

**SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 10.1
(ID # 25721)

MEETING DATE:
Tuesday, December 10, 2024

FROM : HOUSING AUTHORITY

SUBJECT: HOUSING AUTHORITY (HACR): Accept a Grant in the Amount of \$1,064,000 Derived from County's ARPA Allocation; Approve and Execute the Subrecipient Grant Agreement for the Use of American Rescue Plan Act (ARPA) Funds; Approve and Accept the Bid for the Comprehensive Housing Management Software Upgrade Submitted by Yardi Systems, Inc., and Approve the form of the SaaS Subscription Agreement Between HACR and Yardi Systems, Inc.; All Districts. [\$1,930,304 Total Cost - 55% ARPA Funds; 45% HACR Department Budget] (4/5 Vote Required) (Companion Item MT # 25836)

RECOMMENDED MOTION: That the Board of Commissioners:

1. Accept a grant in the amount of \$1,064,000 from the County's ARPA allocation to pay for the costs associated with the comprehensive housing management software upgrade for the Housing Authority of the County of Riverside (HACR);
2. Approve the attached Subrecipient Grant Agreement for the Use of American Rescue Plan Act (ARPA) Funds (Subrecipient Agreement) between County and HACR to provide an ARPA grant in the amount of \$1,064,000, and authorize the Chair of the Board of Commissioners to execute the Subrecipient Agreement on behalf of HACR;

Continued on page 2

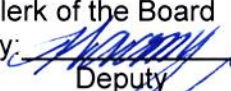
ACTION:4/5 Vote Required, Policy


Heidi Marshall, Director of Housing, Homelessness Prevention 8/27/2024

MINUTES OF THE BOARD OF COMMISSIONERS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: December 10, 2024
xc: Housing

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Commissioners:

3. Accept the bid by Yardi Systems, Inc. (Contractor), as the most responsive and responsible bidder, and award the SaaS Subscription Agreement in the amount of \$1,930,304 for the Comprehensive Housing Management Software Upgrade for HACR;
4. Approve the form of the SaaS Subscription Agreement, approve the total project budget of \$1,930,304, which includes ARPA and HACR administrative funds, and authorize the Executive Director of HACR, or designee, to execute the SaaS Subscription Agreement, substantially conforming in form and substance to the attached, subject to approval as to form by General Counsel; and
5. Authorize the Executive Director of the Housing Authority, or designee, to take all necessary actions to administer and implement the attached Subrecipient and SaaS Subscription Agreements, including but not limited to, negotiating minor revisions to the SaaS Subscription Agreement and attachments, executing amendments to the Subrecipient and SaaS Subscription Agreements that do not change the total project budget, signing all administrative documents necessary for project completion, and taking any other steps required, subject to approval as to form by General Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$477,625	\$288,015	\$1,930,304	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: American Rescue Plan Act (ARPA) Funds – 55% (\$1,064,000); Housing Authority Department Budget – 45% (\$866,304)			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Housing Authority of the County of Riverside (HACR), along with other Public Housing Agencies (PHAs), is required by the U.S. Department of Housing and Urban Development (HUD) to utilize specialized housing management software systems. These systems are essential for managing tenant and financial data, tracking maintenance activities, performing unit inspections, and producing standard HUD and agency-specific reports and data reporting files.

PHAs must electronically transmit reports to HUD's Public and Indian Housing Information System (PIC). Accurate, complete, and timely data submission is crucial for administering, monitoring, and reporting on the management of housing programs. The submitted data includes family characteristics, income, rent portions, and other occupancy factors. PHAs are required to submit 100% of their monthly activity. Failure to meet this requirement results in

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sanctions for each month the PHA is noncompliant, underscoring the importance of using an accurate, efficient, and user-friendly system.

Since 2012, HACR has utilized Tenmast, an MRI Software Company, for its housing management system. While Tenmast has sufficiently served HACR's needs, significant deficiencies have emerged, particularly in user functionalities, report generation, information access, and interfacing with various housing programs. In addition, HACR's fiscal and accounting department has encountered substantial challenges with Tenmast's interface, speed, workflow efficiency, and overall operational effectiveness. These issues have hindered their ability to manage financial data and reporting with the required accuracy and timeliness.

To address these needs, HACR has applied to the County of Riverside (County) for American Rescue Plan Act (ARPA) funds in the amount of \$1,064,000 for a comprehensive housing management software upgrade. The attached Subrecipient Agreement obligates \$1,064,000 of ARPA funds and \$866,304 of HACR administrative funds, for a total budget of \$1,930,304 for this project. These allocated funds will facilitate the procurement of a new, more efficient system that meets HUD requirements and enhances HACR's operational capabilities, particularly in the fiscal and accounting department.

HACR advertised Request for Proposals (RFP) No. 2024-008 for the Comprehensive Housing Management Software Upgrade, with a closing date of October 23, 2024. HACR received multiple proposals in response to the solicitation. Following a thorough evaluation and review, Yardi Systems, Inc. was identified as the most responsible and responsive bidder that meets all requirements of the RFP.

The County is contributing \$1,064,000 from Riverside County's allocation of American Rescue Plan Act (ARPA) funds. This investment in a new housing management software system serves as a strategic response to the challenges faced by HACR in the wake of the COVID-19 pandemic. By modernizing and streamlining operations, the software upgrade will significantly improve the efficiency and effectiveness of HACR's program administration and service delivery.

The attached Subrecipient Agreement obligates \$1,064,000 of ARPA funds for this project. General Counsel has reviewed and approved as to form the attached Subrecipient Agreement for the Use of ARPA Funds and the form of the SaaS Subscription Agreement. Staff recommends that the Board approve the Subrecipient Agreement and the form of the SaaS Subscription Agreement.

