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STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER  
22-ERAP-0000

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

The California Department of Housing and Community Development

CONTRACTOR NAME

[Locality]

2. The term of this Agreement is:

START DATE

Upon the date of the Department representative's signature

THROUGH END DATE

Five years from the Start Date

3. The maximum amount of this Agreement is:

\$[INSERT AMOUNT]

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	Authority, Purpose and Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	State of California General Terms and Conditions	04/2017
+ - Exhibit D	State Rental Assistance Program Cashflow Loan General Terms and Conditions	3
+ - Exhibit E	Special Terms and Conditions	1

*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.)

[Locality]

CONTRACTOR BUSINESS ADDRESS

[Insert Address]

CITY

[INSERT]

STATE

CA

ZIP

[INSERT]

PRINTED NAME OF PERSON SIGNING

[Signatory Name]

TITLE

[Signatory Title]

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

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STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-ERAP-0000

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

The California Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 West El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Steven Del Rio

TITLE

Chief, Business and Contract Services Branch

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)

## EXHIBIT A

### **AUTHORITY, PURPOSE AND SCOPE OF WORK**

#### 1. **Authority**

On March 11, 2021, the American Rescue Plan Act of 2021 (Pub.L. No. 117-2) (“**ARPA**”) was signed into law. Section 3201 of Subtitle B of Title III of ARPA established the federal Emergency Rental Assistance Program (“**ERA2**”), and authorized the direct allocation of emergency rental assistance funds to states, units of local governments, territories, and high-need grantees. The ERA2 funds are intended to assist households that are unable to pay rent and utilities during or due to the novel coronavirus disease (COVID-19) pandemic.

California Assembly Bill No. 832 (Chapter 27, Statutes of 2021) (“**AB 832**”) established Round 2 of the State of California’s program for administering its share of ERA2 funds (the “**State Rental Assistance Program**”). AB 832 amended Sections 50897, 50897.1, 50897.2, 50897.3, and 50897.4 of, and added Sections 50897.2.1 and 50897.3.1 to, 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 Program Funds in accordance with state and federal law.

California Senate Bill 115 (Chapter 2, Statutes of 2022) (“**SB 115**”) authorized local jurisdictions and federally recognized tribal governments to request, from the Department, a temporary cashflow loan for Emergency Rental Assistance Program expenditures for complete, eligible applications by households described in paragraphs (1) through (3), inclusive, of subdivision (b) of Section 50897.1 that were received on or before March 31, 2022 (including associated administrative costs) that are consistent with the provisions of Chapter 17 (commencing with Section 50897) of Division 31 of Part 2 of the Health and Safety Code. SB 115 provides that to the extent anticipated federal funding to cover the cost of the foregoing is not received as anticipated by June 30, 2023, the Department of Finance shall forgive an amount up to the amount not covered by a federal allocation.

The Department and the \_\_\_\_\_ (“**Locality**”) enter into this STD 213, Standard Agreement (“**Agreement**”) under the authority and in furtherance of the State Rental Assistance Program.

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:

## EXHIBIT A

- A. AB 832, as enacted on June 28, 2021, and as such law may be subsequently amended;
- B. The Department's State Rental Assistance Program Guidelines – Emergency Rental Assistance (ERA) Rounds 1 and 2 Implementation, dated September 27, 2021 (the “**Guidelines**”), and as such Guidelines may be subsequently amended;
- C. ARPA and related federal guidance, and as such laws may be subsequently amended; and
- D. All other applicable law.

### 2. **Purpose**

The State Rental Assistance Program is intended to provide Rental Assistance (as defined below) to eligible households.

Pursuant to Section 3201 of Subtitle B of Title III of ARPA, the Locality received an allocation of ERA2 funds from the U.S. Department of the Treasury (“**Treasury**”) (this amount, **and any and all additional tranches thereof**, 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 ARPA and Treasury interpretive guidance and to all such requirements as may be subsequently amended.

