



# ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Sandra Rivera  
Interim Agency Director

Agenda Item \_\_\_\_\_ November 22, 2022

224 West Winton Ave  
Room 110

Hayward, California  
94544-1215

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November 8, 2022

Honorable Board of Supervisors  
Administration Building  
1221 Oak Street, Suite 536  
Oakland, California 94612

Dear Board Members:

**SUBJECT:            AUTHORIZE ACCEPTANCE OF STATE RENTAL ASSISTANCE PROGRAM CASH FLOW LOAN, APPROVE THE STANDARD AGREEMENT WITH THE STATE OF CALIFORNIA AND APPROVE THIRD AMENDMENT TO CONTRACT NO. 23302 WITH CENTRO LEGAL DE LA RAZA, INC. FOR DISTRIBUTION OF THE LOAN FUNDS**

**RECOMMENDATIONS:**

- A. Authorize acceptance of a forgivable, zero interest State Rental Assistance (SRA) Program Cash Flow Loan from the State Department of Housing and Community Development (State HCD), for continued implementation of the Emergency Rental Assistance Program, in the amount of \$34,824,706;
- B. Execute Standard Agreement (2240-21ERAP30012) and Promissory Note (21-ERAP-30012) with the State of California for the SRA Program Cash Flow Loan;
- C. Approve Third Amendment to Procurement Contract No. 23302 with Centro Legal de la Raza, Inc. (Principal: Monique Berlanga; Location: Oakland) for administration of the AC Housing Secure Emergency Rental Assistance Program to increase the budget for pass-through rental assistance funds from \$30,963,035 to \$65,787,741 (\$34,824,706 increase) with no change to the budget for administrative costs of \$1,736,178 and no change to the contract term of 3/9/2022-9/30/2025; and
- D. Authorize the Auditor-Controller to make the related budget adjustments.

**DISCUSSION/SUMMARY:**

On May 24, 2022, your Board approved Resolution No. 2022-251 (Item No. 27) authorizing the County to be eligible to receive funding from State HCD for the SRA cash flow loan, operated by the Community Development Agency's (CDA's) Housing and Community Development Department (HCD). This Board Letter authorizes the County to sign and execute the forgivable loan agreement and also allocates the funds

to Centro Legal de la Raza, Inc. (Centro Legal) as the pass-through entity for distribution of the funds to eligible tenants and landlords.

The SRA loan can only fund applications received before March 31, 2022 and only for rental and utility arrears accrued prior to March 31, 2022. Upon execution of the loan agreement, the County will be required to spend down any federal funds received through the Consolidated Appropriations Act, 2021(CAA-21) or the American Rescue Plan Act of 2021 (ARPA) prior to spending any SRA funds. Any reallocated funds the County receives after execution of the loan agreement will have to be expended in place of the SRA cash flow loan funds. The County and State HCD have mutually agreed that Federal funds granted to the County for ERAP may not be used to repay the SRA loan, as the U.S Department of Treasury (Treasury) has not provided any guidance that would suggest that loan repayment is an allowable use of Federal ERAP funds. Once all applications received prior to March 31, 2022 have been processed, the County will return any unspent funds back to the State, the loan will be forgiven. There is no interest rate on the loan.

Centro Legal has served as the ERAP program administrator since it was launched in November 2020 and approval of this agreement will allow for seamless continuation of the program and expedient payment to all eligible tenants and landlords. SRA cash flow loan funds will be received in three tranches; the first tranche of \$13.9 million (40% of total), followed by two tranches of \$10.4 million (30% of total) each. In order to ensure direct payments are made expeditiously, HCD requests that your Board appropriate the entire loan amount to Centro Legal and HCD. Allocation of these funds to the County's existing ERAP contract with Centro Legal will also allow for expedient distribution of SRA cash flow loan funds.

As of November 2, 2022, AC Housing Secure has received over 15,000 applications from tenants for rental assistance, and has approved over 8,600 applications totaling more than \$120 million in assistance funds approved for payment. Rental assistance grants are paid from funds received directly from Treasury and State HCD to tenants and directly to landlords. As of November 2, 2022, there are roughly 1,600 applications received prior to March 31, 2022 that may be eligible for SRA loan funding. County HCD does not expect that all of these applications will be funded, due to tenant eligibility, responsiveness, and documentation issues. The SRA represents the final distribution of Emergency Rental Assistance Program funds from the State of California. All Federal ERAP funds received directly from the Treasury or State HCD have been appropriated by your Board. Any future Emergency Rental Assistance Program funds will be reallocated funds from the Treasury.

