

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



ITEM: 3.22
(ID # 16730)

MEETING DATE:

Tuesday, August 17, 2021

FROM : HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION, AND WORKFORCE SOLUTIONS (HHPWS): Adopt Resolution No. 2021-165, A Resolution of the Board of Supervisors of the County of Riverside Authorizing the Acceptance and Administration of State Rental Assistance Block Grant Award and Authorizing the Director of Housing, Homelessness Prevention and Workforce Solutions, or Designee, to Execute Block Grant Award Documents, and Amendments Thereto; Consideration of the 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 COVID-19 Rental Relief Assistance Program; All Districts. [\$61,633,404 State of California Emergency Rental Assistance Funding – 100%]; CEQA Exempt; (4/5 vote required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to state CEQA Guidelines Section 15061(b)(3);
2. Adopt Resolution No. 2021-165, A Resolution of the Board of Supervisors of the County of Riverside Authorizing the Acceptance and Administration of State Rental Assistance Block Grant Award and Authorizing the Director of Housing, Homelessness Prevention and Workforce Solutions, or Designee, to Execute Block Grant Award Documents, and Amendments Thereto;

Continued on page 2


ACTION:4/5 Vote Required


Heidi Marshall, Director 8/15/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Washington 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: FM, HHPWS, Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Accept the \$61,633,404 of State of California COVID-19 Rent Relief Program funds and authorize the Director of Housing, Homelessness Prevention and Workforce Solutions (HHPWS), or designee, to accept additional COVID-19 Rental Relief Program funds in an amount not to exceed \$160,000,000;
4. Authorize the Director of HHPWS, or designee, to execute a form of the State of California Standard Agreement 213 and Exhibits A-D, attached hereto, subject to approval as to form by County Counsel, to receive the State's COVID-19 Rent Relief Program funds from the U.S. Department of the Treasury;
5. Approve the continuation of the Riverside County Emergency Rental Assistance Program (ERAP) utilizing State of California COVID-19 Rent Relief Program funds to provide rental, utility, and housing stability assistance to eligible tenant households in the County of Riverside consistent with State and Federal program requirements, and approve the allocation of State of California COVID-19 Rent Relief Program funding to be used for countywide eviction prevention and protections programs;
6. Direct HHPWS to continue administration of the Riverside County Emergency Rental Assistance Program, ensure the compliance of State and Federal Emergency Rental Assistance Program requirements, and ensure the State of California Emergency Rental Assistance Program funds are geographically disbursed throughout the County;
7. Approve the form of the Subrecipient's Agreement for the Use of Riverside County Assembly Bill 832 COVID-19 Rental Relief Program Funding Emergency Rental Assistance Program – Housing Stability and Eviction Prevention Services between the County and the Superior Court of California for the County of Riverside (Superior Court ERAP Agreement), attached hereto, and authorize the Director of HHPWS, or designee, to execute the Superior Court ERAP Agreement, provided the Superior Court ERAP Agreement substantially conforms in form and substance to the attached, subject to approval as to form by County Counsel;
8. Approve the form of the Subrecipient's Agreement for the Use of Riverside County Assembly Bill 832 COVID-19 Rental Relief Program Funding Emergency Rental Assistance Program/Housing Stability and Eviction Prevention Services (Subrecipient's Agreement), attached hereto, and authorize the Director of HHPWS, or designee, to execute the Subrecipient's Agreement with eligible subrecipients, provided the Subrecipient's Agreement substantially conforms in form and substance to the attached, subject to approval as to form by County Counsel;
9. Direct staff to file a Notice of Exemption with the County Clerk within five business days; and

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10. Approve and direct the Auditor-Controller to make the budget adjustment as detailed in the attached Schedule A.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|---------------------------|---------------------|
| COST | \$61,633,404 | \$ 0 | \$61,633,404 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: : State of California Emergency Rental Assistance Funding (Federal), 100%. | | | Budget Adjustment: | Yes |
| | | | For Fiscal Year: | 21/22 |

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

On December 27, 2020, the Consolidated Appropriations Act of 2021 (“Act”) was signed into law. The Act made available \$25 billion, through the U.S. Department of the Treasury, for Emergency Rental Assistance (“ERA 1”). The Emergency Rental Assistance Program was intended to assist eligible renter households that have been impacted by the COVID-19 pandemic to pay rent, back rent, and utilities. The County’s direct federal allocation of the ERA 1 funding was \$57,267,219. The State received an allocation of \$2.6 billion.

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

On February 9, 2021, in Minute Order 3.38, the Board of Supervisors approved the acceptance of \$57,267,219 of ERA 1 funding directly from the U.S. Department of the Treasury and rejected the \$61,633,404 of SB 91 Emergency Rental Assistance funding from the State of California. This action was referred to as Option C where the County chose to disburse its direct Treasury ERA 1 allocation and authorized the State to administer its own rental assistance program within the County. It was determined that Option C would be a more efficient and effective use of ERA 1 funding and better serve the eligible tenants, as well as property owners, in the County of Riverside.

On March 11, 2021, the American Rescue Plan Act, 2021 (Pub.L 117-2) (“ARPA”) was signed into law. Section 3201(a) authorizes the Treasury Department to make payments to certain eligible grantees to be used to continue to provide emergency rental assistance. The County’s direct federal allocation of ARPA funds is \$62,849, 621 (“ERA 2”). A Form 11 to accept ERA 2 funds will be presented to the Board concurrently as MT #15673.