To the extent the Direct Federal Allocation does not cover the full amount of assistance needed, Locality desires to receive a temporary cashflow loan of funds as authorized pursuant to SB 115 (this amount, and any and all additional tranches thereof, the Locality’s “**Cashflow Loan**”).

As authorized by SB 115, the Department may verify the Locality’s operational readiness and capacity prior to and during Locality’s utilization of the **Cashflow Loan**. If there are outstanding verification items, they are set forth at Exhibit E of this Agreement, and they must be addressed or satisfied before disbursements of the Cashflow Loan.

By entering into this Agreement, Locality agrees to utilize its Direct Federal Allocation and any Cashflow Loan proceeds in compliance with the Program Requirements. Locality’s failure to comply with this requirement may result in the Department recouping the Cashflow Loan from the Locality as well as Locality’s forfeiture of rights any loan forgiveness.

## EXHIBIT A

By entering into this Agreement, the Locality agrees to utilize its Cashflow Loan in compliance with the Program Requirements and the terms and conditions of this Agreement. Locality further agrees that it will distribute the proceeds from the Cashflow Loan equitably and consistent with demonstrated need within its jurisdiction. Locality further agrees that it will not institute additional programmatic requirements that may inhibit participation in its program of Rental Assistance (as defined below).

By entering into this Agreement, Locality agrees that it is solely responsible for compliance with all applicable management, implementation, and reporting requirements established under state and federal law.

### 3. **Definitions**

Any terms that are not defined in this Agreement shall have the definitions set forth in the Program Requirements. In the event of any conflict, the definitions set forth in ARPA shall be controlling.

**A. “Department”** means the Department of Housing and Community Development.

**B. “Locality”** means the entity entering into this Agreement with the Department under the authority and in furtherance of the State Rental Assistance Program –Round 2. The Locality is also identified as “Contractor” on the form STD 213 portion of this Agreement. Furthermore, all obligations applicable to the Contractor as set forth in Exhibit C hereof shall apply to Locality.

**C. “Rental Assistance”** means payments of rental arrears; prospective rent payments; utilities, including arrears and prospective payments; and any other expenses related to housing, as defined by the Secretary of the Treasury.

### 4. **Scope of Work**

**A.** Locality shall administer its Direct Federal Allocation and Cashflow Loan proceeds in accordance with the Program Requirements.

**B.** Locality shall employ fraud prevention measures to prevent incidents of fraud and duplication of benefits during its administration of the foregoing.

**C.** Locality shall apply Cashflow Loan funds towards the eligible uses and compensation requirements specified at Health and Safety Code section 50897.1 and, upon approval by the Department, the other eligible uses provided in Section 3201(d)(1)(D) of Subtitle B of Title III of ARPA. Locality shall make commercially reasonable efforts to ensure that the Cashflow Loan funds are not used unlawfully or

## EXHIBIT A

fraudulently and are only disbursed for the eligible uses specified at Health and Safety Code section 50897.1. Locality shall also make commercially reasonable efforts to ensure that only eligible applicants receive Rental Assistance under this Agreement. Locality shall prioritize payments of Rental Assistance in accordance with the Program Requirements.

- D. Locality may use up to 10 percent of the Cashflow Loan for housing stability services (e.g., case management) provided that such use complies with the Program Requirements.
- E. Locality may use up to \_\_\_\_\_ percent of the Cashflow Loan for administrative costs attributable to providing financial assistance, housing stability services, and other affordable rental housing and eviction prevention activities (e.g., data collection and reporting requirements related to such funds). The funds may be used to cover both direct and indirect administrative costs.
- F. Locality shall track its separate expenditures of its Direct Federal Allocation and its Cashflow Loan, and it shall maintain a clear accounting of same.
- G. [RESERVED]
- H. All Cashflow Loan funds shall be expended timely and consistent with the Program Requirements, or the funds may be recaptured by the Department and reallocated to other jurisdictions, as authorized.
- I. All Cashflow Loan funds are subject to the same reporting and verification requirements specified at Section 501(g) of Subtitle A of Title V of Division N of the federal Consolidated Appropriations Act, 2021 (Pub.L. No. 116-260). Locality shall, in addition, provide any other information that the Department deems necessary for purposes of the State Rental Assistance Program, including, but not limited to, quarterly activity reports and weekly financial reports. Such reports shall be in form and substance satisfactory to the Department.
- J. Locality shall maintain records (e.g., work plans, operational documents, financial documents) sufficient to support compliance with the Program Requirements. The Department, the Treasury Office of Inspector General, and the Government Accountability Office, or their authorized representatives, shall have the right of access to such records (electronic and otherwise) in order to conduct audits or other investigations. Locality shall maintain such records for a period of five (5) years after the expiration of this Agreement.