**SELECTION CRITERIA AND PROCESS:**

*Your Board previously waived the County's competitive bidding requirement for Centro Legal's administration of the Emergency Rental Assistance Program in order to meet the federal expenditure deadlines of the CAA-21 and ARPA.*

*Your Board's Small, Local, Emerging Business (SLEB) Policy exempts local non-profits from participation in the SLEB program and requirements for tracking payments to SLEB's in the*

*Elation Database. Centro Legal de la Raza is a local nonprofit Community-Based Organization (CBO) providing services on behalf of the County directly to County residents and therefore is not subject to SLEB requirements.*


**FINANCING:**

Funding for this program and administration comes entirely from the County's allocation of State Emergency Rental Assistance Program funds through SRA Cash Flow Loan. Application for this loan was authorized by your Board on May 24, 2022 (Item No. 27). The Dept ID is 510724 and Fund No is 21712 Disaster Response ERAP in the amount of \$34,824,706. There is no Net County Cost as a result of this action.

**VISION 2026 GOAL:**

Approval of this Project meets the 10X goal pathway of **Eliminate Homelessness** in support of our shared vision of **Safe and Livable Communities**.

Very truly yours,

DocuSigned by:  


4C216765DCDF437...  
Sandra Rivera, Interim Director  
Community Development Agency

cc: Susan S. Muranishi, County Administrator  
Donna R. Ziegler, County Counsel  
Melissa Wilk, Auditor-Controller  
Laura Lloyd, County Administrator's Office  
Heather Littlejohn Goodman, Office of the County Counsel  
Lucy Romo, Community Development Agency

**Subject of Board Letter:**

Authorize Acceptance Of State Rental Assistance Program Cash Flow Loan, Approve the Standard Agreement With The State Of California And Approve Third Amendment To Contract No. 23302 With Centro Legal De La Raza, Inc., For Distribution Of The Loan Funds.

**BY:** 2023

**FUND:** 21712

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

ORG	ACCT	PROG	PROJ/GR	AMOUNT
510724	454900			34,824,706
<b>ORG TOTAL</b>				34,824,706

ORG	ACCT	PROG	PROJ/GR	AMOUNT
<b>ORG TOTAL</b>				-

**GRAND TOTAL ANTICIPATED REVENUE** 34,824,706

The increase (decrease) in appropriations, as follows:

ORG	ACCT	PROG	PROJ/GR	AMOUNT
510724	610000			34,824,706
<b>ORG TOTAL</b>				34,824,706

ORG	ACCT	PROG	PROJ/GR	AMOUNT
<b>ORG TOTAL</b>				\$0

**GRAND TOTAL APPROPRIATION** 34,824,706

**THIRD AMENDMENT TO AGREEMENT (CONTRACT #23302) BETWEEN CENTRO LEGAL DE LA RAZA, INC. AND THE COUNTY OF ALAMEDA**

THIS THIRD AMENDMENT TO AGREEMENT BETWEEN CENTRO LEGAL DE LA RAZA, INC. AND THE COUNTY OF ALAMEDA (the “Third Amendment”) is made and entered into this 22nd day of November, 2022 by and between the COUNTY OF ALAMEDA, a political subdivision of the State of California (hereinafter referred to as “County”), and CENTRO LEGAL DE LA RAZA, INC., a California non-profit corporation (hereinafter referred to as “Subrecipient”).

**RECITALS**

WHEREAS, the County and the Subrecipient entered into an Agreement dated March 9, 2022, (“The Agreement”) for the provision of program administrator services for the Emergency Rental Assistance Program funded by a federal grant the County received pursuant to the American Rescue Plan Act (ARPA); and

WHEREAS, on May 24, 2022, the County was authorized to enter into a Standard Agreement with the State of California for a Cash Flow Loan to support the Emergency Rental Assistance Program in an amount up to \$34,824,706; and

WHEREAS, the County and the Subrecipient desire to amend the Agreement to add the \$34,824,706 in State Cash Flow Loan Funding to the budget for Subrecipient to provide additional pass through rental assistance payments; and

WHEREAS, the County and the Subrecipient are using state funds authorized under Senate Bill 115, passed in response to the COVID-19 pandemic for this contract increase; and