On June 28, 2021, the State of California enacted AB 832, amending the State’s Emergency Rental Assistance Program under SB 91. AB 832 eliminated the requirements that limited the

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payment of only 80% of rental arrears and limited the payment of prospective rent to 25% of a tenant's monthly obligation. Consequently, the State's Emergency Rental Assistance Program under AB 832 now closely aligns with the terms and conditions of the County's U.S. Department of Treasury funded Emergency Rental Assistance Program, currently referred to as United Lift 2.0. It is now recommended that the Board adopt Option B so that the County may now administer the AB 832 State funds through its ERAP program.

It is proposed that the County accept the State of California Emergency Rental Assistance Program (AB 832) funding to utilize the \$61,633,404 funding in a manner consistent with the U.S. Treasury Department and State of California guidelines.

The Department of Housing, Homelessness Prevention and Workforce Solutions ("HHPWS") is recommending that the County allocate the State of California Emergency Rental Assistance Program funding grant funding to the Inland Southern California 211+ and Lift to Rise to carry out program activities in their designated geographic areas of the County - Lift to Rise covering the eastern desert region and San Geronio Pass area. Inland Southern California 211+ covering western and southwestern regions.

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

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 for emergency rental assistance during the COVID-19 crisis will lead to any direct or reasonably indirect physical environment impacts, and will not have a significant effect on the environment.

HHPWS staff recommend adoption of Resolution No. 2021-165, acceptance and approval of the State of California AB 832 Emergency Rental Assistance Program funding, and approval of the forms of the Subrecipient's Agreements.

Impact on Residents and Businesses

The State of California Emergency Rental Assistance Program (AB 832) funding allows the County to continue providing critical financial assistance to eligible tenant households impacted by the COVID-19 pandemic so that they may pay rental arrears, prospective (future) rent and

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utilities, and provide other housing stability service to prevent and mitigate eviction and homelessness during this crisis.

Additional Fiscal Information


The Riverside County Emergency Rental Assistance Program is 100% State-funded through the California COVID-19 Rent Relief Program.

ATTACHMENTS:


- Resolution No. 2021-165
- State of California Department of Housing and Community Development Letter of Award
- Form of State of California Standard Agreement 213 and Exhibits A-D
- Form of Superior Court ERAP Agreement
- Form of Subrecipient's Agreement
- CEQA Notice of Exemption
- Schedule A (Budget Adjustment)



Heydee Koury, Sr Accountant - Auditor 8/9/2021



Steven Atkeson 8/10/2021



Gregory V. Priarios, Director County Counsel 8/6/2021

BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

RESOLUTION NO. 2021-165

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AUTHORIZING ACCEPTANCE AND ADMINISTRATION OF STATE RENTAL ASSISTANCE BLOCK GRANT AWARD AND AUTHORIZING THE DIRECTOR OF HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS, OR DESIGNEE, TO EXECUTE BLOCK GRANT AWARD DOCUMENTS, AND AMENDMENTS THERETO

WHEREAS, on December 27, 2020, the Consolidated Appropriations Act, 2021 (Pub.L. No. 116-260) (the “CAA”) was signed into law. Section 501 of Division N of the CAA established the federal Emergency Rental Assistance Program (“ERAP”), and authorized the direct allocation of emergency rental assistance funds to states, units of local government, tribal communities, and territories. The ERAP funds are intended to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and

WHEREAS, California Senate Bill No. 91 (2021-2022 Reg. Sess.) (“SB 91”) established the State of California’s program for administering its share of ERAP funds (the “State Rental Assistance Program,” “SRAP,” or “State Rental Assistance Funds”). SB 91 added Chapter 17 (commencing with Section 50897) to Part 2 of Division 31 of the Health and Safety Code. Health and Safety Code Section 50897.1, subdivision (a)(1) authorizes the Department of Housing and Community Development (the “Department”) to administer the State Rental Assistance Funds in accordance with state and federal law; and

WHEREAS, on February 9, 2021, in Minute Order 3.38, the Board of Supervisors of County of Riverside (“Locality”) chose Option C, accepting its first allocation of ERAP funds from the U.S. Department of the Treasury (“Treasury”) in the amount of \$57,267,219 (“First Direct Federal Allocation”) and opting for the Department to administer its own State Rental Assistance Program; and

RESOLUTION NUMBER 2021-165
State Rental Assistance Program

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BY AMRIT P. DHILLON DATE 8/16/2021

1 **WHEREAS**, on March 11, 2021, the American Rescue Plan Act, 2021 (Pub.L. 117-2)

2 (“ARPA”) was signed into law. Section 3201(a) authorizes the Treasury to make payments to

3 certain eligible grantees to be used to continue to provide emergency rental assistance; and

4 **WHEREAS**, on June 28, 2021, California Assembly Bill 832 (Chapter 27, Statutes of

5 2021) (“AB 832”), was signed into law, amending certain provisions of the Health and Safety

6 Code enacted in SB 91. AB 832 extends critical eviction protections for California tenants,

7 increases compensation for rental assistance to 100% of unpaid rent, and aligns the statewide

8 program requirements more closely with the Treasury; and

9 **WHEREAS**, Locality has successfully administered its First Direct Federal Allocation

10 under its ERAP, providing critical financial assistance to tenants residing within Locality; and

11 **WHEREAS**, concurrent with this Resolution No. 2021-165 and under ARPA, Locality

12 intends to accept a second direct allocation from Treasury in the amount of \$62,849,621 (“Second

13 Direct Federal Allocation”); and

14 **WHEREAS**, Locality plans to administer its Second Direct Federal Allocation, and

15 acknowledges that its First and Second Direct Federal Allocations are subject to the requirements

16 of the CAA, ARPA, and Treasury interpretive guidance, and to all such requirements as may be