Impact on Residents and Businesses

A new housing management software system will significantly enhance the efficiency and effectiveness of HACR operations and program administration. By providing modern and efficient software interfaces, the new system will enable applicants, participants, and vendors to use online portals for seamless information exchange. This will allow HACR to quickly and accurately process information. An efficient and responsive software system will also increase HACR's capacity to assist more families in finding affordable housing opportunities throughout

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the County of Riverside. This upgrade will streamline workflows, reduce processing times, and improve overall service delivery to residents and business partners.

SUPPLEMENTAL:

Additional Fiscal Information

On October 19, 2021 (Minute Order 3.5), the Board of Supervisors allocated \$50,000,000 of ARPA funds for the purpose of addressing homelessness through the development of affordable housing and providing shelter. The allocation was divided evenly between each Supervisorial District (\$10,000,000 per district).

On October 4, 2022 (Minute Order 3.44), the Board of Supervisors allocated an additional \$165,000,000 in ARPA funding (2nd ARPA allocation) as part of the American Rescue Plan Act of 2021 (Pub. L 117-2). Of this 2nd ARPA allocation, referred to as Round 2 Funding, \$33,000,000 was equally distributed to each district. The funds must be obligated by December 31, 2024, and expended by December 31, 2026.

One of the eligible uses of ARPA funds includes increasing the supply of affordable housing, which is critical to addressing the shortage of affordable housing for low-income residents. Updating HACR's housing management software system will directly support this goal by improving data accuracy, workflow efficiency, and service delivery, essential for managing affordable housing for low-income residents. This investment will also address existing deficiencies in HACR's fiscal and accounting operations, ensuring a more robust and responsive system. The funding for the proposed software system upgrade will be sourced from the 2nd ARPA allocation.

Importantly, there is no general fund cost associated with this agenda item. This strategic investment in a new housing management software system is essential for optimizing HACR's operations and enhancing its ability to serve the community efficiently.

ATTACHMENTS:

- Subrecipient Grant Agreement for the Use of ARPA Funds between County and HACR
- Form - SaaS Subscription Agreement with Yardi Systems, Inc.


Brianna Lontajo, Principal Management Analyst 12/5/2024


Aaron Gettis, Chief of Deputy County Counsel 12/5/2024

**SUBRECIPIENT GRANT AGREEMENT FOR THE USE OF
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

THIS SUBRECIPIENT GRANT AGREEMENT for the use of American Rescue Plan Act ("ARPA") funds ("Agreement") is entered into on this **3rd** day of **December, 2024**, by and between, the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**, a public body corporate and politic, hereinafter referred to as "SUBRECIPIENT." COUNTY and SUBRECIPIENT are collectively referred to herein as "Parties" and individually as a "Party." This Agreement, for the use of U.S. Department of the Treasury ("U.S. Treasury") Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter "ARPA" or the "Act", is made and entered into as of the Effective Date (defined herein).

RECITALS

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the Act, and on January 6, 2022, the U.S. Treasury adopted a Final Rule implementing the SLFRF;

WHEREAS, state, territorial, local, and tribal governments must comply with the Final Rule by April 1, 2022 when the Final Rule takes effect;

WHEREAS, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule (collectively, the "ARPA Rules") provide that SLFRF may be used to cover costs that are necessary expenditures incurred due to the public health emergency of the COVID-19 pandemic;

WHEREAS, on October 19, 2021 (Minute Order 3.5), the Board of Supervisors of the County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter capacity, permanent supportive housing units, and affordable housing to help address homelessness;

1 **WHEREAS**, on October 4, 2022 (Minute Order 3.44), the Board approved the second
2 installment allocation of ARPA funds to focus on projects and/or programs that serve as a
3 pathway to create affordable housing with necessary supporting infrastructure to assist low-
4 income communities disproportionately affected by the COVID-19 pandemic;

5 **WHEREAS**, SUBRECIPIENT proposes to utilize SLFRF funds for a comprehensive
6 upgrade to the housing management software system through a vendor following applicable
7 SUBRECIPIENT's and U.S. Housing and Urban Development's ("HUD") procurement
8 regulations and policies. This upgrade will enhance the accuracy, completeness, and timeliness
9 of data submissions to HUD's Public and Indian Housing Information System ("PIC"), crucial
10 for the administration, monitoring, and reporting of housing programs. Accurate and efficient
11 submission of data, including family characteristics, income, rent portions, and other occupancy
12 factors, is vital to avoid sanctions for noncompliance;

13 **WHEREAS**, SUBRECIPIENT has used Tenmast, an MRI Software Company, for its
14 housing management needs. While Tenmast has met basic requirements, significant deficiencies
15 have emerged in user functionality, report generation, information access, and interfacing with
16 various housing programs. Additionally, the SUBRECIPIENT fiscal and accounting department
17 has encountered substantial challenges with Tenmast's interface, speed, workflow efficiency,
18 and overall operational effectiveness. These issues have hindered their ability to manage
19 financial data and reporting with the required accuracy and timeliness;

20 **WHEREAS**, the SLFRF funds will facilitate the procurement of a new, more efficient
21 system that meets HUD requirements and enhances our operational capabilities, particularly in
22 the fiscal and accounting department. The comprehensive housing management software system
23 upgrade as more specifically described are attached hereto and incorporated herein as **Exhibit**
24 **"A"**;

25 **WHEREAS**, the purpose of this Agreement is for COUNTY to provide financial
26 assistance to SUBRECIPIENT in the maximum grant amount of **One Million and Sixty Four**
27 **Thousand Dollars (\$1,064,000.00)** consisting of SLFRF funds, to fund the comprehensive
28

1 software system upgrade, as more fully described herein;