WHEREAS, the Agreement as amended will authorize expenditure of the ARPA grant funds for Subrecipient’s continued administration the Emergency Rental Assistance Program, including administering the additional rental assistance funds added to the Agreement pursuant to this Amendment;

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, COUNTY AND SUBRECIPIENT AGREE AS FOLLOWS:

- I. The Agreement on Page 2 is hereby amended by deleting the final paragraph and replacing it with, “The total amount of the Agreement is *sixty-seven million five hundred twenty-three thousand nine hundred nineteen dollars* (\$67,523,919), including *one million seven hundred thirty-six thousand one hundred seventy-eight dollars* (\$1,736,178) in program administrator costs funded by the Federal Award, and *sixty-five million seven hundred eighty-seven thousand seven hundred forty-one dollars* (\$65,787,741) in pass-through rental assistance funding, including *thirty million nine hundred sixty-three thousand thirty-five dollars* (\$30,963,035) in Federal Award funds and *thirty-four million eight hundred twenty-four thousand seven hundred six dollars* (\$34,824,706) in State funds. The total amount of the Federal Subaward provided by this Agreement is “thirty-

two million six hundred ninety-nine thousand two hundred thirteen dollars (\$32,699,213).”

II. EXHIBIT A DEFINITION OF SERVICES of the Agreement is amended as follows:

- a. Exhibit A-3, Section 1, subsection 1 is amended to state: “The Alameda County Housing and Community Development Department (HCD) is engaging Centro Legal de la Raza ("Subrecipient") as the Program Administrator for a countywide (with the exception of the cities of Oakland and Fremont) Emergency Rental Assistance Program (Program or ERAP) to provide financial assistance to qualified tenants with housing costs, including rental and utility arrears, as a result of lost work or income during the COVID-19 pandemic and in accordance with Subtitle B of Title III of the American Rescue Plan Act of 2021 , Pub. L. No. 117-2 (Mar. 11, 2021) and California Senate Bill 115 (Collectively, the Act). Subrecipient shall serve as the primary manager of all administrative aspects of implementing the Program; which shall serve both rental housing providers and renters by providing financial assistance to Alameda County residents who qualify for and require the assistance.”
- b. Exhibit A-3, Section 1., subsection 2., is amended to add a new subparagraph d. stating: “Pursuant to SB 115, expenditure of all Federal Award funds allocated for direct financial assistance prior to expenditure of any State loan funds. This includes any Federal Award funds reallocated to the County under the Consolidated Appropriations Act (pursuant to Contract No. 21829 between County and Subrecipient).”
- c. Exhibit A-3, Section 1., subsection 2., is amended to add a new subparagraph e. stating: “Pursuant to SB 115, limiting use of State loan funds to payment of eligible applications received prior to March 31, 2022.”
- d. Exhibit A-3, Section 1., subsection 5. is amended to delete “thirty million nine hundred sixty-three thousand thirty-five dollars (\$30,963,035)” and replace with “sixty-five million seven hundred eighty-seven thousand seven hundred forty-one dollars (\$65,787,741)”.
- e. Exhibit A-3, Section 2, a new subsection d is added, stating: “Subrecipient shall administer the program in compliance with all requirements set forth in the Standard Agreement between the County and the State for the Cash Flow Loan funds, which agreement is incorporated herein by this reference.”
- f. Exhibit A-3, Section 3., is amended to state: “General. This phase is anticipated to occur from March 2022 – September 2025. During this phase, Subrecipient shall provide financial assistance in accordance with federal and state law and regulations to qualified tenants, utility companies, and property owners that rent property to such tenants in Alameda County (excluding the cities of Fremont and Oakland) with rental arrears who meet program eligibility requirements.”
- g. Exhibit A-3, Section 5., subsection c. is amended to add as a new first sentence and modified second sentence: “The Subrecipient shall administer up to thirty million nine hundred sixty-three thousand and thirty-five dollars (\$30,963,035) of direct rental assistance funding from the Federal Award and up to thirty-four million eight hundred twenty-four thousand seven hundred six dollars (\$34,824,706) in State funds as outlined in this Exhibit and in Exhibits B-2 and B-3 of this agreement. Subrecipient acknowledges and accepts a fiduciary duty to hold the direct pass-

through rental assistance funds for the benefit of the eventual rental assistance grantees (qualifying landlords, tenants, and utility providers).”