17 subsequently amended; and

18 **WHEREAS**, Locality now desires to change from Option B in order to

19 receive an allocation of State Rental Assistance Funds pursuant to Health and Safety Code

20 Sections 50897.2, subdivision (a)(1) and 50872.1, subdivision (a)(1) (such allocation, a “Block

21 Grant Award”). Locality submitted its request for a Block Grant Award to the Department, on an

22 Expression of Intent Form, on or before July 27, 2021; and

1 **WHEREAS**, Locality acknowledges that every Block Grant Award is subject to the
2 requirements of SB 91, AB 832 and Department guidelines, to the relevant requirements of the
3 CAA, ARPA, and Treasury interpretive guidance, and to all such requirements as may be
4 subsequently amended (collectively, the “**Block Grant Award Requirements**”);
5

6 **WHEREAS**, Locality further acknowledges that every Block Grant Award is subject to the
7 terms and conditions of a Department-approved STD 213, Standard Agreement (“**Standard**
8 **Agreement**”), all other documents required or deemed necessary or appropriate to allocate the
9 Block Grant Award, and all amendments thereto (collectively, the “**Block Grant Award**
10 **Documents**”).
11

12 **NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED** by
13 the Board of Supervisors of the County of Riverside (“Board”), in regular session assembled on
14 August 17, 2021, in the meeting room of the Board of Supervisors located on the 1st floor of the
15 County Administrative Center, 4080 Lemon Street, Riverside, California, as follows:
16

- 17 1) That the Board of Supervisors hereby finds and declares that the above recitals are true
18 and correct and incorporated as though set forth herein.
- 19 2) Locality desires to choose Option B, as defined in Health and Safety Code Section
20 50897(i).
- 21 3) Locality is hereby authorized and directed to accept a Block Grant Award in a total
22 amount not to exceed \$160,000,000.00.
- 23 4) Locality is hereby authorized and directed to enter into, execute, and deliver the Block
24 Grant Award Documents, including but not limited to, a Standard Agreement in a total
25 amount not to exceed \$160,000,000.00.
- 26 5) Locality is hereby authorized and directed to assume responsibility for administering the
27
28

1 Block Grant Award in accordance with all Block Grant Award Requirements.

- 2 6) Heidi Marshall, Director of Housing, Homelessness Prevention and Workforce Solutions
3 ("HHPWS") – or designees Carrie Harmon, Assistant Director of HHPWS and Michael
4 Walsh, Deputy Director of HHPWS – are authorized to execute the Block Grant Award
5 Documents on behalf of the Locality for participation in the State Rental Assistance
6 Program.
7

8
9 ROLL CALL:

10 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
11 Nays: None
12 Absent: None

13 The foregoing is certified to be a true copy of a resolution
14 duly adopted by said Board of Supervisors on the date therein set
15 forth.

16 Kecia R. Harper, Clerk of said Board

17 By 
18 Deputy
19
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ENVIRONMENTAL
CEQA EXEMPTION DOCUMENTATION

COPY

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

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

Project Title: Riverside County Emergency Rental Assistance Program

Grant No.: Emergency Rental Assistance Program - California COVID-19 Rent Relief Program

Description of Project: Implementation and administration of the Riverside County Emergency Rental Assistance and Eviction Prevention Program, a State-funded, countywide rental assistance grant program. Pursuant to the California Environmental Quality Act (CEQA), the ERAP Program was reviewed and determined to be categorically exempt from CEQA under State CEQA Guideline 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.

Location: Throughout Riverside County

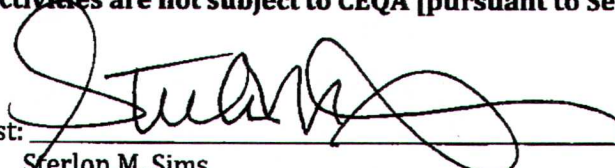
Project Proponent: County of Riverside Department of Housing, Homelessness Prevention, and Workforce Solutions, Lift to Rise, and Inland SoCal United Way.

CALIFORNIA ENVIRONMENTAL QUALITY ACT


Project Description: The County of Riverside and subrecipient organizations will use up to \$61,633,404 of State Emergency Rental Assistance program funding, under the COVID-19 Rent Relief program, to assist eligible tenants pay current and past due rent, utilities, home energy costs, and other expenses related to housing, including eviction prevention, incurred as a result of COVID-19.

Exempt Status: (Check one)

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

Environmental Specialist: 
Sterlon M. Sims
Senior Program Manager, CDBG/ESG/ERA

Date: 7/20/21

Certifying Officer: 
Susana Orozco
Principal Development Specialist

Date: 7/28/2024

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 |
|-------------------------|-------------------------------|----|------------|

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|------------------|---|
| AGREEMENT NUMBER | PURCHASING AUTHORITY NUMBER (If Applicable) |
|------------------|---|

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-------------|---|---------------|
| Exhibit A | Scope of Work | |
| Exhibit B | Budget Detail and Payment Provisions | |
| Exhibit C * | State of California General Terms and Conditions | GTC - 04/2027 |
| + - | Exhibit D State Rental Assistance Program General Terms and Conditions | |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

| | | | |
|---------------------------------|-------------|-------|-----|
| CONTRACTOR BUSINESS ADDRESS | CITY | STATE | ZIP |
| PRINTED NAME OF PERSON SIGNING | TITLE | | |
| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED | | |

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

| | | | |
|---|-------------|-------|-----|
| CONTRACTING AGENCY ADDRESS | CITY | STATE | ZIP |
| PRINTED NAME OF PERSON SIGNING | TITLE | | |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED | | |

| | |
|--|--|
| CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL | EXEMPTION (If Applicable) Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981) |
|--|--|

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EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK**1. Authority**

On December 27, 2020, the Consolidated Appropriations Act, 2021 (Pub.L. No. 116-260) (the “**Act**”) was signed into law. Section 501 of Division N of the Act established the federal Emergency Rental Assistance Program (“**ERAP**”), and authorized the direct allocation of emergency rental assistance funds to states, units of local governments, tribal communities, and territories. The ERAP funds are intended to assist households that are unable to pay rent and utilities due to the novel coronavirus disease (COVID-19) pandemic.