2 **WHEREAS**, pursuant to 31 CFR Part 35.6, one of the Eligible Uses (as defined under
3 ARPA Rules) of the SLFRF funds is to respond to the public health emergency or its negative
4 economic impacts, particularly in assisting low-income households and individuals
5 disproportionately impacted by the COVID-19 pandemic through the development, repair, and
6 operation of affordable housing and services or programs to increase long-term housing security;

7 The investment in a new housing management software system is a strategic response to
8 the challenges faced by the communities that SUBRECIPIENT serves in the wake of the
9 COVID-19 pandemic. By modernizing and streamlining operations, this software upgrade will
10 significantly enhance the efficiency and effectiveness of the SUBRECIPIENT’s operations and
11 program administration;

12 **WHEREAS**, the ARPA-assisted activities described herein comply with the Eligible Uses
13 under ARPA Rules in that they are necessary to assist populations experiencing housing
14 insecurity as a result of impacts due do to the COVID-19 pandemic;

15 **WHEREAS**, SUBRECIPIENT, as a public entity, is eligible under the Act to receive
16 ARPA funds to provide those services that conform with the Eligible Uses of the Act as
17 described herein;

18 **WHEREAS**, SUBRECIPIENT is eligible under the Act to receive SLFRF funds to
19 perform those activities described herein; and

20 **WHEREAS**, the SUBRECIPIENT has submitted its proposal to the COUNTY for
21 funding the activities described herein.

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

23 1. **PURPOSE.** The SUBRECIPIENT shall procure, award a contract for, and install
24 a comprehensive housing management software system upgrade, utilizing **One Million Sixty**
25 **Four Thousand Dollars (\$1,064,000.00)** in ARPA Program funds (“ARPA Grant”), as
26 outlined in the Scope of Work attached hereto as **Exhibit "A"** and incorporated herein by
27 reference. SUBRECIPIENT shall undertake and complete the ARPA activities required herein
28

1 and at the time frame as set forth in the Implementation Schedule and Budget Attachment,
2 attached hereto as **Exhibit “B”** and incorporated herein by this reference. SUBRECIPIENT
3 shall utilize the ARPA Grant as required herein and pursuant to the ARPA Rules. Any and all
4 work or services provided hereunder shall be in full conformity with the Act and any
5 amendments thereto, and the federal regulation and guidelines now or hereinafter enacted
6 pursuant to the Act.

7 2. TERM. The term of this Agreement shall be for a period commencing on
8 December 3, 2024 and terminating on December 31, 2025 , unless sooner terminated as
9 provided in Section 5 herein.

10 3. DISBURSEMENT OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT
11 the ARPA Grant as specified in Section 1 above on a reimbursable basis for all approved costs.
12 The SUBRECIPIENT shall not submit more often than monthly to the ARPA Administrator of
13 COUNTY a certified statement setting forth in detail the expenditures made for which it is
14 asking reimbursement along with pertinent supporting documentation. The COUNTY shall
15 promptly review the monthly expenditure statement and reimburse the SUBRECIPIENT for the
16 approved costs in accordance with its usual accounting procedures. The COUNTY may require
17 from SUBRECIPIENT such supporting documentation as may be necessary and appropriate for
18 the COUNTY to make its determination as to allowable costs. Each disbursement of ARPA
19 Grant funds shall be made within thirty (30) days after SUBRECIPIENT has submitted its
20 statement of expenditure.

21 4. RECORDS AND INSPECTIONS. The SUBRECIPIENT shall maintain financial,
22 programmatic, statistical, client data, and other supporting records of its operations and financial
23 activities in accordance with the *Uniform Administrative Requirements, Cost Principles, and*
24 *Audit Requirements for Federal Awards* (2 (CFR) Part 200) and 601(d) of the Social Security
25 Act.

26 Pursuant to 2 CFR Section 200.333, such records shall be open to inspection and audit by
27 the authorized representatives of the COUNTY, the U.S. Department of Treasury, and the
28 Controller General, during regular working hours.

1 Said records shall be retained for a period of less than five (5) years from the date that the
2 activity or program funded with the ARPA Grant is closed out by the COUNTY and reported
3 as complete in the Comprehensive Annual Performance and Evaluation Report (CAPER).
4 Exceptions to the five (5) year retention period requirements, pursuant to 2 CFR 200.333 and
5 24 CFR Section 576.500 (y)(2) and (3) include the following:

- 6 i. if any litigation, claim, or audit is started prior to the expiration of the five
7 (5) year period;
- 8 ii. when the SUBRECIPIENT is notified in writing by the COUNTY, U.S.
9 Department of Treasury, or other Federal agency to extend the retention period;
- 10 iii. records for equipment or real property acquired with ARPA Grant must
11 be retained for five (5) years after final disposition;
- 12 iv. when the records are transferred by the SUBRECIPIENT to the COUNTY,
13 U.S. Department of Treasury, or other Federal agency, the five (5) year period is not applicable;
- 14 v. Reserved;
- 15 vi. Reserved.

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

24 SUBRECIPIENT shall maintain a separate account for ARPA Grant funds.

25 5. TERMINATION.

26 a. SUBRECIPIENT may not terminate this Agreement except upon express
27 written consent of COUNTY, pursuant to 2 CFR Section 200.339 (a)(3). Said notice shall
28 include the effective date thereof.

1 b. Notwithstanding the provisions of **Section 5a** above, COUNTY may
2 suspend or terminate this Agreement forthwith for cause upon a ten (10) day written notice to
3 SUBRECIPIENT of the action being taken. Cause shall be established as follows:

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

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

9 (iii) In the event the funding from the United States Department of
10 Treasury, referred to in the recitals herein, is reduced, terminated or otherwise becomes
11 unavailable. COUNTY shall provide written notice to SUBRECIPIENT within five (5) days
12 from the date U.S. Treasury reduces, suspends, or terminates the ARPA funding. This
13 Agreement shall be either terminated or amended to reflect said reduction in ARPA Grant funds.