III. EXHIBIT B BUDGET AND PAYMENT TERMS of the Agreement is amended as follows:

- a. Exhibit B, Section 1, subsection a. is amended to state: “The subrecipient shall administer thirty-million nine hundred sixty-three thousand thirty-five dollars (\$30,963,035) in Federal Award funds and up to thirty-four million eight hundred twenty-four thousand seven hundred six dollars (\$34,824,706) in State loan funds for direct financial assistance. These funds are passed through directly to eligible households, landlords, and utility providers.”
- b. Exhibit B, Section 3., subsection a. is amended to add a new subparagraph vii. stating: “Subrecipient will only be provided reimbursement on State loan funds for direct financial assistance as long as there are unpaid eligible applications received on or before March 31, 2022. Upon payment of final application eligible for State loan funding, unspent State loan funds allocated under this contract shall be liquidated and returned to the State.”
- c. Exhibit B-2 is amended to state: “Thirty million nine hundred sixty-three thousand thirty-five dollars (\$30,963,035) in Federal Award funds of direct rental assistance to be passed through directly to eligible households, landlords, or utility providers”.
- d. A new Exhibit B-3 is added to the agreement, titled “State Loan Emergency Rental Assistance Budget” and stating: “Up to thirty-four million eight hundred twenty-four thousand seven hundred six dollars (\$34,824,706) of direct rental assistance to be passed through directly to eligible households, landlords, or utility providers.”

IV. Except as provided for in this Amendment No. 3, all other terms and conditions of the Agreement, as amended, remain in full force and effect.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 as of the day and year first above written.

COUNTY OF ALAMEDA

Centro Legal de la Raza, Inc.

By: *Keith Carson*  
Keith Carson,  
President of the Board of Supervisors

DocuSigned by:  
*Monique Berlanga*  
4EDD06A3D98645C...  
Monique Berlanga, Executive Director,  
Centro Legal de la Raza, Inc.

Date: 12/12/2022

Date: 11/8/2022

Approved as to form:  
Donna R. Ziegler, County Counsel

DocuSigned by:  
By: *Heather Littlejohn Goodman*  
4F16CF9888B421...  
Heather Littlejohn Goodman  
Deputy County Counsel

23-7181456  
Tax Identification Number

By signing above, signatory warrants and represents that he/she executed this Amendment No. 3 to the Contract in his/her authorized capacity and that by his/her signature on this Amendment No. 3 to the Contract, he/she or the entity upon behalf of which he/she acted, executed this Amendment No. 3 to the Contract.





2. The amount due and payable under this Note is payable at the principal office of the Department set forth above, or at such other place as the Department may designate to the Borrower in writing from time to time, in any coin or currency of the United States of America which on the respective date of payment thereof shall be legal tender for the payment of public and private debts.
3. If the Department terminates the Standard Agreement for cause pursuant to Exhibit D of the Standard Agreement, this Note shall begin to accrue simple interest at the rate of ten percent (10%) per annum on the date that Department provides written notice of termination of the Standard Agreement to Borrower. Except as provided in this Paragraph 3, this Note will not accrue interest.
4. If anticipated federal funding for the State Rental Assistance Program (“Program”) is not received as anticipated by June 30, 2023, and the Borrower is not in breach of the Standard Agreement, the Department of Finance may forgive an amount up to the amount not covered by a federal allocation, in accordance with Senate Bill No. 115, Budget Act of 2021. Borrower acknowledges that in order to request forgiveness under this Note it must contact the Department of Finance, in writing, to make such a request and must carbon copy Department on all such requests. **BORROWER IS INFORMED AND ACKNOWLEDGES THAT DEPARTMENT HAS NO AUTHORITY TO FORGIVE THE PRINCIPAL AMOUNT SET FORTH IN THIS INSTRUMENT AND THE DEPARTMENT OF FINANCE IS THE SOLE AUTHORITY VESTED WITH THE POWER TO FORGIVE SUCH AMOUNT.**
5. All covenants, conditions and agreements contained in the other Loan Documents are hereby made a part of this Note.
6. The following events also shall constitute a breach under this Note:
  - a. The Borrower becoming insolvent or bankrupt, being unable or admitting in writing its inability to pay its debts as they are due, or making a general assignment with creditors;
  - b. Institution by or against the Borrower of proceedings for the appointment of a receiver, trustee, or liquidator of all or a substantial part of the assets of the Borrower, which proceedings are not dismissed within sixty (60) days of institution; or
  - c. Institution by or against the Borrower of proceedings under any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction, which proceedings are not dismissed within sixty (60) days of institution.