**EXHIBIT A**

**5. State Rental Assistance Program – Round 2. 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, through a commercial courier, or via electronic transmittal to the Department's Contract Coordinator at the addresses specified below. All other communication regarding this Agreement shall be directed to the Department's Contract Coordinator as appropriate.

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  
[erap@hcd.ca.gov](mailto: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, through a commercial courier, or via electronic transmittal to the Locality's Contract Coordinator at the addresses specified below. The Department will direct all other communication regarding this Agreement to the Locality's Contract Coordinator as appropriate.

[ADDRESS BLOCK]

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Budget Detail**

Locality has been awarded a Cashflow Loan in the amount specified at Exhibit E of this Agreement. The Department and the Locality shall amend this Agreement, as appropriate, to reflect any increase in the Cashflow Loan.

Upon satisfaction of the below Conditions of Performance, as well as any relevant conditions specified at Exhibit E of this Agreement, the Locality shall execute a promissory note (**the “Note”**) evidencing the amount and terms of the Cashflow Loan, and thereafter Department shall disburse sums to the Locality pursuant to the Note by either warrant or electronic funds transfer.

**2. Conditions of Performance**

The Department will make payments of the Cashflow Loan pursuant to the Note 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, consistent with Program Requirements, provide the Department a written accounting of its obligation and expenditure of all Cashflow Loan funds. The form, substance, and timing of this written accounting shall be determined by the Department in its reasonable discretion. The Locality shall thereafter cooperate with the Department’s recapture and reallocation of any unused funds, as authorized.

**4. Cashflow Loan Disbursement Terms Required and Set forth in the Note**

The following requirements apply to disbursement under this Agreement, and said requirements may be set forth in greater detail in the Note. Any conflict between the Note and this Agreement shall be resolved in favor of the Note.

**A.** The Note shall set forth the principal amount of the Cashflow Loan, which amount is set forth in Exhibit E hereof. The Note shall also set forth amount of interest and maturity date of the Cashflow Loan. The Note shall include detailed procedures for the Locality to request forgiveness of the Cashflow Loan, from the Department of Finance, all as authorized and set forth in SB 115 (Chapter 2, Statutes of 2022).

**B.** The Locality must demonstrate that it applied for Reallocation Funding from the U.S. Department of the Treasury (“Treasury”) either in November 2021 or January 2022,



**EXHIBIT B**

and it shall only be eligible for disbursement of Cashflow Loan funds up to said amount, less any Treasury Reallocated ERA funds received, which amount shall not exceed the Cashflow Loan amount set forth in Exhibit E hereof.