California Senate Bill No. 91 (2021-2022 Reg. Sess.) (“**SB 91**”) established the State of California’s program for administering its share of ERAP funds (the “**State Rental Assistance Program**,” “**SRAP**,” or “**State Rental Assistance Funds**”). SB 91 added Chapter 17 (commencing with Section 50897) to Part 2 of Division 31 of the Health and Safety Code. Health and Safety Code section 50897.1, subdivision (a)(1) authorizes the Department of Housing and Community Development (the “**Department**”) to administer the State Rental Assistance Funds in accordance with state and federal law.

The Department and the County of Riverside (“**Locality**”) enter into this STD 213, Standard Agreement (“**Agreement**”) under the authority and in furtherance of the State Rental Assistance Program. Such Agreement shall include the Work Plan (as defined below), and that document, upon its approval by the Department, shall be incorporated hereto as if set forth in full herein.

This Agreement is governed by the following laws (collectively, the “**Program Requirements**”), and each of the following laws is hereby incorporated by reference and made a part hereof:

- A. SB 91, as enacted on January 29, 2021, and as such law may be subsequently amended;
- B. The Act and related federal guidance, and as such laws may be subsequently amended; and
- C. All other applicable law.

2. Purpose

The State Rental Assistance Program is an extension of the ERAP and, as such, it is intended to provide Rental Assistance (as defined below) to eligible households.

EXHIBIT A

Locality received an allocation of ERAP funds from the U.S. Department of the Treasury ("**Treasury**"), pursuant to Section 501 of Division N of the Act, in the amount of [REDACTED] (this amount, the Locality's "**Direct Federal Allocation**").

Locality plans to administer its Direct Federal Allocation and acknowledges that the Direct Federal Allocation is subject to the requirements of the Act and Treasury interpretive guidance and to all such requirements as may be subsequently amended.

Locality desires to receive an allocation of State Rental Assistance Funds pursuant to Health and Safety Code section 50897.2, subdivision (a)(1) or (2) (this amount, the Locality's "**Block Grant Award**"). Locality submitted its request for a Block Grant Award to the Department, on an Expression of Intent Form, on or before February 12, 2021.

Locality acknowledges that every Block Grant Award is subject to the requirements of SB 91, to the relevant requirements of the Act and Treasury interpretive guidance, and to all such requirements as may be subsequently amended (collectively, the "**Block Grant Award Requirements**").

Locality further acknowledges that the Department issued interpretive guidance relative to the State Rental Assistance Program on February 9, 2021 (the "**State Rental Assistance Program General Information and Guidance**" or "**SB 91 Guidance**"), and that the Department may amend or clarify such SB 91 Guidance as necessary.

By entering into this Agreement, the Locality agrees to comply with the Program Requirements and the terms and conditions of this Agreement. Locality further agrees that it will distribute the Block Grant Award equitably and consistent with demonstrated need within its jurisdiction. Locality further agrees that it will not institute additional programmatic requirements that may delay, prevent, or deter access to Rental Assistance (as defined below).

3. Definitions

Any terms that are not defined below shall have the definitions set forth in SB 91 or the Act. In the event of any conflict, the definitions set forth in the Act shall be controlling.

A. "Department" means the Department of Housing and Community Development.

EXHIBIT A

B. "Rental Assistance" means Block Grant Award payments of rent; rental arrears; lessees' utilities and home energy costs; lessees' utilities and home energy costs arrears; and other lessee expenses related to housing incurred, directly or indirectly, due to the COVID-19 pandemic.

4. Block Grant Award

The Department shall, in consideration of the Locality's duties, obligations, and promises set forth herein, disburse to the Locality a Block Grant Award in the amount of \$ _____.

Locality represents and warrants that it is hereby authorized to enter into, execute, and deliver this Agreement in connection with its receipt of the Block Grant Award.

5. Scope of Work

A. Locality shall administer its Block Grant Award in accordance with the Program Requirements.

B. Locality shall be solely responsible for compliance with all applicable management, implementation, and reporting requirements established under state and federal law.

C. Locality shall use its best efforts to prevent incidents of fraud and duplication of benefits during its administration of the Block Grant Award.

D. Locality shall provide the Department with its proposed work plan, which shall specify the agreed-upon deliverables, timelines, and performance metrics relative to the Locality's administration of the Block Grant Award pursuant to this Agreement (the "**Work Plan**").

a. Locality shall consider the SB 91 Guidance when developing its Work Plan.

b. Locality shall submit its Work Plan to the Department for review and approval prior to execution of this Agreement.

c. Upon its approval by the Department, the Work Plan shall be attached to this Agreement as Exhibit E.

E. Locality shall apply the Block Grant Award funds towards the eligible uses specified at Health and Safety Code section 50897.1. Locality shall ensure that only eligible

EXHIBIT A

applicants receive Rental Assistance under this Agreement. Locality shall prioritize payments of Rental Assistance in accordance with the Program Requirements.