14 c. This Agreement may be terminated and/or funding suspended, in whole or
15 in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles,
16 and Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall be based on
17 the failure of the SUBRECIPIENT to materially comply with either the terms or conditions of
18 this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to incur any costs
19 related thereto, or connected with, any area of conflict from which the COUNTY has
20 determined that suspension of funds is necessary. SUBRECIPIENT acknowledges that failure
21 to comply with Federal statutes, regulations, or the terms and conditions of this Agreement may
22 be considered by the COUNTY in evaluating future ARPA and non-ARPA funding applications
23 submitted by SUBRECIPIENT.

24 d. Upon termination of this Agreement, SUBRECIPIENT agrees to return
25 any unencumbered funds which it has been provided by COUNTY. In accepting said funds,
26 COUNTY does not waive any claim or cause of action it may have against SUBRECIPIENT
27 for breach of this Agreement.

28 e. Upon termination of this Agreement, SUBRECIPIENT shall not incur any

1 obligations after the effective date of such termination, unless expressly authorized in writing
2 by COUNTY in the notice of termination.

3 6. RESERVED.

4 7. PAYMENT OF FUNDS. The Board of Supervisors of the COUNTY shall
5 determine the final disposition and distribution of all funds received by COUNTY under the
6 Act. COUNTY, through its Department of Housing and Workforce Solutions, shall make
7 payments of ARPA Grant funds to SUBRECIPIENT as designated in the Implementation
8 Schedule and Budget Attachment, attached hereto as **Exhibit "B"** as more fully described in
9 the Scope of Work, attached hereto as **Exhibit "A"**.

10 All disbursements of ARPA Grant funds will be made as follows:

11 a. Payments shall be made to a SUBRECIPIENT upon written request after
12 this Agreement has been fully executed on a reimbursement basis and made within thirty (30)
13 days after the SUBRECIPIENT has submitted written notice identifying payments made and
14 requesting reimbursement. Payments shall be based on actual approved and documented
15 expenses by SUBRECIPIENT.

16 b. In no event shall COUNTY be held liable for expenses incurred by
17 SUBRECIPIENT in excess of the ARPA Grant allocation as set forth in Section 1, PURPOSE,
18 above.

19 c. RESERVED.

20 d. No later than thirty (30) days prior to the termination of this Agreement,
21 SUBRECIPIENT shall provide COUNTY with its estimate of the amount of funds which will
22 remain unexpended upon such termination. Notwithstanding any provision contained in this
23 Section 7, COUNTY shall, after a thirty (30) day written notice is given SUBRECIPIENT, have
24 the right to (1) reduce the payment of funds hereunder, (2) renegotiate the actual levels of
25 expenditures in the event SUBRECIPIENT'S rate of expenditures will result in unexpended
26 funds at the expiration of this Agreement, and (3) reprogram funds associated with a project on
27 which there has been no substantial progress or activity.

28 8. PERFORMANCE EVALUATION. SUBRECIPIENT shall permit COUNTY,

1 State or Federal officials to monitor, assess, or evaluate SUBRECIPIENT'S performance under
2 this Agreement on an as needed basis to be determined by the COUNTY based on monitoring
3 and performance evaluations. Said monitoring, assessment, or evaluation to include, but are
4 not limited to, audits, inspections within the program area, and interviews with
5 SUBRECIPIENT'S employees, agents, independent contractors, and subcontractors providing
6 the services under this Agreement and recipients thereof.

7 9. COMPLETION SCHEDULE. SUBRECIPIENT shall proceed consistent with the
8 implementation schedule ("Implementation Schedule and Budget Attachment") as set forth in
9 **Exhibit "B"**, as such schedule may be amended by both Parties in writing.

10 11. RESERVED.

11 12. ASSIGNABILITY. SUBRECIPIENT shall not assign any of its rights, duties, or
12 obligations pursuant to this Agreement to any person or entity without the prior written consent
13 of COUNTY in its sole and absolute discretion, including but not limited to the ability to
14 subcontract all or a portion of its rights, duties, and obligations hereunder.

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

19 a. Workers' Compensation:

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

26 b. Commercial General Liability:

27 Commercial General Liability insurance coverage, including but not limited to,
28 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

1 SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the County of
2 Riverside as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per
3 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall
4 apply separately to this agreement or be no less than two (2) times the occurrence limit.

5 c. Vehicle Liability:

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

12 d. General Insurance Provisions - All lines:

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

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

26 (iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to
27 furnish the County of Riverside with either 1) a properly executed original Certificate(s) of
28 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

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

16 (iv). It is understood and agreed to by the Parties hereto that the
17 SUBRECIPIENT'S insurance shall be construed as primary insurance, and the COUNTY'S
18 insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be
19 construed as contributory.

20 (v). If, during the term of this Agreement or any extension thereof, there is a
21 material change in the Scope of Services; or, there is a material change in the equipment to be
22 used in the performance of the Scope of Services or, the term of this Agreement, including any
23 extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of
24 insurance required under this Agreement and the monetary limits of liability for the insurance
25 coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the
26 amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

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

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

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

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

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

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

28 The specified insurance limits required in this Agreement shall in no way limit or
circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the Indemnitees

1 herein from third party claims. The hold harmless and indemnification obligation set forth herein
2 shall survive the termination and expiration of this Agreement.

3 15. FEDERAL REQUIREMENTS. SUBRECIPIENT shall comply with the
4 provisions of the Act and any applicable amendments thereto and the federal regulations and
5 guidelines now or hereafter enacted pursuant to the Act and ARPA Rules, SUBRECIPIENT
6 shall abide by the provisions of the COUNTY'S ARPA program policies.