- C.** To continue to receive Cashflow Loan disbursements, the Locality must continue to apply to the Treasury ERA1 and ERA2 reallocation process, and the Locality shall immediately inform the Department upon receiving a reallocation determination from Treasury, or the Locality will no longer remain eligible to request any amounts previously authorized under this Agreement and the Note.
- D.** To continue to receive Cashflow Loan disbursements, the Locality must provide, in writing, to the Department, the average monthly number of households and dollar assistance provided. The Department reserves the right to request additional programmatic information to set and adjust the cadence of requested Cashflow Loan disbursements.
- E.** While the amount of funding requested from Treasury is the maximum amount that may be disbursed under the Cashflow Loan, the Locality must spend federal resources prior to utilizing state funding, including any reallocated dollars from Treasury that are made available.
- F.** The Note will provide that up to 40 percent of the Cashflow Loan may be available for the initial draw request, with the expectation that additional federal funding will become available, which federal funding, when made available to Locality, would need to be expended prior to any Cashflow Loan proceeds it then possesses, and prior to any subsequent Cashflow Loan draw requests.
- G.** Notwithstanding the foregoing, if the Locality is processing a payment (payfile) and assigned state dollars, immediately prior to federal reallocation funds being made available, that payfile may proceed, however the subsequent payfile(s) must expend the federal reallocated funds made available until such time no federal funds remain.
- H.** Once the Locality has expended 75 percent of their initial 40 percent request referenced above, the locality may request that the Department disburse subsequent tranches based on a method to be determined by the Department, up to 50 percent of the remaining 60 percent available under the Cashflow Loan.
- I.** Once the Locality has expended 75 percent of the amount set forth in the preceding paragraph, the Locality may request that the Department disburse all remaining amounts of the Cashflow Loan.
- J.** Only applications received on or before March 31, 2022, for rent due on or before March 31, 2022, is eligible for assistance paid pursuant to the Cashflow Loan, and the

**EXHIBIT B**

failure of the Locality to satisfy any of the requirements of this Agreement, as well as those set forth in the Note shall subject the Locality to recapture of incorrectly expended funds, and well as forfeiture of all rights to loan forgiveness.

# 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**  
**CASHFLOW LOAN GENERAL TERMS AND CONDITIONS**

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

- A.** This Agreement, when fully executed by the Department and the Locality, is effective upon the date of the Department representative's signature on the STD 213, Standard Agreement (such date, the "**Effective Date**").
- B.** This Agreement shall terminate **five (5) years** after the Effective Date (such date, the "**Expiration Date**").
- C.** Locality shall make its best efforts to meet the obligation deadlines specified by this Agreement and the Program Requirements, to avoid the Department's recapture and reallocation of unobligated or unused funds, as authorized.
- D.** All Cashflow Loan funds shall be expended timely and consistent with the Program Requirements, or the funds may be recaptured by the Department and reallocated to other jurisdictions, as authorized.

**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.

Locality shall return any unexpended Cashflow Loan funds plus all accrued interest 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 ERA2, or 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.



**EXHIBIT D**

**B. [RESERVED]**

**C. [RESERVED]**

**D.** The Department may cancel this Agreement, in whole or in part, if Congress enacts any restrictions, limitations, or conditions that impact this Agreement or the funding of this Agreement; or 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 Cashflow Loan to the Department within thirty (30) calendar days from the date on the Department's written notice of termination, unless (i) the Note provides otherwise; or (ii) an alternate arrangement is necessary for one or both parties to remain in compliance with the ERA2, or applicable law.

**4. Termination Without Cause**

The Department may terminate this Agreement at any time, without cause, by providing thirty (30) calendar days' advance written notice to Locality. Locality shall return any unexpended Cashflow Loan funds to the Department within thirty (30) calendar days from the date on the Department's written notice of termination, unless (i) the Note provides otherwise; or (ii) an alternate arrangement is necessary for one or both parties to remain in compliance with the ERA2, or applicable law.

**5. 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.

**6. 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.

EXHIBIT D

7. **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.

8. **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, guidance, and executive orders in their performance under this Agreement.

9. **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 Cashflow Loan.

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.

## EXHIBIT E

### **SPECIAL TERMS AND CONDITIONS**

#### **1. Locality's Cashflow Loan**

The Department is making a Cashflow Loan to Locality in the amount of \$\_\_\_\_\_, the terms of which are set forth in greater detail in the Note executed by the Locality as referenced and defined in Exhibit B hereof.

#### **2. Civil Rights**

Notwithstanding that the Cashflow Loan is funded from State proceeds, the Locality and any of its contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

#### **3. Additional statutes and regulations prohibiting discrimination are applicable to this Agreement and include, without limitation, the following:**

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.);
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.);
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.); and
- f. The State of California nondiscrimination statutes, regulations, and standards set forth and identified at Exhibit C of this Agreement.