigh County	8,707,379.10	3,080,729.50
	Luzerne County	7,483,713.60	
	Montgomery County	19,590,412.30	4,788,637.40
	Northampton County	7,197,678.50	
	Philadelphia city	37,347,342.20	21,044,155.10
	Pittsburgh city	7,079,817.50	
	Washington County	4,877,238.50	
	Westmoreland County	8,225,962.00	
	York County	10,587,402.30	
	State remainder high-needs		49,304,737.20
	Minimum payment to the state	450,862,132.80	
	Total allocation and payment to the state	152,000,000.00	
Rhode Island			
South Carolina	Total allocation	273,790,199.40	
	Eligible local governments		
	Anderson County	4,847,089.60	
	Berkeley County	5,453,675.70	
	Charleston County	9,844,695.00	
	Greenville County	12,528,041.10	
	Horry County	8,472,942.60	
	Lexington County	7,148,905.50	
	Richland County	9,948,859.60	
	Spartanburg County	7,652,260.30	
	York County	6,723,656.30	
	State remainder high-needs		30,799,134.00
	Minimum payment to the state	201,170,073.70	
	Total allocation and payment to the state	152,000,000.00	
South Dakota			
Tennessee	Total allocation	361,351,705.60	
	Eligible local governments		

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	Hamilton County	8,757,716.70	
	Knox County	11,198,540.60	
	Memphis city	15,502,585.30	9,029,653.80
	Montgomery County	4,976,295.80	
	Nashville-Davidson metropolitan government	16,528,141.40	6,517,253.20
	Rutherford County	7,911,980.00	
	Shelby County	6,812,110.40	
	Williamson County	5,676,786.40	
	State remainder high-needs		28,630,161.20
	Minimum payment to the state	283,987,549.00	
Texas	Total allocation	1,540,557,002.30	
	Eligible local governments		
	Arlington city	9,536,037.00	
	Austin city	23,404,310.70	11,908,542.00
	Bell County	8,677,001.40	
	Bexar County	10,910,255.00	
	Brazoria County	8,948,124.80	
	Brazos County	5,480,112.00	3,480,964.50
	Cameron County	10,117,231.00	3,198,494.20
	Collin County	13,799,847.30	
	Corpus Christi city	7,808,211.00	
	Dallas County	21,417,482.90	10,524,909.10
	Dallas city	32,122,936.90	18,102,740.50
	Denton County	18,253,874.30	
	El Paso County	3,765,842.10	5,069,220.30
	El Paso city	16,299,155.70	
	Fort Bend County	18,396,369.50	
	Fort Worth city	21,746,895.50	7,324,890.50
	Frisco city	4,793,433.40	
	Galveston County	8,180,061.30	
	Garland city	5,736,340.40	
	Harris County	58,361,826.30	13,063,587.70
	Hays County	5,503,542.40	2,048,531.60
	Hidalgo County	20,769,560.10	5,857,174.20
	Houston city	55,474,337.90	30,593,812.30
	Irving city	5,733,232.20	
	Jefferson County	6,014,564.60	
	Laredo city	6,275,789.90	2,020,165.00
	Lubbock County	1,236,241.50	
	Lubbock city	6,189,025.60	
	McLennan County	6,135,494.30	
	Montgomery County	14,384,603.60	

**U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE PROGRAM
Allocations to States and Eligible Units of Local Government**

	Nueces County	853,728.00	
	Plano city	6,877,951.60	
	San Antonio city	36,992,638.70	12,705,563.20
	Smith County	5,564,748.40	
	Tarrant County	19,212,656.60	7,195,005.40
	Travis County	8,378,311.40	
	Webb County	338,569.60	86,819.10
	Williamson County	12,795,064.90	
	State remainder high-needs		65,715,264.70
	Minimum payment to the state	1,014,071,592.50	
Utah	Total allocation	170,520,927.30	
	Eligible local governments		
	Davis County	8,508,417.00	
	Salt Lake City city	4,800,559.40	
	Salt Lake County	22,974,432.30	6,078,501.50
	Utah County	15,228,247.50	
	Weber County	6,228,182.90	
	Minimum payment to the state	112,781,088.20	
	Total allocation and payment to the state	152,000,000.00	
Vermont			
Virginia	Total allocation	450,746,248.90	
	Eligible local governments		
	Arlington County	5,628,250.50	
	Chesapeake city	5,818,194.10	
	Chesterfield County	8,383,893.30	
	Fairfax County	27,269,646.40	7,831,320.00
	Henrico County	7,861,471.30	
	Loudoun County	9,827,207.50	
	Norfolk city	5,768,456.60	3,306,135.30
	Prince William County	11,176,916.30	
	Richmond city	5,476,020.00	3,806,320.70
	Virginia Beach city	10,693,062.90	
	State remainder high-needs		43,303,690.10
	Minimum payment to the state	352,843,130.00	
Washington	Total allocation	403,683,291.70	
	Eligible local governments		
	Benton County	4,875,836.40	
	Clark County	11,647,258.90	
	King County	35,762,026.00	13,869,649.90
	Kitsap County	6,476,138.50	

**U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE PROGRAM
Allocations to States and Eligible Units of Local Government**

	Pierce County	16,392,414.60	7,397,406.80
	Seattle city	17,979,333.70	10,751,629.80
	Snohomish County	19,611,244.30	6,960,527.20
	Spokane County	7,173,770.20	
	Spokane city	5,297,865.00	
	Tacoma city	5,196,383.50	
	Thurston County	6,930,896.90	
	Whatcom County	5,468,813.90	2,352,268.00
	Yakima County	5,984,714.10	
	State remainder high-needs		23,589,100.10
	Minimum payment to the state	254,886,595.70	
West Virginia	Total allocation and payment to the state	152,000,000.00	
Wisconsin	Total allocation	306,039,006.10	
	Eligible local governments		
	Brown County	6,257,190.20	
	Dane County	6,788,742.20	5,800,264.30
	Madison city	6,142,189.70	
	Milwaukee County	8,410,244.30	
	Milwaukee city	13,958,935.00	10,238,888.10
	Waukesha County	9,560,462.10	
	State remainder high-needs		26,326,205.40
	Minimum payment to the state	254,921,242.60	
Wyoming	Total allocation and payment to the state	152,000,000.00	

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

This Subrecipient's Agreement ("Agreement"), for the use of U.S. Department of the Treasury ("Treasury Department") Emergency Rental Assistance funding under the American Rescue Plan Act of 2021 (Title III, Section 3201, Public Law 117-2), 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 Lift to Rise, a California public benefit corporation, hereinafter referred to as "SUBRECIPIENT".

W I T N E S S E T H:

WHEREAS, the American Rescue Plan Act of 2021, provides that additional 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 stability, including eviction prevention, incurred as a result of COVID-19; and

WHEREAS, COUNTY has received an direct allocation of \$62,849,621 of Treasury Department Emergency Rental Assistance Program funding; and

WHEREAS, on _____, in Minute Order _____, the Board of Supervisors accepted the allocation of \$62,849,621 of Emergency Rental Assistance Program ("ERAP") funding from the Treasury Department and approved the continuation of the Emergency Rental Assistance Program, a countywide rental and utility assistance program 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 the necessary program and administrative activities under the COUNTY's Emergency Rental Assistance Program; and

WHEREAS, SUBRECIPIENT has submitted, and COUNTY has accepted, a proposal to receive funding through the Emergency Rental Assistance Program to carry out activities within the Eastern Desert and San Gorgonio Pass service area of Riverside County; and

WHEREAS, COUNTY shall require SUBRECIPIENT to attempt to make all rental assistance

payments directly to landlords or legally authorized representatives. The County will authorize SUBRECIPIENT to make rental assistance payments directly to tenant when SUBRECIPIENT submits acceptable documentation to County, in writing, demonstrating landlord refusal to participate and accept ERAP payment. County will notify SUBRECIPIENT of authorization to proceed with direct-to-tenant rental assistance payment;

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

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

2. TERM OF AGREEMENT. This Agreement shall become effective upon July 1, 2021, and shall continue in full force and effect until **March 1, 2022**.