7 16. ENVIRONMENTAL REVIEW. SUBRECIPIENT does not assume the
8 COUNTY'S Federal environmental responsibilities. Pursuant to Section 15051 (d) of the Title
9 14 of the California Administrative Code, COUNTY is designated as the lead agency for the
10 project that is the subject matter of this Agreement.

11 17. RESERVED.

12 18. COMPLIANCE WITH LAWS AND REGULATIONS.

13 By executing this Agreement, SUBRECIPIENT hereby certifies that it will adhere to and comply
14 with all federal, state and local laws, regulations and ordinances. In particular, SUBRECIPIENT
15 shall comply with the Act and ARPA Rules and the following as they may be applicable to
16 SUBRECIPIENT in connection with the ARPA Grant funds:

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

1 agrees to post in a conspicuous place, available to employees and applicants for employment,
2 notices to be provided by the County setting forth the provisions of this non-discrimination clause;

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

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

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

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

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

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

16 h. *Rights to Data and Copyrights*: Contractors and consultants agree to comply
17 with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part
18 27.404-3, Federal Acquisition Regulations (FAR).

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

27 j. *Anti-Lobbying Certification* (*31 U.S.C. 1352*): The language of the certification
28

1 set forth below shall be required in all contracts or subcontracts entered into in connection with
2 this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly. This
3 certification is a material representation of fact upon which reliance was placed when this
4 transaction was made or entered into. Submission of this certification is a prerequisite for making
5 or entering into this transaction imposed by. Section 1352, Title 31, U.S. Code. Any person who
6 fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and
7 no more than \$100,000 for such failure.

8 “The undersigned certifies, to the best of his or her knowledge or belief, that: No Federal
9 appropriated funds have been paid or will be paid, by or on behalf of it, to any person for
10 influencing or attempting to influence an officer or employee of any agency, a Member of
11 Congress, an officer or employee of Congress, or an employee of a Member of Congress in
12 connection with the awarding of any Federal contract, the making of any Federal grant, the making
13 of any Federal loan, the entering into of any cooperative agreement, and the extension,
14 continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or
15 cooperative agreement;

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

22 k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689):* No
23 contract award shall be made to parties listed on the government wide exclusions in the System
24 for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement
25 Executive Orders (E.O.s) 12549 and 12689, “Debarment and Suspension.” SAM Exclusions
26 contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as
27 parties declared ineligible under statutory or regulatory authority other than E.O. 12549.
28

1 Contractors with awards that exceed the small purchase threshold shall provide the required
2 certification regarding its exclusion status and that of its principal employees.

3 1. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (Pub.
4 L. 100-690) requires SUBRECIPIENTS (including individuals) of federal agencies, as a prior
5 condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each
6 potential recipient must certify that it will comply with drug-free workplace requirements.

7 m. *Access to Records and Records Retention:* The SUBRECIPIENT or Contractor,
8 and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or
9 County officials or authorized representatives access to the work area, as well as all books,
10 documents, materials, papers, and records of the SUBRECIPIENT or Contractor, and any sub-
11 consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of
12 making audits, examinations, excerpts, and transcriptions. The SUBRECIPIENT or Contractor,
13 and any sub-consultants or sub-contractors, further agree to maintain and keep such books,
14 documents, materials, papers, and records, on a current basis, recording all transactions pertaining
15 to this Agreement in a form in accordance with generally acceptable accounting principles. All
16 such books and records shall be retained for such periods of time as required by law, provided,
17 however, notwithstanding any shorter periods of retention, all books, records, and supporting detail
18 shall be retained for a period of at least five (5) years after the expiration of the term of this
19 Agreement, or final payment is made, whichever is later.
20

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

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

28 p. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity

1 that is a state agency or agency of a political subdivision of a state and its contractors must comply
2 with 42 U.S.C. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource
3 Conservation and Recovery Act. The requirements of Section 6002 include procuring only items
4 designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that
5 contain the highest percentage of recovered materials practicable, consistent with maintaining a
6 satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the
7 value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste
8 management services in a manner that maximizes energy and resource recovery; and establishing
9 an affirmative procurement program for procurement of recovered materials identified in the EPA
10 guidelines. The requirements of 2 CFR 200.322, as amended effective November 12, 2020, are
11 hereby included in this Agreement as appropriate and to the extent consistent with law.

12
13 q. *Contract Work Hours and Safety Standards Act (CWHSA) (30 U.S.C. 3701-*
14 *3708)*: SUBRECIPIENT shall comply with all applicable provisions of the CWHSA.

15 r. *Displacement, relocation, and acquisition*. The relocation requirements of
16 Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and
17 Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part
18 42. SUBRECIPIENT must ensure that it has taken all reasonable steps to minimize the
19 displacement of persons as a result of this project.

20 s. *Lead-based paint*. The ARPA-Assisted Units are subject to the lead-based
21 paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning
22 Prevention Act (42 U.S.C. 4821, *et seq.*). The lead-based paint provisions of 24 CFR 982.401 (j),
23 except 24 CFR 982.401 (j)(1)(i), also apply, irrespective of the applicable property standard under
24 §92.251.

25 t. *Labor*. SUBRECIPIENT shall comply with any applicable labor regulations
26 and all other State and Federal laws in connection with the construction of the improvements
27 which comprise the project, including if applicable, requirements relating to Davis Bacon.
28 SUBRECIPIENT agrees and acknowledges that it is the responsibility of SUBRECIPIENT to

1 obtain a legal determination, at SUBRECIPIENTS sole cost and expenses as to whether Davis
2 Bacon wages must be paid for during the construction of the project. SUBRECIPIENT agrees to
3 indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out
4 of a related to SUBRECIPIENT's failure to comply with any and applicable prevailing wage
5 requirements.