- F. Locality may use up to 10 percent of the Block Grant Award for housing stabilization services provided that such use complies with the Block Grant Award Requirements.
- G. Locality shall track its separate expenditures of its Direct Federal Allocation and its Block Grant Award, and it shall maintain a clear accounting of same.
- H. Locality shall make its best efforts to obligate at least 65 percent of its Block Grant Award by **June 1, 2021** to avoid the Department's reallocation of unused funds pursuant to Health and Safety Code section 50897.2.
- I. The deadline for expenditure (liquidation) of the Block Grant Award is **August 1, 2021**. By **August 1, 2021**, Locality shall complete the expenditure (liquidation) of any funds that were obligated as of August 1, 2021. All Block Grant Award funds that are not fully expended within the relevant timeframes may be recaptured by the Department and reallocated to other jurisdictions as authorized by SB 91.
- J. Locality shall provide the Department with regular progress reports regarding its administration of its Direct Federal Allocation and its Block Grant Award. Such progress reports shall be in reasonably satisfactory form and substance to the Department. Locality shall promptly and satisfactorily satisfy all other reporting requirements set forth in the Work Plan.

6. State Rental Assistance Program – Contract Management

- A. **Department's Contract Coordinator.** The Department's Contract Coordinator for this Agreement is the Program Manager of the State Rental Assistance Program in the Department's Division of Federal Financial Assistance, or that person's designee. Locality shall mail any notice, report, or other communication required under this Agreement by First-Class Mail, or through a commercial courier, to the Department's Contract Coordinator at the mailing address specified below. All other communication regarding this Agreement shall be directed to the Department's Contract Coordinator as appropriate.

EXHIBIT A

State Rental Assistance Program
Attention: Contract Coordinator
Division of Federal Financial Assistance
Department of Housing and Community Development
2020 W. El Camino Avenue, 95833
P.O. Box 952054
Sacramento, CA 94252-2054
Tel: (916) 271-1035
E-Mail: steven.pieri@hcd.ca.gov
or
erap@hcd.ca.gov

- B. Locality's Contract Coordinator.** Locality's Contract Coordinator for this Agreement is identified below. Unless otherwise informed, the Department shall mail any notice, report, or other communication required under this Agreement by First-Class Mail, or through a commercial courier, to the Locality's Contract Coordinator at the mailing address specified below. The Department will direct all other communication regarding this Agreement to the Locality's Contract Coordinator as appropriate.

[Insert Name and Title of the Locality's Contract Coordinator]

[Insert Business Mailing Address, Telephone Number, and E-Mail Address of the Locality's Contract Coordinator]

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS**1. Budget Detail**

Locality has been awarded a Direct Federal Allocation in the amount of \$ _____, and a Block Grant Award in the amount of \$ _____. Upon satisfaction of the below Conditions of Performance, the Department shall make the Block Grant Award to the Locality by issuing a warrant payable to the Locality on or before _____ (insert date) _____. The parties may agree in writing that, in lieu of a warrant, the Locality may receive the Block Grant Award through an electronic funds transfer.

2. Conditions of Performance

The Department will make the Block Grant Award to the Locality after this Agreement has been fully executed, and after the Department receives an authorizing resolution from the Locality that, in the Department's reasonable determination, materially comports with the Program Requirements.

3. Reallocation of Unexpended Funds

The Locality shall provide the Department a written accounting of all Block Grant Award funds that are not obligated by **June 1, 2021** or expended by **August 1, 2021**. The form, substance, and timing of this written accounting shall be determined by the Department at its reasonable discretion. The Locality shall thereafter cooperate with the Department's recapture and reallocation of those unused funds pursuant to Health and Safety Code section 50897.2.

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor 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. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER**: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

STATE RENTAL ASSISTANCE PROGRAM
GENERAL TERMS AND CONDITIONS

1. **Effective Date, Term of Agreement, Timing, and Deadlines**

- A. This Agreement is effective upon complete execution of the STD 213, Standard Agreement, by the Department and the Locality (such date, the “**Effective Date**”).
- B. This Agreement shall terminate **eighteen (18) months** after the Effective Date (such date, the “**Expiration Date**”).
- C. Locality shall make its best efforts to obligate at least 65 percent of its Block Grant Award by **June 1, 2021** to avoid the Department's reallocation of unused funds pursuant to Health and Safety Code section 50897.2.
- D. Locality shall make its best efforts to expend the full amount of its Block Grant Award by **August 1, 2021** to avoid the Department's reallocation of unused funds pursuant to Health and Safety Code section 50897.2.

2. **Termination for Cause**

The Department or the Locality may terminate this Agreement for cause at any time by giving at least fourteen (14) calendar days' advance written notice to the other party. The Locality shall return any unexpended Block Grant Award funds to the Department within fourteen (14) calendar days of the date on the written notice of termination, unless (i) the parties have agreed upon an alternate arrangement in advance and in writing; or (ii) an alternate arrangement is necessary for one or both parties to remain in compliance with the ERAP or other applicable law.

Cause shall consist of either party's violation of the Program Requirements, material breach of the Agreement, or failure to satisfy any of the terms or conditions of this Agreement.

3. **Cancellation**

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government for the fiscal year 2021-2022 for the purpose of emergency rental assistance. In addition, this Agreement is

EXHIBIT D

subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the ERAP, this Agreement shall be amended to reflect any subsequent reduction in SRAP funds.
- D. The Department may cancel this Agreement, in whole or in part, if (i) sufficient funds are not made available by the United States Government; (ii) Congress enacts any restrictions, limitations, or conditions that impact this Agreement or the funding of this Agreement; or (iii) cancellation is otherwise permitted under state contracting law.
- E. To cancel this Agreement pursuant to this paragraph, the Department shall give thirty (30) calendar days' advance written notice to the Locality. The Locality shall return any undisbursed portion of its Block Grant Award to the Department within thirty (30) calendar days from the date on the Department's written notice of termination, unless (i) the parties have agreed upon an alternate arrangement in advance and in writing; or (ii) an alternate arrangement is necessary for one or both parties to remain in compliance with the ERAP, the SRAP, or other applicable law.