7. No delay or failure of the Department in the exercise of any right or remedy hereunder or under any other agreement which secures or is related hereto shall affect any such right or remedy, and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof, and no action taken or omitted by the Department shall be deemed a waiver of any such right or remedy.
8. Borrower hereby agrees to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by the Department in the enforcement of this Note, or the other Loan Documents, or any term or provision thereof. Each maker, endorser, surety, and guarantor of this Note hereby jointly and severally waives demand, protest, presentment, notice of nonpayment, notice of protest, notice of dishonor, and diligence in bringing suit against any party and does hereby consent that time of payment of all or any part of said amount may be extended from time to time by the Department without notice.
9. Any notice to the Borrower provided for in this Note shall be given by personal delivery or by mailing such notice by certified mail addressed to the Borrower at the address stated below, or to such other address as the Borrower may designate by written notice to the Department. Any notice to the Department shall be given by personal delivery or by mailing such notice by certified mail, return receipt requested, to the Department at the address stated above, or at such other address as may have been designated by written notice to Borrower, with a copy to the Department at the address specified in the Standard Agreement. Notices mailed in accordance with this provision shall be deemed delivered and received five (5) days after deposit in the United States mail.
10. Borrower acknowledges and agrees that it has the authority to enter into and be bound by this Note.
11. This Note shall be binding upon the Borrower and its successors and assigns.
12. Borrower shall be entitled to pay the indebtedness evidenced by this Note, or any part thereof, prior to or in advance of the time for payment. No such prepayment shall relieve Borrower from its obligations under the Loan Documents except as provided in the Loan Documents.
13. This Note shall be construed in accordance with and be governed by the laws of the State of California.
14. Any disputes regarding this Note will be filed in the Superior Court of the County of Sacramento.
15. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way

be affected or impaired thereby unless, in the sole discretion of the Department, the invalidity, illegality or unenforceability of the provision negates the Program purpose.

16. This Note and the debt evidenced hereby, if not already forgiven pursuant to Paragraph 4, shall be fully discharged and satisfied upon payment of the principal and any interest due by the Maturity Date.

Executed as of the date first set forth above at Hayward, California.

BORROWER

BORROWER'S ADDRESS

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By: Sandra Rivera  
Title: Interim Agency Director, Community  
Development Agency

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County of Alameda  
224 W. Winton Avenue, Room 110  
Hayward, CA 94544

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Attachment 1: Disbursement Schedule

ERAP Loan Total	\$34,824,706.00	
Initial Loan Amount	\$13,929,882.00	To be disbursed by Department within five (5) days of the Effective Date of the associated Standard Agreement.
Second Loan Amount	\$10,447,412.00	To be disbursed by Department after Borrower has demonstrated to the Department that it has expended 75 percent of the Initial Loan Amount.
Remaining Disbursement Amount	\$10,447,412.00	To be disbursed by Department after Borrower has demonstrated to the Department that it has expended the Initial Loan Amount and 75 percent of the Second Loan Amount.

# **Addendum to State Rental Assistance Program Guidelines – Emergency Rental Assistance (ERA) Rounds 1 and 2 Implementation**

## **State ERAP Short-Term Cashflow Loans**

The following apply to all cashflow loans made by the Department pursuant to Senate Bill No. 115, Budget Act of 2021 (Chapter 2, Statutes of 2022).

### **I. Authority**

On February 9, 2022, the Budget Act of 2021 (“Budget Act”) was signed into law. Section 3 of the Budget Act establishes short-term cashflow loans for eligible Option B jurisdictions participating in the Emergency Rental Assistance Program. This addendum to the State Rental Assistance Program Guidelines – Emergency Rental Assistance (ERA) Rounds 1 and 2 Implementation is intended to implement the requirements of Section 3 of the Budget Act. Health and Safety Code section 50897.1, subdivisions (k)(1) and (2), which the Budget Act incorporates, authorize HCD to adopt, amend, and repeal rules, guidelines, or procedures necessary to carry out the foregoing.