3. PERFORMANCE AND OUTCOMES. SUBRECIPIENT shall proceed consistent with Section II and Section IV as set forth in Exhibit A.

4. EXTENSION OF TIME. COUNTY may grant an extension, in its sole and absolute discretion, to the completion schedule for the purpose of completing SUBRECIPIENT'S ERAP activities which are underway and cannot be completed during the term of this Agreement. SUBRECIPIENT shall request said extension in writing, stating the reasons therefore, and may be granted only by receiving written approval from COUNTY. Every term, condition, covenant and requirement of this Agreement shall continue in full force and effect during the period of any such extension.

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

6. NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the COUNTY or SUBRECIPIENT is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight

courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Heidi Marshall, Director	Heather Vaikona, President & CEO
County of Riverside HHPWS	Lift To Rise
3403 Tenth Street, Suite 300	73-710 Fred Waring Drive, Suite 100
Riverside, CA 92504	Palm Desert, CA 92260

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

8. PAYMENT OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT the sum specified in Section 1 through funding advances for each performance period, as follows:

- Advance Request #1
- Advance Request #2
- Advance Request #3
- Advance Request #4

The SUBRECIPIENT shall submit to the Director of HHPWS, in writing, a certified statement, in a format acceptable to the COUNTY, that sets forth in detail the estimated expenditures to be made for each performance period for tenant rental assistance payments, direct program staffing, and other program related expense including but not limited to: materials, supplies, marketing, travel, and indirect costs. If the COUNTY elects to utilize monthly funding advances, the COUNTY will transfer the funds within ten (10) days of receiving an approved funding advance request. The County may approve

additional performance periods or modify performance periods.

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

9. RECORDS AND INSPECTIONS.

- a. SUBRECIPIENT shall establish and maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) as it relates to the acceptance and use of federal funds under this Agreement. Said records shall be retained for a period of five (5) years from the date that the activity or program funded with the Emergency Rental Assistance Program is closed out by the COUNTY and reported as complete to the Board of Supervisors. Exceptions to the five-year retention period requirement, pursuant to 2 CFR 200.333 include the following:
 - i. if any litigation, claim, or audit is started prior to the expiration of the three (3) period;
 - ii. when the SUBRECIPIENT is notified in writing by the COUNTY or a Federal agency to extend the retention period;
- b. SUBRECIPIENT shall maintain a separate account for Emergency Rental Assistance Program funds received as set forth in Exhibit A.
- c. SUBRECIPIENT shall obtain an external audit in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.500). Audits shall usually be performed annually but not less frequently than every two years. Nonprofit institutions and government agencies that expend less than \$750,000 a year in federal awards are exempt from federal audit requirements, but records must be available for review by appropriate officials of the federal grantor agency or subgranting entity. The audit report shall be submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.
- d. SUBRECIPIENT shall, during normal business hours make available to COUNTY and to authorized Federal Agencies for examination and copying all of its records and other materials

with respect to matters covered by this Agreement.

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

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

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

c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations;33

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

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

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

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

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

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

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

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

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

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

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

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

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

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

r. *Energy Efficiency:* Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy

and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat.871).

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

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

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

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

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

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

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

a. Workers' Compensation:

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

b. Commercial General Liability:

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

c. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than

two (2) times the occurrence limit. Policy shall name the County of Riverside as Additional Insured.

d. General Insurance Provisions - All lines:

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

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

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

and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

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

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

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

relationship between the parties; and the SUBRECIPIENT shall hold the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that the SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of the COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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

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

18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

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

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

c. No employee, officer or agent of the Subrecipient shall participate in the selection,

or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

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

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

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

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

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

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

agreement.

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

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

20. TERMINATION.

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

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

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

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

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

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

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

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

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

- a. Title of program, listing of components, description of activities/operations.
- b. The projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals; additionally, identify any problems encountered in meeting goals.
- c. The total number of households assisted:
 - Total applications received
 - Total applications approved
 - Total Households awarded ERAP funding that are 50% AMI or below;
 - Total Households awarded ERAP funding that are between 50% and 80% AMI:
 - Assistance provided to each household including arrears, current rent, utility assistance, and other services;
 - 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, Homelessness Prevention, and Workforce Solutions or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by COUNTY.

26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of funding pursuant to this Agreement is the American Rescue Plan Act of 2021(CFDA [REDACTED]).

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

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

29. WAIVER. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of

the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

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

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

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

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

34. FORCE MAJEURE.

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

b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and

interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) calendar days after it obtains knowledge of the event.

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

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

[Signatures on Following Page]

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

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

LIFT TO RISE,
a California public benefit corporation

BY: _____

BY: _____

Name: Heather Vaikona
Title: President & CEO

Date: _____

Date: _____

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By:  _____
Amrit P. Dhillon,
Deputy County Counsel

**EMERGENCY RENTAL ASSISTANCE PROGRAM 2.0
SUBRECIPIENT'S AGREEMENT SCOPE OF WORK**

I. GENERAL INFORMATION

SUBRECIPIENT NAME: Lift to Rise	DUNS #: 04-838-7269
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ADDRESS: 73-710 Fred Waring Drive, Suite 100
Palm Desert, CA 92260

PROGRAM CONTACTS: Heather Vaikona, President & CEO / Araceli Palafox, Deputy Director

PHONE: (760) 349-8013	FAX:
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E-MAIL: heather@lifttorise.org

PROJECT NAME: Riverside County Emergency Rental Assistance Program

PROJECT LOCATION: San Gorgonio Pass and Eastern Desert Region (Service Area Map attached)
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PROJECT FUNDING SUMMARY: \$

II. SCOPE OF SERVICE

A. Activities

Subrecipient will be responsible for administering an 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.

Lift to Rise shall use funding awarded under the Emergency Rental Assistance Program funding to provide rental assistance and utility assistance to eligible tenant households in the San Gorgonio 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.

Lift to Rise shall adhere to both the County's Emergency Rental Assistance Program and U.S. Treasury Department eligibility guidelines including household income limit of 80% AMI for Riverside County (**Table 1**), and applicable provisions of the Treasury Department Award Terms and Conditions.

B. Levels of Accomplishment – Goals and Performance Measures

Subrecipient anticipates serving approximately up to _____ households with rental and/or utility assistance based upon \$ _____ of direct ERAP funding (excludes program administration) in accordance with the following performance schedule:

July 2021	1250	November 2021	1000
August 2021	1250	December 2021	1000
September 2021	1250	January 2022	TBD
October 2021	1250	February 2022	TBD

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 \$ _____. 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
Rental and Utility Assistance Provided to Tenants	\$ _____
Administration and Program Delivery Costs	\$ _____
United Lift Administrative Expenses	\$ _____
TOTAL ERAP BUDGET	\$ _____

The County will reimburse Subrecipient for all eligible and approved ERAP expenses incurred on or after July 1, 2021. All ERAP final payment advances or reimbursement requests must be submitted to the County no later than 4:00 PM on March 1, 2022.