4. Entire Agreement; Severability

This Agreement constitutes the entire agreement between the Department and the Locality. All prior representations, statements, negotiations and undertakings with regard to the subject matter hereof are superseded hereby. In the event any term or provision of this Agreement is deemed to be in violation of law, null and void, or otherwise of no force or effect, the remaining terms and provisions of this Agreement shall remain in full force and effect.

5. Waivers

No waiver of any breach, violation of, or default under this Agreement shall be deemed to be a waiver of any other or subsequent breach or violation thereof or default thereunder.

6. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This Agreement is subject to the administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities, which are set forth at 2 Code of Federal Regulations part 200.

EXHIBIT D

7. Compliance with State and Federal Law

The Department, the Locality, and their respective appointees, employees, contractors, and agents shall comply with all state and federal laws, statutes, regulations, guidelines, and guidance in their performance under this Agreement.

8. Defense and Indemnification

Locality acknowledges that it is an essential term of this Agreement that the Locality use its best efforts to prevent incidents of fraud and duplication of benefits during its administration of the Block Grant Award.

Locality agrees to indemnify, defend and save harmless the State of California, the Department, and their respective appointees, officers, agents, and employees from any and all claims and losses accruing or resulting from illegitimate or duplicative payments of Rental Assistance, whether resulting from the negligence, willful misconduct, intentional misrepresentation, negligent misrepresentation, or deceit of the applicants for the Rental Assistance, the Locality (or any of its appointees, officers, agents, and employees), or any other third party. The foregoing obligations shall not apply to any instance where the State of California, the Department, or their respective appointees, officers, agents or employees commit the negligence, willful misconduct, intentional misrepresentation, negligent misrepresentation, or deceit.



2020 W. El Camino Avenue, Suite 670, 95833
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov

DATE: July 13, 2021

MEMORANDUM FOR: State Rental Assistance Program Partners

FROM: Geoffrey Ross, Deputy Director
Division of Federal Financial Assistance

SUBJECT: California COVID-19 Rent Relief Program – Options for Round 2 Funds

Dear Local Government Partners:

On June 28, [Assembly Bill \(AB\) 832](#) (Chapter 27, Statutes of 2021), was enacted into law, which included several important changes to the California COVID-19 Rent Relief program and extended critical eviction protections for all California tenants. AB 832 provides three additional months of eviction protections and ties ongoing rental protections to participation in Rent Relief, increases the compensation for rental assistance to 100% of unpaid rent, and aligns statewide program requirements closely with US Treasury guidance. These changes will help all of us work together to help residents statewide.

AB 832 established a window of opportunity for grantees to change the administrative option under which they administer rent relief programs. The changes made within AB 832 address many of the programmatic elements that contributed to initial Option C selections. I invite jurisdictions to elect Option A or Option B going forward to help minimize confusion among residents, streamline application processing, and enable timely payments using all available funds and assist in the coordination with the courts.

No later than July 27, 2021, each jurisdiction must formally select an Option in order to benefit from an allocation of the State Reservation Pool provided under the American Rescue Plan Act (i.e., Emergency Rental Assistance "Round 2" funding).

Your jurisdiction can formally state its intent for Round 2 rent relief funding by sending to HCD at erap@hcd.ca.gov a formal Letter of Intent on City/County letterhead, signed by a duly authorized official (e.g., City Manager, County Executive). A resolution adopted by your local governing body will not be required to select an administrative option initially, resolutions may follow.

Please include in your Letter of Intent a statement indicating one of the following:

1. Your locality reaffirms its intent to remain in the same Option as selected for Round 1.
2. Your locality would like to change from Option C to Option A, close its locally administered program to new applicants, and redirect its direct federal allocation to be distributed to local residents via the state-administered program.

3. Your locality would like to change from Option B to Option A, close its locally administered program to new applicants, and redirect its Round 2 federal allocation to be distributed to local residents via the state-administered program.
4. Your locality would like to change from Option C to Option B and receive a state block grant, if eligible, to administer the local program in conformity with state and federal laws.*

* Please note, if your locality intends to transition to a locally administered program, the Department retains discretion to evaluate the locality's viability to operate a fully conforming program. The Letter of Intent must attest that the locality has the capacity, ability, resources, and commitment to operate all aspects of the local program, including the requirements of AB 832 related to supporting court inquiries and legal proceedings for the next several years.

Earlier this month, the California COVID-19 Rent Relief program made it much easier for applicants to access rent relief by launching a revamped, user-centric application, requiring fewer documents and simplifying questions. We have heard from our Local Partner Network organizations that it now takes only about 30 minutes to apply for rent relief. We have begun increasing messaging and outreach to raise awareness of the program and encourage tenants and landlords to submit applications for assistance. The Housingiskey.com website is now fully translated into six languages, is easier to navigate and directs applicants to the right application based on their address. New toolkits are available now to help amplify this message and communicate program changes.

We have three months until the broad state eviction protections expire. This time is critical as it provides both the state and local governments additional time to implement AB 832 and scale our respective rental assistance programs.

Please do not hesitate to contact HCD at erap@hcd.ca.gov with any questions regarding the program or AB 832.