### **II. Cashflow Loans**

#### **A. Eligibility**

Eligible Option B jurisdictions may request a short-term cashflow loan from the Department for ERA expenditures (including allowable administrative costs) on Completed Applications for eligible rent and utilities assistance as described in Health and Safety Code section 50897.1 subdivision (b) (“Cashflow Loan”). Such Completed Applications must be received on or before March 31, 2022 for rent and/or utilities due on or before March 31, 2022.

An applicant for a Cashflow Loan must have applied for Reallocation Funding from the U.S. Treasury either in November 2021 or January 2022 to be eligible for a Cashflow Loan from the Department. Any Cashflow Loan made by the Department pursuant to this Addendum shall not exceed the amount of Reallocation Funding requested by the applicant from the U.S. Treasury. Written proof of such amount requested must be provided to the Department when applying for a Cashflow Loan.

Applicants and recipients for/of Cashflow Loans must continue to apply for the U.S. Treasury Reallocation Funding process, inclusive of ERA1 and ERA2, and must provide the Department written proof of such efforts.

#### **B. Appropriate uses**

Use of Cashflow Loan funds is restricted to allowable payments for rent arrears, utility arrears, and local administrative expenses, as defined in the U.S. Treasury’s guidance

## State Rental Assistance Program

related to ERA2. Assistance provided with funds from Cashflow Loans is limited to rent and/or utilities due on or before March 31, 2022 for eligible households as defined by federal law and described elsewhere in the State Rental Assistance Program Guidelines.

### C. Applications

In order to be eligible for a Cashflow Loan from the Department, an applicant for a Cashflow Loan must provide the following:

- (1) A properly adopted resolution from the applicant's governing board authorizing application for and acceptance of the Cashflow Loan from the Department;
- (2) Documentation evidencing the average monthly number of households assisted and dollar assistance provided by the applicant using ERA funds;
- (3) Proof, as demonstrated by the November 2021 or January 2022 Reallocation Request submitted to the U.S. Treasury, that the applicant has demand for assistance that exceeds all federal ERA funds received by the applicant (including any reallocated dollars that the U.S. Treasury makes available);
- (4) Any other documents or information requested by the Department.

### D. Disbursements

Once the required application items listed above in II.C hereof and all other required documentation, including an executed Standard Agreement, have been received by the Department in a condition satisfactory to the Department, the Department will make the Cashflow Loan funds available.

Any Cashflow Loans made by the Department will be distributed to successful applicants on a monthly basis and will account for the applicant's ability to process payments and distribute funds to recipients or clients.

For any Cashflow Loans made by the Department, the Department will initially fund 40 percent of the approved Cashflow Loan amount ("Initial Loan Amount"). Once the Cashflow Loan recipient has demonstrated to the Department that it has expended 75 percent of the Initial Loan Amount, then the Department will make 50 percent of the remaining 60 percent available to the Cashflow Loan recipient ("Second Loan Amount"). Once the Cashflow Loan recipient has demonstrated to the Department that it has expended the Initial Loan Amount and 75 percent of the Second Loan Amount, then the Department will make the remaining amount available to the Cashflow Loan recipient.

If the Cashflow Loan recipient is processing a payment (payfile) with assigned state Cashflow Loan dollars immediately prior to federal reallocation funds being made available, that payfile may proceed. However, the Cashflow Loan recipient must expend the reallocated federal funds made available for subsequent payfile(s) until such time as no federal funds remain. When the Cashflow Loan recipient has exhausted the federal

## State Rental Assistance Program

reallocated funds, it may use remaining Cashflow Loan funds to fund eligible households for allowable assistance during the covered period.

Additional mechanics of the Cashflow Loan are detailed in the Standard Agreement between the Department and recipient.

### E. Reporting

Financial reports specifically related to the use of Cashflow Loans will be required weekly, on a day and in an electronic format that is acceptable to the Department. At minimum, these weekly reports shall include the following data:

- (1) Total funding obligated for the payment of allowable rent and utilities arrears costs for approved applications from Eligible Households for the week and cumulatively;
- (2) Total expenditures for the payment of allowable rent and utilities arrears costs for approved applications from Eligible Households for the week and cumulatively;
- (3) Projected obligations and expenditures for the upcoming week based on eligible applications received and processed;
- (4) Number of household applications received, processed, and approved for the week and cumulatively;
- (5) Administrative expenses obligated and expended from Cashflow Loan funds cumulatively.

Failure to report will constitute a breach of the Standard Agreement and may result in the suspension of further disbursement and/or the immediate recapture of Cashflow Loan funds.