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 Riverside County Emergency Rental Assistance Program;
- iv. Records required to determine the eligibility of activities including address, household income and size, rental obligation, payment of rent/arrears/utilities, 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 five (5) 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 five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Assisted Tenant Household Data

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

4. Disclosure

The Subrecipient understands that tenant 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 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 Comptroller 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 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 80 percent (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).
 - f. Subrecipient shall obtain written authorization from the tenant to provide information to the State of California strictly for the purpose of deduplication of services that shall be limited to the following information: name, address, household income level and size, and amount of rental assistance payment amounts.

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

This Subrecipient's Agreement ("Agreement"), for the use of U.S. Department of the Treasury ("Treasury Department") Emergency Rental Assistance funding under the American Rescue Plan Act of 2021 (Title III, Section 3201, Public Law 117-2), 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 Lift to Rise, a California public benefit corporation, hereinafter referred to as "SUBRECIPIENT".

W I T N E S S E T H:

WHEREAS, the American Rescue Plan Act of 2021, provides that additional 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 stability, including eviction prevention, incurred as a result of COVID-19; and

WHEREAS, COUNTY has received an direct allocation of \$62,849,621 of Treasury Department Emergency Rental Assistance Program funding; and

WHEREAS, on _____, in Minute Order _____, the Board of Supervisors accepted the allocation of \$62,849,621 of Emergency Rental Assistance Program ("ERAP") funding from the Treasury Department and approved the continuation of the Emergency Rental Assistance Program, a countywide rental and utility assistance program 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 the necessary program and administrative activities under the COUNTY's Emergency Rental Assistance Program; and

WHEREAS, SUBRECIPIENT has submitted, and COUNTY has accepted, a proposal to receive funding through the Emergency Rental Assistance Program to carry out activities within the Eastern Desert and San Gorgonio Pass service area of Riverside County; and

WHEREAS, COUNTY shall require SUBRECIPIENT to attempt to make all rental assistance

payments directly to landlords or legally authorized representatives. The County will authorize SUBRECIPIENT to make rental assistance payments directly to tenant when SUBRECIPIENT submits acceptable documentation to County, in writing, demonstrating landlord refusal to participate and accept ERAP payment. County will notify SUBRECIPIENT of authorization to proceed with direct-to-tenant rental assistance payment;

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

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

2. TERM OF AGREEMENT. This Agreement shall become effective upon July 1, 2021, and shall continue in full force and effect until **March 1, 2022**.

3. PERFORMANCE AND OUTCOMES. SUBRECIPIENT shall proceed consistent with Section II and Section IV as set forth in Exhibit A.

4. EXTENSION OF TIME. COUNTY may grant an extension, in its sole and absolute discretion, to the completion schedule for the purpose of completing SUBRECIPIENT'S ERAP activities which are underway and cannot be completed during the term of this Agreement. SUBRECIPIENT shall request said extension in writing, stating the reasons therefore, and may be granted only by receiving written approval from COUNTY. Every term, condition, covenant and requirement of this Agreement shall continue in full force and effect during the period of any such extension.

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

6. NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the COUNTY or SUBRECIPIENT is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight

courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Heidi Marshall, Director	Heather Vaikona, President & CEO
County of Riverside HHPWS	Lift To Rise
3403 Tenth Street, Suite 300	73-710 Fred Waring Drive, Suite 100
Riverside, CA 92504	Palm Desert, CA 92260

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

8. PAYMENT OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT the sum specified in Section 1 through funding advances for each performance period, as follows:

- Advance Request #1
- Advance Request #2
- Advance Request #3
- Advance Request #4

The SUBRECIPIENT shall submit to the Director of HHPWS, in writing, a certified statement, in a format acceptable to the COUNTY, that sets forth in detail the estimated expenditures to be made for each performance period for tenant rental assistance payments, direct program staffing, and other program related expense including but not limited to: materials, supplies, marketing, travel, and indirect costs. If the COUNTY elects to utilize monthly funding advances, the COUNTY will transfer the funds within ten (10) days of receiving an approved funding advance request. The County may approve

additional performance periods or modify performance periods.

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

9. RECORDS AND INSPECTIONS.

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

- i. if any litigation, claim, or audit is started prior to the expiration of the three (3) period;
- ii. when the SUBRECIPIENT is notified in writing by the COUNTY or a Federal agency to extend the retention period;

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

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

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

with respect to matters covered by this Agreement.

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

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

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

c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations;33

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

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

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

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

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

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

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

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

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

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

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

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

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

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

r. *Energy Efficiency:* Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy

and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat.871).

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

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

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

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

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

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

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

a. Workers' Compensation:

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

b. Commercial General Liability:

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

c. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than

two (2) times the occurrence limit. Policy shall name the County of Riverside as Additional Insured.

d. General Insurance Provisions - All lines:

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

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

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

and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

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

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

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

relationship between the parties; and the SUBRECIPIENT shall hold the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that the SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of the COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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

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

18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

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

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

c. No employee, officer or agent of the Subrecipient shall participate in the selection,

or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

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

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

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

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

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

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

agreement.

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

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

20. TERMINATION.

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

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

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

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

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

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

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

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

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

- a. Title of program, listing of components, description of activities/operations.
- b. The projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals; additionally, identify any problems encountered in meeting goals.
- c. The total number of households assisted:
 - Total applications received
 - Total applications approved
 - Total Households awarded ERAP funding that are 50% AMI or below;
 - Total Households awarded ERAP funding that are between 50% and 80% AMI:
 - Assistance provided to each household including arrears, current rent, utility assistance, and other services;
 - 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, Homelessness Prevention, and Workforce Solutions or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by COUNTY.

26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of funding pursuant to this Agreement is the American Rescue Plan Act of 2021(CFDA [REDACTED]).

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

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

29. WAIVER. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of

the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

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

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

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

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

34. FORCE MAJEURE.

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

b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and

interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) calendar days after it obtains knowledge of the event.

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

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

[Signatures on Following Page]

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

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

LIFT TO RISE,
a California public benefit corporation

BY: _____

BY: _____

Name: Heather Vaikona
Title: President & CEO

Date: _____

Date: _____

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By:  _____
Amrit P. Dhillon,
Deputy County Counsel

**EMERGENCY RENTAL ASSISTANCE PROGRAM 2.0
SUBRECIPIENT'S AGREEMENT SCOPE OF WORK**

I. GENERAL INFORMATION

SUBRECIPIENT NAME: Lift to Rise	DUNS #: 04-838-7269
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ADDRESS: 73-710 Fred Waring Drive, Suite 100
Palm Desert, CA 92260

PROGRAM CONTACTS: Heather Vaikona, President & CEO / Araceli Palafox, Deputy Director

PHONE: (760) 349-8013	FAX:
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E-MAIL: heather@lifttorise.org

PROJECT NAME: Riverside County Emergency Rental Assistance Program

PROJECT LOCATION: San Gorgonio Pass and Eastern Desert Region (Service Area Map attached)
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PROJECT FUNDING SUMMARY: \$

II. SCOPE OF SERVICE

A. Activities

Subrecipient will be responsible for administering an 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.

Lift to Rise shall use funding awarded under the Emergency Rental Assistance Program funding to provide rental assistance and utility assistance to eligible tenant households in the San Gorgonio Pass and Eastern Desert region 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.

Lift to Rise shall adhere to both the County's Emergency Rental Assistance Program and U.S. Treasury Department eligibility guidelines including household income limit of 80% AMI for Riverside County (**Table 1**), and applicable provisions of the Treasury Department Award Terms and Conditions.