APPROVED:



7/14/21

Geoffrey Ross, Deputy Director
Division of Federal Financial Assistance
California Department of Housing Community Development

Date



State of California
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

Gavin Newsom, Governor
Lourdes M. Castro Ramirez, Secretary

July 1, 2021

Re: California COVID-19 Rent Relief Program – AB 832 Update

Dear Local Government Partners:

On June 28, [Assembly Bill \(AB\) 832](#) (Chapter 27, Statutes of 2021), was enacted into law, which included several important changes to the California COVID-19 Rent Relief program and extended critical eviction protections for all California tenants. As we are all aware, while our State has made great strides toward vaccinations and reopening of the economy, households most impacted by COVID-19 still face immense financial pressures in the coming months. AB 832 provides three additional months of eviction protections and increases the compensation for rental assistance to a full 100% of unpaid rent, providing us the opportunity and the obligation to work together to get these critical resources into the hands of those who need it most.

In early 2021, when SB 91 (Chapter 2, Statutes of 2021) was enacted into law, our efforts in establishing a statewide program were based on the information and resources that were available at the time. Since then, the federal government through the American Rescue Plan Act (ARPA) has provided both state and local governments additional resources to address this challenge. All told, California now has at the state and local level, approximately \$5.2 billion in federal rental assistance. Today, we have ample data and resources available to better address the scope of the challenge and the need that communities are facing across the state. We are confident in our state's ability to deploy these resources to stabilize thousands of renter households and landlords across the state.

We have three months until state eviction protections expire. This time is critical as it provides both the state and local governments additional time to implement AB 832 and scale our respective rental assistance programs.

I call on all of us to meet the moment and work together to expend these funds as quickly and efficiently as possible.

We have begun increasing messaging and outreach to raise awareness of the program and encourage our local partners to use your trusted status to encourage tenants and landlords alike to submit an application for assistance. The Housingiskey.com website is now fully translated into six languages, is easier to navigate and directs applicants to the right application based on their address. New toolkits are available now to help amplify this message and communicate program changes.

Earlier this month, the CA COVID-19 Rent Relief program made it much easier for applicants to access rent relief by our launching of a revamped, user-centric application, requiring fewer documents and simplifying questions. We have heard from our Local Partner Network organizations that it now takes only about 30 minutes to apply for rent

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relief, down from 2-3 hours. My team will be offering trainings and technical assistance to help local program implementers do the same.

It must be noted that serving households simultaneously through state and local programs in the same jurisdiction has shown to be complex, difficult, and slow. The program changes made within AB 832 address many of the programmatic elements that contributed to initial Option C selections. AB 832 provides a pathway for Option C jurisdictions to switch to Option A or Option B, and I encourage partners to make this selection when implementing the next round of funding.

All of these changes will help us in our commitment to ensuring resources reach tenants and landlords hardest hit by COVID-19. We look forward to continuing to work with each of you to ensure all eligible Californians have access to the assistance they need as we move toward a more equitable economic recovery. Please do not hesitate to contact HCD at erap@hcd.ca.gov with any questions regarding the program or AB 832.

In partnership,



Lourdes Castro Ramirez, Secretary

Attachment:
Summary of Key AB 832 Updates

Summary of Key AB 832 Updates:

- Increases rental assistance payments to 100 percent of unpaid rent, keeping tenants housed and making landlords whole, as well as 100 percent of prospective rent and utilities. This will apply to all state funding for rent relief, including for "Option B" jurisdictions that are administering their own programs in conformance with the state's program.
- Authorizes the payment of rental assistance for non-occupancy situations, where tenant has vacated the premises but still owes rental arrears.
- Extends through September 30, 2021 California's current eviction protections for all tenants who suffered COVID-related financial hardships.
- Continues to impose a stay on court actions by landlords to recover COVID-19 rental debt until November 1, 2021. Maintains the same debt recovery provisions, requiring a landlord seeking to recover COVID-19 rental debt to provide documentation showing that the landlord has made a good-faith effort to cooperate with a tenant to obtain rental assistance.
- "Option B" jurisdictions have until July 29, 2021 to request a block grant allocation from HCD. An updated state reservation table for Round 2 funds is available on [HCD's website](#).
- "Option C" jurisdictions have the ability to switch to "Option A" or "Option B" and are encouraged to work with HCD to pursue the option that will get funds out the fastest.

**SUBRICIPIENT’S AGREEMENT
FOR THE USE OF RIVERSIDE COUNTY
ASSEMBLY BILL 832 COVID-19 RENT RELIEF PROGRAM FUNDING
EMERGENCY RENTAL ASSISTANCE PROGRAM–
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 Consolidated Appropriations Act of 2021 (Division N, Title V, Section 501, Public Law 116-260) and/or the American Rescue Plan Act of 2021 (Pub.L. 117-2), herein after the “COVID-19 Rent Relief 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 Consolidated Appropriations Act of 2021 and the American Rescue Plan of 2021 provides that COVID-19 Rent Relief Program funds may be used to assist eligible tenants to 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, and;

WHEREAS, California Senate Bill No. 91 (“SB 91”) established the State of California’s program for administering its allocation of rental assistance funds from the Treasury Department; and

WHEREAS, the County and the State of California received direct allocations of Treasury Department COVID-19 Rent Relief Program funds; and

WHEREAS, on February 9, 2021, in Minute Order 3.38, the Board of Supervisors of the County of Riverside approved a direct Treasury Department allocation of \$57,267,219 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 opted for the Department of Housing and Community Development to administer its own State Rental Assistance Program using its allocation of SB 91 funds; and

FORM

WHEREAS, on June 28, 2021, Governor Newsom signed into law Assembly Bill No. 832 (“AB 832”). AB 832 extended certain eviction protections enacted under SB 91 and streamlined the disbursement of \$2.6 billion in COVID-19 Rent Relief Program grant funds to assist struggling tenants and landlords impacted by the economic damage of COVID-19; and