6 u. *Model Energy Code* published by the Council of American Building Officials.

7 v. *Consultant Activities*. No person providing consultant services in an employer-
8 employee type relationship shall receive more than a reasonable rate of compensation for personal
9 services paid with ARPA funds.

10 w. *Uniform Administrative Requirements* of 2 CFR Part 200 as now in effect and
11 as may be amended from time to time. Federal awards expended as a recipient or a subrecipient,
12 as defined therein, would be subject to single audit. The payments received for goods or services
13 provided as a vendor would not be considered Federal awards.

14 x. SUBRECIPIENT shall include written agreements that include all provisions
15 of **Section 18** if SUBRECIPIENT provides ARPA funds to for-profit owners or developers, non-
16 profit owners or developers, sub-recipients, homeowners, homebuyers, tenants receiving tenant-
17 based rental assistance, or contractors.

18 y. *Immigration requirements of Federal Register*, Vol. 62, No. 221, Department
19 of Justice Interim Guidance on Verification of Citizenship, Qualified Alien Status and Eligibility
20 Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996
21 ("PRWORA"). Final Attorney General's Order issued pursuant to PRWORA is specified under
22 Federal Register Vol. 66, No. 10, Department of Justice Final Specification of Community
23 Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation.

24 z. SUBRECIPIENT shall comply with all applicable local, state and federal laws
25 in addition to the above-mentioned laws.

26
27 19. SUBRECIPIENT MONITORING. SUBRECIPIENT shall comply with all
28 COUNTY ARPA program subrecipient monitoring requirements as required the Uniform

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

3 20. AFFIRMATIVE ACTION COMPLIANCE. Each subrecipient or subcontractor
4 with less than fifty (50) employees shall comply with Section 202 of Part II of Executive Order
5 11246, as amended. SUBRECIPIENT shall insure that subcontractors, if any, falling within the
6 scope of this provision shall comply in full with the requirements thereof. The equal opportunity
7 clause contained in section 202 of Executive Order 11246, as amended, is hereby incorporated
8 into this Agreement by reference.

9 21. PROHIBITION AGAINST CONFLICTS OF INTEREST.

10 a. SUBRECIPIENT and its assigns, employees, agents, consultants, officers
11 and elected and appointed officials shall become familiar with and shall comply with the ARPA
12 Conflict of Interest regulations and the Uniform Administrative Requirements, Cost Principles,
13 and Audit Requirements for Federal Awards (2 CFR Part 200).

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

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

20 d. Reserved.

21 e. Reserved.

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

1 g. Any violation of this **Section 21** shall be deemed a material breach of this
2 Agreement, and the Agreement shall be immediately terminated by the COUNTY.

3 22. RESERVED.

4 23. LOBBYING. SUBRECIPIENT certifies to the best of its knowledge and belief,
5 that:

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

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

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

24 24. ELIGIBILITY OF CONTRACTORS AND SUBCONTRACTORS. No ARPA
25 Grant funds allocated to SUBRECIPIENT through this Agreement may be used, directly or
26 indirectly, to employ, award contracts to, or otherwise engage the services of, or fund any
27 contractor or subcontractor during any period of debarment, suspension, or placement in
28 ineligibility status.

1 25. RESERVED.

2 26. RESERVED.

3 27. NOTICES. Any notices required or desired to be served by either party upon the
4 other shall be addressed to respective Parties as set out below or to such other addresses as from
5 time-to-time shall be designated by the respective Parties and are deemed received two days
6 after their deposit in the United States mail, postage prepaid:

7 COUNTY

8 3403 10th St, Suite 300, Riverside, CA 92501
9 Attention: Housing and Workforce Solutions

10 HACR

11 5555 Arlington Avenue, Riverside, CA 92507
12 Attention: Deputy Director

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

16 29. RESERVED.

17 30. ASSURANCES AND WARRANTIES. SUBRECIPIENT represents and
18 warrants (1) that it has access to professional advice and support to the extent necessary to
19 enable SUBRECIPIENT to fully comply with the terms of the Agreement and to otherwise
20 carry out the project, (2) that it is duly organized, validly existing and in good standing under
21 the laws of the State of California, (3) that it has the full power and authority to undertake the
22 project and to execute this Agreement, (4) that the persons executing and delivering this
23 Agreement are authorized to execute and deliver such documents on behalf of SUBRECIPIENT
24 and (5) that neither SUBRECIPIENT nor any of its principals is presently debarred, suspended,
25 proposed for debarment, declared ineligible, or voluntarily excluded from participation in
26 connection with the transaction contemplated by this Agreement.

27 31. RESERVED.

28 32. RESERVED.

 33. RESERVED.

1 34. JURISDICTION AND VENUE. Any action at law or in equity arising under this
2 Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining
3 the validity of any provision of this Agreement shall be filed only in the Superior Court of the
4 State of California, located in Riverside, California, and the Parties hereto waive any provisions
5 of law providing for a change of venue to another location.

6 35. SEVERABILITY. In the event any provision in this Agreement is held by a court
7 of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
8 nevertheless continue in full force without being impaired or invalidated in anyway.

9 36. WAIVER. Any waiver by COUNTY of any breach of any one or more of the
10 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
11 of the same or of any other term of this Agreement. Failure on the part of COUNTY to require
12 exact, full and complete compliance with any terms of this Agreement shall not be construed as
13 in any manner changing the terms or preventing COUNTY from enforcement of the terms of
14 the Agreement.

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

21 38. ADMINISTRATION/CONTRACT LIAISON; MINISTERIAL ACTS. The
22 Director of HWS, or designee(s), and the Executive Director of SUBRECIPIENT, or
23 designee(s), are authorized to administer this Agreement and take such ministerial actions as
24 may be necessary or appropriate to implement the terms, provisions, and conditions of this
25 Agreement as it may be amended from time to time by COUNTY.