### F. Recapture

If a Cashflow Loan recipient does not fulfill all terms and conditions of such loan including, but not limited to, using Cashflow Loan funds only to fund rent and utilities assistance distributions to eligible households and associated administrative expenses, then all loan funds expended for ineligible activities are subject to recapture by the Department.

If a Cashflow Loan recipient has funds in excess of the need for allowable assistance payments during the covered period, the unused funds shall be returned to the Department within 45 calendar days of the final eligible payment made with Cashflow Loan funds.

### G. Repayment

It is anticipated that Cashflow Loan recipients may receive future reallocations of federal ERA funds from the U.S. Treasury. If such reallocations exceed the Cashflow Loan recipient's total need for ERA funds to pay eligible households for allowable assistance



## State Rental Assistance Program

during the covered period, and to the extent the Cashflow Loan is determined by the U.S. Treasury to be reimbursable and a permitted use of reallocated federal funds, the Cashflow Loan recipient shall repay the Department the excess amount of reallocated federal funds, up to the total amount of Cashflow Loan received.

Any reallocated federal funds not able to be utilized for Cashflow Loan reimbursement per U.S. Treasury guidance may be used in accordance with U.S. Treasury's award terms and guidance, but if the Cashflow Loan indebtedness is not forgiven pursuant to Paragraph 4 of the promissory note, it shall remain due and payable upon the maturity date as set forth and specified in the promissory note.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER  
21-ERAP-30012

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

County of Alameda

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:

\$34,824,706.00

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.)

County of Alameda

CONTRACTOR BUSINESS ADDRESS

224 W. Winton Avenue, Room 110

CITY

Hayward

STATE

CA

ZIP

94544

PRINTED NAME OF PERSON SIGNING

Sandra Rivera

TITLE

Interim Agency Director, Community  
Development Agency

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



11/9/2022

Approved as to Form:

Donna R. Ziegler, County Counsel

DocuSigned by:

By:


  
Heather Littlejohn Goodman,  
Deputy County Counsel

Reset Form

Print Form

SCOID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-ERAP-30012

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 December 27, 2020, the Consolidated Appropriations Act, 2021 (Pub.L. No. 116-260) (the “**Act**”) was signed into law. Section 501 of Division N of the Act established the federal Emergency Rental Assistance Program (“**ERA1**”), and authorized the direct allocation of emergency rental assistance funds to states, units of local government, tribal communities, and territories. The ERA1 funds are intended to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic.

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 government, territories, and high-need grantees. The ERA2 funds are intended to assist low-income households that have experienced financial hardship during or due to the COVID-19 pandemic, are unable to pay rent and utilities, and are at risk of experiencing homelessness or housing instability.

California Assembly Bill No. 832 (Chapter 27, Statutes of 2021) (“**AB 832**”) provides the legal basis for the State of California’s administration of its share of ERA1 and 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 No. 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. AB 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.

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The Department and the County of Alameda (“**Locality**”) enter into this STD 213, Standard Agreement (“**Agreement**”) under the authority and in furtherance of the State Rental Assistance Program – Round 3.

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

- A. AB 832, as enacted on June 28, 2021, and as such law may be subsequently amended;
- B. SB 115, as enacted on February 9, 2022, and as such law may be subsequently amended;
- C. 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;
- D. The Act, ARPA, and related federal guidance, and as such laws may be subsequently amended; and
- E. All other applicable laws.

## 2. Purpose

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

Locality applied to the U.S. Department of the Treasury (“**Treasury**”) for a reallocation of ERA1 funds (the “**ERA1 Reallocation**”) and will apply or has applied to the Treasury for a reallocation of ERA2 funds (the “**ERA2 Reallocation**”). The ERA1 Reallocation and the ERA2 Reallocation, **and any and all additional tranches thereof**, are also referred to herein, individually and collectively, as the “**ERA Reallocation**”.

Locality plans to administer its ERA Reallocation and acknowledges that the ERA Reallocation is subject to the requirements of the Act, ARPA, and Treasury interpretive guidance, and to all such requirements as may be subsequently amended.

To the extent the ERA Reallocation does not cover the full amount of assistance needed, Locality desires to receive a temporary cashflow loan of funds from the Department, as authorized by SB 115 (this amount, and any and all additional tranches thereof, the Locality’s “**ERAP Loan**”).