B. Levels of Accomplishment – Goals and Performance Measures

Subrecipient anticipates serving approximately up to _____ households with rental and/or utility assistance based upon \$ _____ of direct ERAP funding (excludes program administration) in accordance with the following performance schedule:

July 2021	1250	November 2021	1000
August 2021	1250	December 2021	1000
September 2021	1250	January 2022	TBD
October 2021	1250	February 2022	TBD

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 \$ _____. 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
Rental and Utility Assistance Provided to Tenants	\$ _____
Administration and Program Delivery Costs	\$ _____
United Lift Administrative Expenses	\$ _____
TOTAL ERAP BUDGET	\$ _____

The County will reimburse Subrecipient for all eligible and approved ERAP expenses incurred on or after July 1, 2021. All ERAP final payment advances or reimbursement requests must be submitted to the County no later than 4:00 PM on March 1, 2022.

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 Riverside County Emergency Rental Assistance Program;
- iv. Records required to determine the eligibility of activities including address, household income and size, rental obligation, payment of rent/arrears/utilities, 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 five (5) 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 five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Assisted Tenant Household Data

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

4. Disclosure

The Subrecipient understands that tenant 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 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).

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 80 percent (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).
 - f. Subrecipient shall obtain written authorization from the tenant to provide information to the State of California strictly for the purpose of deduplication of services that shall be limited to the following information: name, address, household income level and size, and amount of rental assistance payment amounts.

**SUBRECIPIENT'S AGREEMENT
FOR THE USE OF RIVERSIDE COUNTY
EMERGENCY RENTAL ASSISTANCE PROGRAM FUNDING –
HOUSING STABILITY AND EVICTION 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 American Rescue Plan Act of 2021 (Title III, Section 3201, Public Law 117-2), 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 **The Fair Housing Council of Riverside County, Inc.**, a California public benefit corporation, hereinafter referred to as "SUBRECIPIENT".

W I T N E S S E T H:

WHEREAS, the American Rescue Plan Act of 2021, provides that additional Emergency Rental Assistance Program grant funds 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 _____, in Minute Order _____, the Board of Supervisors approved the allocation of \$62,849,621 of Emergency Rental Assistance ("ERAP") funding for the 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 the necessary eviction prevention legal services under the Emergency Rental Assistance Program; and

WHEREAS, SUBRECIPIENT has submitted, and COUNTY has accepted, a proposal to provide eviction prevention and rental housing counseling services to eligible renter households through the Emergency Rental Assistance Program.

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

1. PURPOSE. SUBRECIPIENT promises and agrees to undertake and assist with

COUNTY's Emergency Rental Assistance Program activities by utilizing the sum of \$ _____, of Emergency Rental Assistance Program funds, as specifically identified in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. TERM OF AGREEMENT. This Agreement shall become effective July 1, 2021 and shall continue in full force and effect until June 30, 2022.

3. PERFORMANCE OUTCOMES. SUBRECIPIENT shall proceed consistent with Section II and Section IV as set forth in Exhibit A.

4. EXTENSION OF TIME. COUNTY may grant an extension, in its sole and absolute discretion, to the completion schedule for the purpose of completing SUBRECIPIENT'S ERAP activities which are underway and cannot be completed during the term of this Agreement. SUBRECIPIENT shall request said extension in writing, stating the reasons therefore, and may be granted only by receiving written approval from COUNTY. Every term, condition, covenant and requirement of this Agreement shall continue in full force and effect during the period of any such extension.

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

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

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
<u>Heidi Marshall, Director</u>	<u>Rose Mayes, Executive Director</u>
<u>County of Riverside HHPWS</u>	<u>Fair Housing Council of Riverside</u>
<u>3403 Tenth Street, Suite 300</u>	<u>County, Inc.</u>
<u>Riverside, CA 92504</u>	<u>PO Box 1068</u>
	<u>Riverside, CA 92502</u>

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

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

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

as to allowable costs.

9. RECORDS AND INSPECTIONS.

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

i. if any litigation, claim, or audit is started prior to the expiration of the five (5) period;

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

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

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

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

10. COMPLIANCE WITH LAWS AND REGULATIONS. The SUBRECIPIENT shall comply with all applicable federal, state and local laws, regulations and ordinances. By executing this

Agreement, the SUBRECIPIENT hereby certifies that it will adhere to and comply with the following as they may be applicable to a SUBRECIPIENT of funds granted pursuant to the Coronavirus Response and Relief Supplemental Appropriations Act of 2021:

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

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

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

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

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

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

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

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

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

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

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, he/she will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.”

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

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

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

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

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

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

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

12. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of

SUBRECIPIENT, its officers, agents, employees, subcontractors, or representatives from this Agreement. SUBRECIPIENT shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

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

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

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

a. Workers' Compensation:

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

b. Commercial General Liability:

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

c. Vehicle Liability:

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

d. General Insurance Provisions - All lines:

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

(ii). The SUBRECIPIENT'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, SUBRECIPIENT'S carriers shall either;

- 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or
- 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

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

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

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

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

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

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

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

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

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

"During the performance of this Agreement SUBRECIPIENT and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status,

age (over 40) or sex. SUBRECIPIENT and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. SUBRECIPIENT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

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

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

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

d. No covered persons who exercise or have exercised any functions or responsibilities with respect to the Emergency Rental Assistance Program – Eviction Prevention assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to activities assisted with the Emergency Rental Assistance Program funding, or with respect to the proceeds from activities assisted with Emergency Rental Assistance Program – Eviction Prevention funding, either for themselves or

those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

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

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

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

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

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

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer to employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

20. TERMINATION.

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

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

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

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

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

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

d. Upon expiration of this Agreement, the SUBRECIPIENT shall transfer to the COUNTY any Emergency Rental Assistance Program – Eviction Prevention funding on hand at the

time of expiration of the Agreement as well as any accounts receivable held by SUBRECIPIENT which are attributable to the use of Emergency Rental Assistance Program funds awarded pursuant to this Agreement.

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

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

- a. Title of program, listing of components, description of activities/operations.
- b. The projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals; additionally, identify any problems encountered in meeting goals.
- c. The total number of households assisted:
 - Total applications received
 - Total applications approved
 - Total Households assisted with ERAP funding that are 50% AMI or below;
 - Total Households assisted with ERAP funding that are between 50% and 80% AMI:
 - 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, Homelessness Prevention, and Workforce Solutions or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by COUNTY.

26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of funding pursuant to this Agreement is the Emergency Rental Housing Program pursuant to the American Rescue Plan Act of 2021(CFDA [REDACTED]).

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

28. INTERPRETATION AND GOVERNING LAW. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to

the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

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

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

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

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

33. FORCE MAJEURE.

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

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

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

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

[Signatures on Following Page]

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

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

THE FAIR HOUSING COUNCIL OF
RIVERSIDE COUNTY, INC.
a California public benefit corporation

BY: _____

BY: _____

Name: Rose Mayes

Title: Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By:  _____
Amrit P. Dhillon,
Deputy County Counsel

**SUBRECIPIENT'S AGREEMENT SCOPE OF WORK
EMERGENCY RENTAL ASSISTANCE PROGRAM
EVICTON PREVENTION LEGAL SERVICES**

I. GENERAL INFORMATION

SUBRECIPIENT NAME: Fair Housing Counsel of Riverside County Inc. DUNS #: 883932121	
ADDRESS: PO Box 1068 Riverside, CA 92502	
PROGRAM CONTACTS: Rose Mayes, Executive Director	
PHONE: (951) 682-6581	FAX: : (951) 682-0262
E-MAIL: rosemayes@fairhousing.net	
PROJECT NAME: Emergency Rental Assistance Program – Eviction Prevention Legal Services	
PROJECT LOCATION: Throughout Riverside County	

PROJECT FUNDING SUMMARY: \$ _____

II. SCOPE OF SERVICE

A. Activities

Subrecipient will be responsible for administering an 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.