26 39. INTERPRETATION AND GOVERNING LAW. This Agreement and any
27 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of
28 the State of California. This Agreement shall be construed as a whole according to its fair

1 language and common meaning to achieve the objectives and purposes of the Parties hereto,
2 and the rule of construction to the effect that ambiguities are to be resolved against the drafting
3 Party shall not be employed in interpreting this Agreement, all Parties having been represented
4 by counsel in the negotiation and preparation hereof.

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

10 41. EFFECTIVE DATE. The Effective Date of this Agreement is the date the Parties
11 sign the Agreement. If the Parties sign the Agreement on more than one date, then the last date
12 the Agreement is signed by a Party shall be the Effective Date.

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

16 43. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses
17 for the ARPA Grant-funded Project covered under the terms of this Agreement prior to
18 receiving written authorization to proceed from COUNTY.

19 44. REPROGRAMMING OF FUNDS. If COUNTY determines that substantial
20 progress toward completion of a Project is not made during the term of this Agreement, the
21 entitlement funds associated with the Project may be reprogrammed by COUNTY after a thirty
22 (30) day written notice is provided to SUBRECIPIENT.

23 45. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT.
24 SUBRECIPIENT agrees to and will require any lessee or assignee to notify Riverside County
25 Workforce Development Center of any and all job openings that are caused by this Project.

26 46. SOURCE OF FEDERAL FUNDING. SUBRECIPIENT acknowledges that the
27 source of funding pursuant to this Agreement is SLFRF funds (CFDA 14.231), and the Grant
28 Award Number is: B-18-UC-06-0506.

47. ASSIGNMENT. The SUBRECIPIENT shall not delegate or make any assignment

1 or transfer in any form with respect to this Agreement, without prior written approval of the
2 COUNTY

3 48. MODIFICATION OF AGREEMENT. This Agreement can be modified or
4 amended only by a writing signed by the duly authorized and empowered representatives of
5 COUNTY and SUBRECIPIENT, respectively.

6 49. RESERVED.

7
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10 Remainder of Page Intentionally Blank

11 [Signatures on Following Page]
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.


2
3 **SUBRECIPIENT:**

COUNTY:

4 HOUSING AUTHORITY OF THE
5 COUNTY OF RIVERSIDE, a public body
6 corporate and politic

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

7 By: 
8 V. Manuel Perez, Chair
9 Board of Commissioners

By: 
Chuck Washington, Chair
Board of Supervisors

10 Dated: 12/10/2024

Dated: 12/10/2024

11 **ATTEST:**
12 **KIMBERLY A. RECTOR, Clerk**

ATTEST:
KIMBERLY A. RECTOR, Clerk

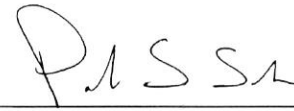
13 By: 
14 **DEPUTY**

By: 
DEPUTY

15 APPROVED AS TO FORM:
16 MINH C. TRAN
17 GENERAL COUNSEL

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL

18 By: 
19 Amrit P. Dhillon,
20 Deputy General Counsel

By: 
Paula Salcido,
Deputy County Counsel

**Exhibit “A”
Scope of Work**

1. General Functions:

Yardi Systems, Inc. shall be responsible for managing the following functions in accordance with the terms outlined herein:

A. Financial Applications:

Yardi Systems, Inc. shall provide software management and functionality for the following financial applications:

- General Ledger
- Budgeting
- Financial Reporting
- Accounts Payable
- Accounts Receivable
- Tenant Accounting
- FSS Escrow Management
- Utilities Billing System (Consumption)
- Purchasing and Requisitioning
- Fixed Assets
- Inventory Management
- Capital Fund Management
- Grant Management
- VMS Reporting
- HUD’s Two-Year Tool
- Financial Statements (Monthly/Annually)
- Cash Management

B. Housing Applications:

Yardi Systems, Inc. shall provide software management and functionality for the following housing applications:

- Applicant Waiting List
- Building/Unit Management
- Low Income Public Housing Tenant Management
- Section 8 Housing Choice Voucher Tenant Management
- Low Income Housing Tax Credit Tenant Management
- Project-Based Voucher Tenant Management
- Rental Assistance Demonstration (RAD) Tenant Management
- Family Self-Sufficiency (FSS) Program Management
- Homeownership Program Management
- Emergency Housing Voucher (EHV) Tenant Management
- Veterans Affairs Supportive Housing (VASH) Tenant Management

- 1 • Mainstream Tenant Management
- 2 • Mod-Rehab Tenant Management
- 3 • Work Order System
- 4 • PIC and TRACS (HIP) Submission/Reporting (50058/50059 forms)
- 5 • Rent Calculation
- 6 • UPCS Inspections (INSPIRE)
- 7 • HQS Inspections
- 8 • Rent Reasonableness Determinations

9 **C. Additional Features/Functions:**

10 Yardi Systems, Inc.'s software shall include, but not be limited to, the following features
11 and functionalities:

- 12 • API or Commercial API integration for exporting data into the agency system.
- 13 • Application integration with third-party vendors.
- 14 • Integration with online banking applications, with the ability to facilitate direct deposit
15 transactions.
- 16 • Integrated Document Management solution.
- 17 • Integrated Document Imaging system.
- 18 • Online waiting list application process or system.
- 19 • Tenant Transfer List management capabilities.
- 20 • Online landlord access for account management, inspections, unit listing, and other
21 functionalities.
- 22 • Online tenant access to complete certifications, view information, and perform actions
23 (including electronic signature capacity).
- 24 • Online applicant access for information updates and other functionalities.
- 25 • Real-time mobile access (Android, iOS, Web) for UPCS/HQS Inspections.
- 26 • Real-time mobile access (Android, iOS, Web) for Maintenance Work Order
27 Management.
- 28 • Real-time mobile access (Android, iOS, Web) to core property management features such
as household lookup, tenant certification, and related functions.
- Contract Management with alert systems for expiration, renewal tracking, and contract
amount monitoring.