WHEREAS, on August 17, 2021, in Minute Order [REDACTED], the Board of Supervisors of County of Riverside, has received an allocation of COVID-19 Rent Relief Program funding from the State of California and has elected to move forward with option B with the passage of AB 832; and

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

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 COVID-19 Rent Relief Program by utilizing funds in the amount of \$ [REDACTED] ([REDACTED] Dollars), not to exceed \$160,000,000.00, 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 COVID-19 Rent Relief 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 COVID-19 Rent Relief Program 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 COVID-19 Rent Relief 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 ERAP, 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

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 AB 832 COVID-19 RENT RELIEF PROGRAM FUND
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.courts.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 AB 832 COVID-19 Rent Relief 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 COVID-19 Rent Relief 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 the COVID-19 Tenant Relief 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 COVID-19 Rent Relief 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 \$ _____. 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 COVID-19 Rent Relief Program expenses incurred on or after July 1, 2021. All COVID-19 Rent Relief Program final payment advances or reimbursement requests must be submitted to the County no later than 4:00 PM on July 15, 2022.

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 COVID-19 Rent Relief Program 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 COVID-19 Rent Relief Program 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 ERAP eligible customers.
- b. Subrecipient shall maintain and submit to County detailed records of every expense incurred in carrying out the COVID-19 Rent Relief 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
ASSEMBLY BILL 832 COVID-19 RENTAL RELIEF PROGRAM FUNDING
<EMERGENCY RENTAL ASSISTANCE PROGRAM/
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) and/or the American Rescue Plan Act of 2021 (Pub.L. 117-2), herein after "COVID-19 Rental Relief 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 **SUBRECIPIENT**, a California public benefit corporation, hereinafter referred to as "SUBRECIPIENT".

RECITALS

WHEREAS, the Consolidated Appropriations Act of 2021 and the American Rescue Plan of 2021 provides that COVID-19 Rent Relief Program funds may be used to assist eligible tenants to 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, and;

WHEREAS, California Senate Bill No. 91 ("SB 91") established the State of California's program for administering its allocation of rental assistance funds from the Treasury Department; and

WHEREAS, the County and the State of California received direct allocations of Treasury Department COVID-19 Rent Relief Program funds; and

WHEREAS, on February 9, 2021, in Minute Order 3.38, the Board of Supervisors of the County of Riverside approved a direct Treasury Department allocation of \$57,267,219 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 opted for the Department of Housing and Community Development to administer its own State Rental Assistance Program using its allocation of SB 91 funds; and

FORM

WHEREAS, on June 28, 2021, Governor Newsom signed into law Assembly Bill No. 832 (“AB 832”). AB 832 extended certain eviction protections enacted under SB 91 and streamlined the disbursement of \$2.6 billion in COVID-19 Rent Relief Program grant funds to assist struggling tenants and landlords impacted by the economic damage of COVID-19; and

WHEREAS, on August 17, 2021, in Minute Order [REDACTED], the Board of Supervisors of County of Riverside, has received an allocation of COVID-19 Rent Relief Program funding from the State of California and has elected to move forward with option B with the passage of AB 832; and

WHEREAS, COUNTY has been determined SUBRECIPIENT is qualified to continue 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 *countywide/within the Eastern Desert/San Gorgonio Pass* service area of Riverside County; and

For Rental Assistance Only: 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 COVID-19 Rental Relief Program activities by utilizing the sum of \$ [REDACTED] of COVID-19 Rental Relief Program funds, not to exceed \$160,000,000, 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 [REDACTED].

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 COVID-19 Rental Relief Program 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 | |
| _____ | _____ |
| County of Riverside HHPWS | |
| _____ | _____ |
| 3403 Tenth Street, Suite 300 | |
| _____ | _____ |
| Riverside, CA 92504 | |
| _____ | _____ |

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 COVID-19 Rental Relief Program funds:

- 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).

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

SUBRECIPIENT,
a California public benefit corporation

BY: _____

BY: _____

Name:
Title:

Date: _____

Date: _____

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

By:  _____
Amrit P. Dhillon,
Deputy County Counsel

**EMERGENCY RENTAL ASSISTANCE PROGRAM 2.0
COVID-19 RENTAL RELIEF PROGRAM FUNDING
SUBRECIPIENT'S AGREEMENT SCOPE OF WORK
EVICTIION PREVENTION LEGAL SERVICES**

I. GENERAL INFORMATION

| | |
|---|----------------|
| SUBRECIPIENT NAME: | DUNS #: |
| ADDRESS: | |
| PROGRAM CONTACTS: | |
| PHONE: | FAX: |
| E-MAIL: | |
| PROJECT NAME: COVID-19 Rental Relief Program – <i>Eviction Prevention Services</i> | |
| PROJECT LOCATION: <i>San Gorgonio Pass and Eastern Desert Region (Service Area Map attached)</i> | |

PROJECT FUNDING SUMMARY: \$

II. SCOPE OF SERVICE

A. Activities

Subrecipient will be responsible for administering an COVID-19 Rental Relief Program funds in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds.

Rental Assistance or Eviction Protection:

Subrecipient shall use funding awarded under the COVID-19 Rental Relief 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.

Subrecipient shall use funding awarded under the COVID-19 Rental Relief 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.

Subrecipient 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 | 000 | November 2021 | 000 |
| August 2021 | 000 | December 2021 | 000 |
| September 2021 | 000 | January 2022 | TBD |
| October 2021 | 000 | 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 | \$ _____ |
| 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.