Fair Housing Council shall use funding awarded under the Emergency Rental Assistance Program funding to provide eviction prevention and rental housing counseling services to all ERAP eligible renter households, within the ERAP service area, to prevent large scale evictions and resulting homelessness arising out of the impacts of the COVID-19 pandemic, and to minimize or, where possible, alleviate the financial impact to landlords and others who serve the community by providing housing. Eligible expenses shall direct program staffing, space rent, insurance, and other related expenses as set forth herein under Section E. Program Budget.

Fair Housing Council shall adhere to the County's Emergency Rental Assistance Program and U.S. Treasury Department eligibility guidelines including household income limit of 80% AMI for Riverside County (**Table 1**), and applicable provisions of the Treasury Department Award Term and Conditions.

B. Levels of Accomplishment – Goals and Performance Measures

Subrecipient will utilize \$ [redacted] of ERAP funding to provide eviction prevention and rental housing counseling services to renter household requesting emergency rental and utility assistance through the County’s ERAP subrecipients **Lift to Rise** and **Inland Southern California 211+**. The ERAP 2.0 eviction prevention and rental housing counseling services activities will begin July 1, 2021, and conclude June 30, 2022.

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 \$ [redacted]. 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
Personnel/Staffing/Benefits	\$ _____
Marketing/Advertising, Indirect Cost,	\$ _____
TOTAL ERAP 2.0 BUDGET	\$ _____

The County will reimburse Subrecipient for all eligible and approved ERAP expenses incurred on or after July 1, 2021. All ERAP final payment advances or reimbursement requests must be submitted to the County no later than 4:00 PM on July 15, 2022.

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 ERAP Eviction Prevention and Rental Housing Counseling Services;
- iv. Records required to determine the eligibility of activities including household income and size, rental obligation, 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 five (5) 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 five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-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 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).

IV. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

- a. Subrecipient shall complete and maintain detailed records for every household applying for but not receiving ERAP Eviction Prevention and Rental Housing Counseling Services and shall submit records to County upon request.
- b. Subrecipient shall complete and maintain detailed records for every household receiving ERAP Eviction Prevention and Rental Housing Counseling Services 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. the 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 80 percent (80%) of area median income for the household;
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 ERAP Eviction Prevention and Rental Housing Counseling Services 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.

**SUBRECIPIENT'S AGREEMENT
FOR THE USE OF RIVERSIDE COUNTY
EMERGENCY RENTAL ASSISTANCE PROGRAM FUNDING –
HOUSING STABILITY AND EVICTION 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 American Rescue Plan Act of 2021 (Title III, Section 3201, Public Law 117-2), 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 Public Services Law Corporation of the Riverside County Bar Association DBA Riverside Legal Aid, a California public benefit corporation, hereinafter referred to as "SUBRECIPIENT".

W I T N E S S E T H:

WHEREAS, the American Rescue Plan Act of 2021, provides that additional Emergency Rental Assistance Program grant funds 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 _____, in Minute Order _____, the Board of Supervisors approved the allocation of \$62,849,6219 of Emergency Rental Assistance funding for the Emergency Rental Assistance Program ("ERAP"), a countywide rental assistance and housing stability program targeting income-qualified households impacted by the COVID-19 pandemic; and

WHEREAS, COUNTY has been determined SUBRECIPIENT is qualified to carry out the necessary eviction prevention legal services under the Emergency Rental Assistance Program; and

WHEREAS, SUBRECIPIENT has submitted, and COUNTY has accepted, a proposal to provide eviction prevention legal services to eligible renter households through the Emergency Rental Assistance Program.

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

1. PURPOSE. SUBRECIPIENT promises and agrees to undertake and assist with

COUNTY's Emergency Rental Assistance Program activities by utilizing the sum of \$ _____, of Emergency Rental Assistance Program funds, as specifically identified in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. TERM OF AGREEMENT. This Agreement shall become effective July 1, 2021 and shall continue in full force and effect until June 30, 2022.

3. PERFORMANCE OUTCOMES. SUBRECIPIENT shall proceed consistent with Section II and Section IV as set forth in Exhibit A.

4. EXTENSION OF TIME. COUNTY may grant an extension, in its sole and absolute discretion, to the completion schedule for the purpose of completing SUBRECIPIENT'S ERAP activities which are underway and cannot be completed during the term of this Agreement. SUBRECIPIENT shall request said extension in writing, stating the reasons therefore, and may be granted only by receiving written approval from COUNTY. Every term, condition, covenant and requirement of this Agreement shall continue in full force and effect during the period of any such extension.

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

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

COUNTY

Heidi Marshall, Director

County of Riverside HHPWS

3403 Tenth Street, Suite 300

Riverside, CA 92504

SUBRECIPIENT

Rita Smith, Executive Director

Riverside Legal Aid

4129 Main Street, Suite 101

Riverside, CA 92501

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

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

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

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9. RECORDS AND INSPECTIONS.

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

i. if any litigation, claim, or audit is started prior to the expiration of the five-year period;

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

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

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

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

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

Response and Relief Supplemental Appropriations Act of 2021:

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

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

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

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

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

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

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

k. *Rights to Data and Copyrights*: Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-

3, Federal Acquisition Regulations (FAR).

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

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

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

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

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

n. *Debarment and Suspension* (*Executive Orders (E.O.) 12549 and 12689*): No

contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR Part 2424. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

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

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

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

r. *Energy Efficiency:* Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the

Energy Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et seq., 89 Stat.871).

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

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

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

With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice and shall

have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT'S indemnification to COUNTY as set forth herein.

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

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

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

a. Workers' Compensation:

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

b. Commercial General Liability:

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

c. Vehicle Liability:

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

d. General Insurance Provisions - All lines:

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

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

(iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event

of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

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

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

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

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

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

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

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

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

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

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

18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

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

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

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

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

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

f. Prior to any funding under this Agreement, SUBRECIPIENT shall provide COUNTY with a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision-making process, exercise any functions or responsibilities, or gain inside information with respect to the Emergency Rental Assistance Program – Eviction Prevention activities funded under this Agreement. SUBRECIPIENT shall also promptly

disclose to COUNTY any potential conflict, including even the appearance of conflict, that may arise with respect to the Emergency Rental Assistance Program activities funded under this Agreement.

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

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

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

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

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

20. TERMINATION.

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

b. COUNTY. Notwithstanding the provisions of Paragraph 20a, COUNTY may suspend or terminate this Agreement upon written notice to SUBRECIPIENT of the action being taken

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

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

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

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

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

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

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

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

elements:

- a. Title of program, listing of components, description of activities/operations.
- b. The projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals; additionally, identify any problems encountered in meeting goals.
- c. The total number of households assisted:
 - Total applications received
 - Total applications approved
 - Total Households assisted with ERAP funding that are 50% AMI or below;
 - Total Households assisted with ERAP funding that are between 50% and 80% AMI:
 - 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, Homelessness Prevention, and Workforce Solutions or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by COUNTY.

26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of funding pursuant to this Agreement is the Emergency Rental Housing Program pursuant to the American Rescue Plan Act of 2021(CFDA).