29 **2. Data Conversion and Migration:**

30 Yardi Systems, Inc. shall provide project management services to include data conversion
31 from the Housing Authority's existing systems, installation, successful implementation,
32 and testing of the software in the Housing Authority's network infrastructure. The data
33 conversion will encompass all historical data from the current software systems,
34 including but not limited to: Tenmast Public Housing Authority Software, Winten 2+,
35 Integrated Document Imaging (TenDocs), and Vanguard Document Imaging System
36 (IMS21).

1 **3. Training:**

2 Yardi Systems, Inc. shall provide training to the Housing Authority’s personnel,
3 including End-User, Intermediate-User, and Technical-User levels. Yardi Systems, Inc.
4 must ensure training is comprehensive, enabling the Housing Authority to operate the
5 software independently. Yardi Systems, Inc. shall also permit audio and video recording
6 of onsite training sessions or provide access to an equivalent vendor-maintained library
7 with comparable training materials. Training must accommodate a minimum of 150-175
8 end users.

9 **4. Technical Support:**

10 Yardi Systems, Inc. shall provide ongoing technical support and software updates to
11 maintain compliance with Federal directives and ensure efficient product functionality.
12 Yardi Systems, Inc. must document the conditions of support services, including
13 availability, escalation processes, and support channels (telephone, web-based, and onsite
14 support) for use by end-users and technical staff. Yardi Systems, Inc. shall describe its
15 standard maintenance and support agreements, including costs associated with these
16 services, and document its upgrade policy, specifying any fees outside the standard
17 maintenance contract.

18 **5. Vendor Experience:**

19 Yardi Systems, Inc. must demonstrate extensive experience and familiarity with the
20 specified application areas, particularly in administering programs such as the Housing
21 Choice Voucher Tenant-Based and Project-Based Programs, Moderate Rehabilitation
22 Program, Shelter Plus Care, Housing Options for People With AIDS (HOPWA), Family
23 Self-Sufficiency Program, and other related HUD programs. Yardi Systems, Inc. shall
24 provide documentation of their installed customer base currently using the proposed
25 software products, including staff qualifications and financial resources to support the
26 Housing Authority’s operational and reporting requirements.

27 **6. System Installation and Support:**

28 Yardi Systems, Inc. shall be responsible for the complete installation and testing of the
29 system, ensuring independent operation by the Housing Authority personnel. This
30 includes acceptance testing, maintenance support for bug fixes, enhancements, and
31 updates to comply with tax and regulatory changes. Yardi Systems, Inc. must
32 demonstrate their ability to provide ongoing support after installation, which includes
33 programming support for regulatory changes and prompt resolution of user problems
34 using various communication methods, such as onsite visits, remote screen sharing, and
35 audio/video conferencing.

36 **7. Hardware and Communications Environment:**

37 Yardi Systems, Inc. shall provide specifications for a computer hardware platform for the
38 proposed software modules, which must be compatible with the Housing Authority’s

1 existing technology infrastructure. Yardi Systems, Inc. shall coordinate any necessary
2 hardware upgrades with the Housing Authority or their designated IT provider. If Yardi
3 Systems, Inc. hosts the proposed software from a cloud environment, detailed
information related to the underlying cloud infrastructure, security, redundancy, and data
4 backup must be provided.

5 The Housing Authority's current technology infrastructure includes the following:

- 6 • 150 Windows 10 Pro devices (migrating to Windows 11 Pro by January 2025)
- 7 • 15 Samsung Galaxy Android tablets
- 8 • 18 departmental printers and 40 desktop printers
- 9 • Current software system is vendor-hosted as a SaaS (cloud) solution
- 10 • Office 365, including Office Apps, Exchange, SharePoint, OneDrive, and Teams services
- 11 • Network environment includes Cisco Firewall and a combination of Verizon and AT&T
12 Internet Network connecting 4 sites with varying Internet speeds (1 Gbps and 300 Mbps)

13 The Housing Authority prefers a web-based software solution. If local installation is
14 necessary, Yardi Systems, Inc. must include specifications for the hardware environment
15 and detail the estimated time for Housing Authority staff to run updates, if applicable.
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Exhibit "B"
Implementation Schedule and Budget Attachment

Borrower: Housing Authority of the County of Riverside
Address: 5555 Arlington Avenue, Riverside, CA 92504
Project Title: Comprehensive Housing Management Software System Upgrade
Location: 5555 Arlington Avenue, Riverside, CA 92504 (West County) & 44-199 Monroe Suite B, Indio, CA 92201 (East County).

Project Description:

Yardi Systems, Inc. has been selected as the most responsible and responsive bidder and shall undertake all work required to complete the comprehensive housing management software system installation, located at 5555 Arlington Avenue, Riverside, CA 92504 (West County) and 44-199 Monroe Suite B, Indio, CA 92201 (East County).

IMPLEMENTATION SCHEDULE

Milestone	Completion Date
(1) County Approval	December 2024
(2) Preparation Phase	January 2025 – February 2025
(3) Start Installation	March 2025 – April 2025
(4) Testing, Feedback, and Adjustments	May 2025 – July 2025
(5) Training and Full Implementation Rollout	August 2025 -December 2025

BUDGET

Funding Sources	Amount
Housing Authority	\$0
Riverside County ARPA Grant	\$1,064,000
Total	\$1,064,000