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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 ERAP 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 ERAP Loan.

By entering into this Agreement, Locality agrees to utilize its ERA Reallocation and any ERAP Loan proceeds in compliance with the Program Requirements. Locality's failure to comply with this requirement may result in the Department recapture of the ERAP Loan from the Locality, as well as the Locality's forfeiture of any loan forgiveness rights.

By entering into this Agreement, the Locality agrees to utilize its ERAP 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 ERAP 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 the Act and 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 3. 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 ERA Reallocation and ERAP Loan proceeds in accordance with the Program Requirements.

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- 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 ERAP 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 ERAP Loan funds are not used unlawfully or 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 ERAP Loan for housing stability services (e.g., case management) provided that such use complies with the Program Requirements.
- E.** Locality may use up to 15 percent of the ERAP 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 ERA Reallocation and its ERAP Loan, and it shall maintain a clear accounting of same.
- G.** [RESERVED]
- H.** All ERAP 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 ERAP 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 Act. Locality shall, in addition, provide any other information that the Department deems necessary for purposes of the State Rental Assistance Program – Round 3, 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

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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.

### 5. **State Rental Assistance Program – Round 3, 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.

Michelle Starratt, Housing Director  
224 W Winton Ave Room 108  
Hayward, CA 94544  
(510) 670-5939  
[Michelle.starratt@acgov.org](mailto:Michelle.starratt@acgov.org)



## **EXHIBIT B**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. Budget Detail**

Locality has been awarded an ERAP 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 ERAP 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 ERAP 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 ERAP 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 ERAP 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. ERAP 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 ERAP Loan, which amount is set forth in Exhibit E hereof. The Note shall also set forth the amount of interest and the maturity date of the ERAP Loan. The Note shall include detailed procedures for the Locality to request forgiveness of the ERAP Loan, from the Department of Finance, all as authorized and set forth in SB 115.
- b. The Locality must demonstrate that it applied for an ERA1 Reallocation from the Treasury either in November 2021 or January 2022, and it shall only be eligible for

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disbursement of ERAP Loan funds up to said amount, less any ERA Reallocation funds received, which amount shall not exceed the ERAP Loan amount set forth in Exhibit E hereof.

- c. To continue to receive ERAP Loan disbursements, the Locality must apply for an ERA2 Reallocation once those reallocation moneys become available. Locality shall immediately inform the Department upon receiving a reallocation determination from the 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 ERAP 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 ERAP Loan disbursements.
- e. While the amount of funding requested from the Treasury is the maximum amount that may be disbursed under the ERAP Loan, the Locality must spend federal resources, including any ERA Reallocation funds, prior to utilizing any ERAP Loan proceeds.
- f. Up to 40 percent of the approved ERAP Loan amount (the “**Initial Loan Amount**”) 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 ERAP Loan proceeds it then possesses, and prior to any subsequent ERAP Loan draw requests.
- g. Notwithstanding the foregoing, if the Locality is processing a payment (payfile) and assigned state dollars, immediately prior to ERA Reallocation funds being made available, that payfile may proceed. However, the subsequent payfile(s) must expend the federal ERA Reallocation made available until such time no federal funds remain.
- h. Once the Locality has expended 75 percent of its Initial Loan Amount, 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 ERAP Loan (the “**Second Loan Amount**”).
- i. Once the Locality has expended the Initial Loan Amount and 75 percent of the Second Loan Amount, the Locality may request that the Department disburse all remaining amounts of the ERAP Loan.

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- j. Locality shall only use the ERAP Loan proceeds to support eligible applications that were received on or before March 31, 2022, and that request assistance for rent and/or utilities due on or before March 31, 2022. Locality's failure to satisfy any of the requirements of this Agreement or the Note shall subject the Locality to recapture of incorrectly expended funds, as well as forfeiture of all rights to loan forgiveness.

## EXHIBIT D

### **STATE RENTAL ASSISTANCE PROGRAM** **ERAP 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 ERAP 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 ERAP 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 applicable law.

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

#### **3. Cancellation**

- A.** It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

**B.** [RESERVED]

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### 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 if 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 ERAP 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 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 ERAP 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 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.

### 7. **Compliance with State and Federal Law**

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

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### 8. Defense and Indemnification

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

The Department is making an ERAP Loan to Locality in the amount of \$34,824,706.00, 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 ERAP 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.