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

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

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

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

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

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

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

RIVERSIDE LEGAL AID,
a California public benefit corporation

BY: _____

BY: _____

Name: Rita Smith

Title: Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By:  _____
Amrit P. Dhillon,
Deputy County Counsel

**SUBRECIPIENT'S AGREEMENT SCOPE OF WORK
EMERGENCY RENTAL ASSISTANCE PROGRAM
EVICTION PREVENTION LEGAL SERVICES**

I. GENERAL INFORMATION

SUBRECIPIENT NAME: Riverside Legal Aid	DUNS #: 968092882
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ADDRESS: 4129 Main Street, Suite 101
Riverside, CA 92501

PROGRAM CONTACTS: Ernie Reguly

PHONE: (951) 682-7968	FAX:
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E-MAIL: ereguly@riversidelegalaid.org

PROJECT NAME: Emergency Rental Assistance Program – Eviction Prevention Legal Services

PROJECT LOCATION: Throughout Riverside County
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PROJECT FUNDING SUMMARY: \$

II. SCOPE OF SERVICE

A. Activities

Subrecipient will be responsible for administering an 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.

Riverside Legal Aid shall use funding awarded under the Emergency Rental Assistance Program funding to provide eviction prevention legal services to all ERAP eligible renter households, within the ERAP service area, who are unable to afford paid legal services to prevent large scale evictions and resulting homelessness arising out of the impacts of the COVID-19 pandemic, and to minimize or, where possible, alleviate the financial impact to landlords and others who serve the community by providing housing. Eligible expenses shall direct program staffing, space rent, insurance, and other related expenses as set forth herein under Section E. Program Budget.

Riverside Legal Aid shall adhere to the County's Emergency Rental Assistance Program and U.S. Treasury Department eligibility guidelines including household income limit of 80% AMI for Riverside County (**Table 1**), and applicable provisions of the Treasury Department Award Terms and Conditions.

B. Levels of Accomplishment – Goals and Performance Measures

Subrecipient will utilize \$ [redacted] of ERAP funding to provide eviction prevention legal services to ERAP eligible renter household requesting emergency rental and utility assistance through the County’s ERAP subrecipients, **Lift to Rise** and **Inland Southern California 211+**. The ERAP eviction prevention legal services program will begin July 1, 2021, and conclude June 30, 2022.

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 \$ [redacted]. 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
Personnel/Staffing	\$ [redacted]
Space Cost, Insurance, Indirect Cost, and Program Delivery	\$ [redacted]
TOTAL ERAP BUDGET	\$ [redacted]

The County will reimburse Subrecipient for all eligible and approved ERAP expenses incurred on or after July 1, 2021. All ERAP final payment advances or reimbursement requests must be submitted to the County no later than 4:00 PM on July 15, 2022.

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 ERAP Eviction Prevention Legal Services;
- iv. Records required to determine the eligibility of activities including household income and
size, rental obligation, 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 five (5) 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 five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-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 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).

IV. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

- a. Subrecipient shall complete and maintain detailed records for every household applying for but not receiving ERAP Eviction Prevention Legal Services and shall submit records to County upon request.
- b. Subrecipient shall complete and maintain detailed records for every household receiving ERAP Eviction Prevention Legal Services 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. the 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 80 percent (80%) of area median income for the household;
- 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 ERAP Eviction Prevention Legal Services 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.

**SUBRICIPIENT’S AGREEMENT
FOR THE USE OF RIVERSIDE COUNTY
EMERGENCY RENTAL ASSISTANCE PROGRAM FUNDING –
HOUSING STABILITY AND EVICTION PREVENTION SERVICES**

This Subrecipient’s Agreement (“Agreement”) for the use of U.S. Department of the Treasury (“Treasury Department”) Emergency Rental Assistance Program Funding under the American Rescue Plan Act of 2021 (Title III, Section 3201, Public Law 117-2), hereinafter the “Emergency Rental Assistance Program,” is made and entered into as of the effective date (defined herein), by and between the County of Riverside of the State of California, a political subdivision of the State of California, hereinafter referred to as “County” and the Superior Court of California, County of Riverside, hereinafter referred to as “Subrecipient,” (individually, “Party” and collectively, “Parties”).

RECITALS

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

WHEREAS, County received a direct allocation of \$62,849,621 of Treasury Department Emergency Rental Assistance Program funds;

WHEREAS, on _____, in Minute Order _____, the County Board of Supervisors accepted the allocation of \$62,849,621 of Emergency Rental Assistance Program funding from the Treasury Department and approved commencement of the Emergency Rental Assistance Program, a countywide rental assistance and eviction prevention program targeting income-qualified households impacted by the COVID-19 pandemic;

WHEREAS, County has determined that Subrecipient is qualified to carry out the necessary program and administrative activities under the Emergency Rental Assistance Program; and

WHEREAS, Subrecipient has submitted and County has accepted a proposal to receive funding through the Emergency Rental Assistance Program to carry out activities countywide.

NOW, THEREFORE, County and Subrecipient mutually agree as follows:

1. **PURPOSE**
Subrecipient promise and agrees to undertake and assist with County’s Emergency Rental Assistance Program (“ERAP”) by utilizing ERAP funds in the amount of \$ _____ (_____ Dollars) as specified in the Scope of Services, attached hereto as Exhibit A and incorporated herein as referenced.
2. **TERM AND EFFECTIVE DATE**
This Agreement shall be effective July 1, 2021 through June 30, 2022.

3. TERMINATION

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

b. COUNTY. Notwithstanding the provisions of Paragraph 3a, County may suspend or terminate this Agreement upon written notice to Subrecipient of the action being taken and the reason for such actions including but not limited to the following reasons:

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

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

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

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

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

4. PAYMENT OF FUNDS: County shall pay Subrecipient the sum specified in Section 1 and Exhibit A through monthly funding advances or other County approved advance funding schedule. Subrecipient shall submit to the County's Director of Housing, Homelessness Prevention, and Workforce Solutions, on or about the 26th of each month, in writing, a certified statement in a form acceptable to County, that sets forth in detail the estimated expenditures to be made for housing stability and eviction prevention payments, direct program staffing, and other program related expenses including but not limited to material, supplies, marketing, travel, and indirect cost. If County elects to utilize monthly funding advances, County will transfer the funds within ten (10) days of receiving an approved funding advance request. Subrecipient shall submit to County by the 20th of each month a summary of all educational and outreach services performed by Subrecipient during the previous month.

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

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

6. AUDIT

Upon reasonable notice, Subrecipient shall provide to County, to any federal or state entity with monitoring or reviewing authority, or to County's authorized representatives, access to and the right to examine and audit all records and documents relating to the performance and billing under the Agreement, and, as necessary, to determine compliance with federal, state, and local statutes, rules, and regulations, subject only to a lawyer's duty of confidentiality owed to a represented party. Subrecipient agrees to provide County with all relevant information requested, and shall permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. Records shall be retained for a period of five (5) years from the date that the activity or program is closed out by the County and reported as complete to the Board of Supervisors.

7. NOTICES

Any notices required or permitted by this Agreement shall be in writing and may be personally delivered; or by mail by depositing such notice in the United State mail, first class, postage prepaid; or by reputable overnight delivery service (such as United States Mail, Federal Express, UPS, or DHL); addressed as follows or to such other place as each Party may designate by subsequent written notice to each other:

COUNTY

Heidi Marshall, Director
County of Riverside HHPWS
3403 Tenth Street, Suite 300
Riverside, CA 92501
Attn: ERAP Staff

SUBRECIPIENT

Court Executive Office
Superior Court of California,
County of Riverside
4050 Main Street
Riverside, CA 92501
Attn: Court Executive Officer

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8. MISCELLANEOUS PROVISIONS

A. Independent Contractor. Subrecipient shall perform services as set forth in Exhibit A to this Agreement, as an independent contractor, exercising such skill that is customary in providing such services. Subrecipient and the officers, agents, and employees of Subrecipient are not and shall not be deemed County employees for any purpose, including Workers' Compensation and shall not be entitled to any of the benefits accorded to County employees. Subrecipient shall determine the method and manner by which the duties imposed on Subrecipient by this Agreement shall be performed.

B. Compliance with Laws and Regulations. Subrecipient shall comply with all applicable federal, state, and local laws and regulations, including but not limited to:

i. Lobbying. Funds awarded to Subrecipient under this Agreement shall not be used, indirectly or directly, to influence executive orders or similar promulgations by federal, state, or local legislative bodies;

ii. Political Activity. Subrecipient shall not contribute or make available funds awarded under this Agreement to any political party or association or the campaign of any candidate for public or party office. Nor shall Subrecipient use funds awarded under this Agreement to advocate or oppose any ballot measure, initiative, or referendum;

iii. Nondiscrimination/No Harassment.

a. During the performance of this Agreement, Subrecipient shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. Subrecipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination;

b. During the performance of this Agreement, Subrecipient shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Subrecipient interacts in the performance of this Agreement. Subrecipient shall take all reasonable steps to prevent harassment from occurring.

c. Subrecipient shall comply with applicable provisions of the Fair Employment and Housing Act, Government Code section 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth

in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.

- iv. Drug-Free Workplace. Subrecipient certifies that it will provide a drug-free workplace as required by Government Code sections 8355-8357;
- v. Americans with Disabilities Act. Subrecipient certifies that it complies with applicable provisions of the American With Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA; and
- vi. Uniform Administrative Requirements, Cost Principles, and Audit Requirements from Federal Awards. Subrecipient shall comply with those regulations found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

C. Conflicts of Interest. The Parties and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

D. Indemnification. Both Parties mutually agree to hold the other party harmless from any and all claims or causes of action arising out of or in any way related to the agreement. Each party is to bear its own costs and fees for any legal defense, settlement, or judgment.

E. Insurance. Subrecipient is an entity of the judicial branch of the State of California. The Judicial Council of California has established a Litigation Management Program to address litigation and claims against judicial branch entities. The program is administered pursuant to statutes and rules of court governing the management of litigation and claims against California judicial branch entities and judicial officers. Subrecipient's participation in the program is mandatory, and constitutes what other entities may refer to as insurance coverage.

9. GOVERNING LAW

This Agreement and its construction and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California applicable to agreements both entered into and to be performed in California.

10. MODIFICATION OF AGREEMENT

The Agreement may be modified or amended in writing as agreed to by the Parties.

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

[Signatures on Following Page]

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

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

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF RIVERSIDE

BY: _____

BY: _____

NAME: _____

NAME: W. Samuel Hamrick

TITLE: _____

TITLE: Court Executive Officer

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel


By:  _____
Amrit P. Dhillon,
Deputy County Counsel

EXHIBIT A

**RIVERSIDE COUNTY
EMERGENCY RENTAL ASSISTANCE PROGRAM
SUBRECIPIENT AGREEMENT SCOPE OF SERVICES**

I. GENERAL INFORMATION

SUBRECIPIENT NAME: Superior Court of California, County of Riverside
ADDRESS: 4050 Main Street, Executive Office
PROGRAM CONTACTS: Nina Magno, Managing Attorney
PHONE: (951) 777-3443
E-MAIL: Nina.Magno@riverside.court.ca.gov
PROJECT NAME: Self Help Legal Education Program for Eviction Prevention
PROJECT FUNDING SUMMARY: \$ [REDACTED]

II. SCOPE OF SERVICE

a. Activities

Subrecipient shall be responsible for administering the Legal Education Program for Eviction Prevention to support Riverside County's Emergency Rental Assistance Program grant efforts in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds.

Subrecipient shall provide administrative services for Riverside County Emergency Rental Assistance Program to provide public education regarding the legal rules and procedures of eviction, small claims, debt collection and other legal rules impacting rental assistance and utility assistance. Subrecipient shall provide online content, screen customers for eligibility, and make referrals for rental assistance and any other services available through the Self-Help Legal Services.

Eligible expenses shall include personnel salary, benefits, operating expenses and indirect costs, and other related expenses as set forth herein under Section II(d), Program Budget.

b. Accomplishment Goals and Performance Measures

Subrecipient anticipates providing weekly workshops and individual legal services to customers directly referred to by RCERAP and to customers directly contacting the Riverside Self-Help Program who are referred to RCERAP. Subrecipients estimate approximately [REDACTED] individuals assisted using Riverside County ERAP Funds ("RCERAP").

Legal education events, assistance, and public materials shall address the following topics:

- Unlawful Detainer, Eviction, and Small Claims notice requirements and procedures.
- Debtor liability and enforcement.
- News and updates regarding eviction and Small Claims changes in law.
- Non-litigation relief alternatives.
- Free legal resources for low-income landlords.

- Education to customers and parties in litigation regarding ERAP Program for arrears, future rent, and utilities.

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. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$ [redacted]. 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).

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 County. Any amendments to the budget must be approved in writing by County.

EXPENSE CATEGORY		County ERAP
Salaries and Benefits		
Managing Attorney	FTE 0.10	\$ _____
Self Help Attorney	FTE 0.65	\$ _____
Paralegal	FTE 1.50	\$ _____
	Subtotal	\$ _____
Administration and Program	ICRP 9.06%	\$ _____
Grand Total		\$ _____

The County will reimburse Subrecipient for all eligible and approved ERAP expenses incurred on or after July 1, 2021. All ERAP final payment advances or reimbursement requests must be submitted to the County no later than 4:00 PM on July 15, 2022.

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e. 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.

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. Customer applications requesting ERAP Eviction Prevention Self-Help Legal Services; and
- iv. Financial records, including but not limited to records required by 2 CFR Part 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 five (5) 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 five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Assisted Customer Data

The Subrecipient shall provide the number of callers, appointments, and workshop attendees assisted by program staff to the County upon request. To the extent the Subrecipient disburses ERAP financial assistances directly to eligible recipients, the Subrecipient shall maintain customer data demonstrating customer 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 services 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 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.

IV. SPECIAL CONDITIONS / PERFORMANCE REQUIREMENTS

- a. Subrecipient shall complete and maintain detailed records of the volume of customers assisted and a description of the services provided via email, online, and in person via workshops, individual services, and phone. Public events shall not be restricted to RCERAP eligible customers.
- b. 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.
- c. Subrecipient shall not institute additional programmatic requirements that may inhibit participation in the program, as provided in the California 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; or
 5. Participation requirements that demand households open bank accounts with a specific financial institution to be eligible for receipt of funds.

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

This Subrecipient's Agreement ("Agreement"), for the use of U.S. Department of the Treasury ("Treasury Department") Emergency Rental Assistance funding under the American Rescue Plan Act of 2021 (Title III, Section 3201, Public Law 117-2), 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 Inland Southern California 211+, a California public benefit corporation, hereinafter referred to as "SUBRECIPIENT".

W I T N E S S E T H:

WHEREAS, the American Rescue Plan Act of 2021, provides that additional Emergency Rental Assistance Program grant funds 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 a direct allocation of \$62,849,621 of Treasury Department Emergency Rental Assistance Program funding; and

WHEREAS, on _____, in Minute Order _____, the Board of Supervisors accepted the allocation of \$62,849,621 of Emergency Rental Assistance Program ("ERAP") funding from the Treasury Department and approved the continuation of the 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 the necessary program and administrative activities under the COUNTY's Emergency Rental Assistance Program; and

WHEREAS, SUBRECIPIENT has submitted, and COUNTY has accepted, a proposal to receive funding through the Emergency Rental Assistance Program to carry out activities within the Western and Southwestern Riverside County service area; and

WHEREAS, COUNTY shall require SUBRECIPIENT to attempt to make all rental assistance payments directly to landlords or legally authorized representatives. The County will authorize

SUBRECIPIENT to make rental assistance payments directly to tenant when SUBRECIPIENT submits acceptable documentation to County, in writing, demonstrating landlord refusal to participate and accept ERAP payment. County will notify SUBRECIPIENT of authorization to proceed with direct-to-tenant rental assistance.

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

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

2. TERM OF AGREEMENT. This Agreement shall become effective upon July 1, 2021, and shall continue in full force and effect until **March 1, 2022**.

3. PERFORMANCE AND OUTCOMES. SUBRECIPIENT shall proceed consistent with Section II and Section IV as set forth in Exhibit A.

4. EXTENSION OF TIME. COUNTY may grant an extension, in its sole and absolute discretion, to the completion schedule for the purpose of completing SUBRECIPIENT'S ERAP activities which are underway and cannot be completed during the term of this Agreement. SUBRECIPIENT shall request said extension in writing, stating the reasons therefore, and may be granted only by receiving written approval from COUNTY. Every term, condition, covenant and requirement of this Agreement shall continue in full force and effect during the period of any such extension.

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

6. NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the COUNTY or SUBRECIPIENT is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have

been received on the next business day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Heidi Marshall, Director	Lisa Wright, Chief Executive Officer
County of Riverside HHPWS	Inland Southern California 211+
3403 Tenth Street, Suite 300	1835 Chicago Avenue, Suite B
Riverside, CA 92504	Riverside, CA 92507

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

8. PAYMENT OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT the sum specified in Section 1 through monthly funding advances for each performance period, as follows:

- Advance Request #1
- Advance Request #2
- Advance Request #3
- Advance Request #4

The SUBRECIPIENT shall submit to the Director of HHPWS, in writing, a certified statement, in a format acceptable to the COUNTY, that sets forth in detail the estimated expenditures to be made for each performance period for tenant rental assistance payments, direct program staffing, and other program related expense including but not limited to: materials, supplies, marketing, travel, and indirect costs. If the COUNTY elects to utilize monthly funding advances, the COUNTY will transfer the funds within ten (10) days of receiving an approved funding advance request. The County may approve additional performance periods or modify performance periods.

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

9. RECORDS AND INSPECTIONS.

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

- i. if any litigation, claim, or audit is started prior to the expiration of the five (5) year period;
- ii. when the SUBRECIPIENT is notified in writing by the COUNTY or a Federal agency to extend the retention period;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, he/she will complete and submit

Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.”

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

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

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

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

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

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

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

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

With respect to any action or claim subject to indemnification herein by SUBRECIPIENT,

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

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

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

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

a. Workers' Compensation:

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

b. Commercial General Liability:

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

c. Vehicle Liability:

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

d. General Insurance Provisions - All lines:

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

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

(iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall

terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

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

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

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

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

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

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

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

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

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

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

18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

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

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

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

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

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

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

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

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

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

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

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

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

20. TERMINATION.

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

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

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

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

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

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

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

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

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

- a. Title of program, listing of components, description of activities/operations.
- b. The projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals; additionally, identify any problems encountered in meeting goals.
- c. The total number of households assisted:
 - Total applications received
 - Total applications approved

- Total Households awarded ERAP funding that are 50% AMI or below;
- Total Households awarded ERAP funding that are between 50% and 80% AMI;
- Assistance provided to each household including arrears, current rent, utility assistance, and other services;
- 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, Homelessness Prevention, and Workforce Solutions or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by COUNTY.

26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of funding pursuant to this Agreement is the American Rescue Plan Act of 2021(CFDA).

27. ASSIGNMENT. The SUBRECIPIENT shall not make any assignment or transfer in any

other form with respect to this Agreement, without prior written approval of the COUNTY.

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

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

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

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

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

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

34. FORCE MAJEURE.

a. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties,

acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of a public or governmental agency or entity, or any causes beyond the control or without the fault of the party claiming an extension of time to perform.

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

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

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

[Signatures on Following Page]

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

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

Inland Southern California 211+,
a California public benefit corporation

BY: _____

BY: _____

Name: Lisa Wright
Title: President

Date: _____

Date: _____

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By:  _____
Amrit P. Dhillon,
Deputy County Counsel

**EMERGENCY RENTAL ASSISTANCE PROGRAM 2.0
SUBRECIPIENT'S AGREEMENT SCOPE OF WORK**

I. GENERAL INFORMATION

SUBRECIPIENT NAME: Inland Southern California 211 **DUNS #:** 165288853

ADDRESS: 1835 Chicago Avenue, Suite B, Riverside, CA 92507

PROGRAM CONTACTS: Lisa Wright, President; Shiri Driz, Vice President, Operations

PHONE: Office 951-697-4703 Mobile 951-212-0731 **FAX:**

E-MAIL: lwright@iscuw.org sdriz@iscuw.org

PROJECT NAME: Emergency Rental Assistance Program

PROJECT LOCATION: Western and Southwestern Riverside County (Service Area Map attached)

PROJECT FUNDING SUMMARY: \$

II. SCOPE OF SERVICE

A. Activities

Subrecipient will be responsible for administering an 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.

Inland Southern California 211 shall use funding awarded under the Emergency Rental Assistance Program funding to provide rental assistance and utility assistance to eligible tenant households in the Western and Southwestern region 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.

Inland Southern California 211 shall adhere to both the County's Emergency Rental Assistance Program and U.S. Treasury Department eligibility guidelines including household income limit of 80% AMI for Riverside County (**Table 1**), and applicable provisions of the Treasury Department Award Terms and Conditions.

B. Levels of Accomplishment – Goals and Performance Measures

Subrecipient anticipates serving approximately [redacted] households with rental and/or utility assistance based upon \$ [redacted] of direct ERAP funding (excludes program administration) in accordance with the following performance schedule:

July 2021	1500	November 2021	1000
August 2021	1500	December 2021	1000
September 2021	1500	January 2022	TBD
October 2021	1500	February 2022	TBD

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 \$ [redacted]. 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
Rental and Utility Assistance Provided to Tenants	\$ [redacted]
Administration and Program Delivery Costs	\$ [redacted]
TOTAL ERAP BUDGET	\$ [redacted]

The County will reimburse Subrecipient for all eligible and approved ERAP expenses incurred on or after July 1, 2021. All ERAP final payment advances or reimbursement requests must be submitted to the County no later than 4:00 PM on March 1, 2022.

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 Riverside County Emergency Rental Assistance Program;
- iv. Records required to determine the eligibility of activities including address, household income and size, rental obligation, payment of rent/arrears/utilities, 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 five (5) 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 five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-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, description of service provided, and rental assistance payment amount 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 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).

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 80 percent (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).
 - f. Subrecipient shall obtain written authorization from the tenant to provide information to the State of California strictly for the purpose of deduplication of services that shall be limited to the following information: name, address, household income level and size, and amount of rental assistance payment amounts.