

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
21-ERAP-10056

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

City of San Jose

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:

\$435,334.66

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	2	
Exhibit C *	State of California General Terms and Conditions	04/2017	
+ -	Exhibit D	State Rental Assistance Program - Round 2 - 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.)

City of San Jose

CONTRACTOR BUSINESS ADDRESS
200 E. Santa Clara Street, 17th floorCITY
San JoseSTATE ZIP
CA 95113PRINTED NAME OF PERSON SIGNING
Jennifer MaguireTITLE
City Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

5/16/22

Reset Form

Print Form

SCOID:

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES

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AGREEMENT NUMBER
21-ERAP-10056

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

5/23/22

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 – Round 2**,” “**SRA2**,” or “**SRA2 Funds**”). 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 SRA2 Funds in accordance with state and federal law.

The Department and the City of San Jose (“**Locality**”) enter into this STD 213, Standard Agreement (“**Agreement**”) under the authority and in furtherance of the State Rental Assistance Program – Round 2.

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. ARPA and related federal guidance, and as such laws may be subsequently amended; and
- C. All other applicable law.

2. Purpose

The State Rental Assistance Program – Round 2 is an extension of the ERA2, and, as such, it is intended to provide Rental Assistance (as defined below) to eligible households.

EXHIBIT A

Pursuant to Section 3201 of Subtitle B of Title III of ARPA, the U.S. Department of the Treasury (“**Treasury**”) will allocate ERA2 funds to Locality (this allocation, and any and all additional tranches thereof, the Locality’s “**ERA2 Allocation**”).

Pursuant to Health and Safety Code section 50897.2.1, subdivision (a)(3), the Department will apportion a share of the SRA2 Funds to Locality (this amount, and any and all additional tranches thereof, the Locality’s “**Proportionate SRA2 Share**”).

Locality intends and agrees that the Department will **(1)** receive and administer the Locality’s ERA2 Allocation for and on behalf of Locality; and **(2)** administer the Locality’s Proportionate SRA2 Share. Locality’s ERA2 Allocation and Proportionate SRA2 Share are hereinafter collectively referred to as the “**Total Round 2 Funds**.”

The Department will administer Locality’s Total Round 2 Funds pursuant to Health and Safety Code section 50897.3.1, subdivision (b)(3).

Furthermore, in accordance with Section 3201(d)(1)(C) of ARPA, the Department will use ERA2 funds to provide Locality with a grant, which Locality shall expend on Supplemental Administrative Costs. The amount of this grant is specified at Exhibit E of this Agreement, along with any special terms and conditions related thereto.

By entering into this Agreement, the Locality agrees to comply with the Program Requirements and the terms and conditions of this Agreement.

3. **Definitions**

Any terms that are not defined below 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 and, where indicated by context, the Program Implementer that is providing support to the Department as authorized by Health and Safety Code section 50897.3.1, subdivision (a).
- 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

EXHIBIT A

portion of this Agreement. Furthermore, all obligations applicable to the Contractor as set forth in Exhibit C hereof shall apply to Locality.

- C. **“Program Implementer”** means the vendor, or combination of vendors, that is managing and funding services, and distributing Rental Assistance, on the Department’s behalf pursuant to a Department-approved contract, as authorized by Health and Safety Code section 50897.3.1, subdivision (a).
- D. **“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.
- E. **“Supplemental Administrative Costs”** means costs incurred by the Locality, beginning on March 11, 2021, to support and benefit the State Rental Assistance Program – Round 2. Such costs shall not exceed 3 percent of the Locality’s ERA2 Allocation unless otherwise specified at Exhibit E of this Agreement. Eligible costs include, but are not limited to, marketing; outreach; and acquisition and/or subscription costs for technology equipment and/or services to support required reporting and activity tracking.

4. Scope of Work

- A. **Locality’s Requirements.** Locality shall provide the Department with documentation of any Rental Assistance it has already distributed pursuant to ARPA or other federal coronavirus relief. Such documentation shall be submitted as specified at Exhibit B of this Agreement.

Where the Locality maintains a rental housing registry, or substantially equivalent record, the Locality shall provide the Department with a current and complete copy of that registry or substantially equivalent record as specified at Exhibit B of this Agreement.

Locality shall, to the greatest extent practicable, support the Department’s processes to prevent fraud and duplication of benefits. Locality shall immediately notify the Department, in writing, upon its discovery of actual or apparent fraud or duplication of benefits in the distribution of the Locality’s Total Round 2 Funds.

Locality shall support the Department’s State Rental Assistance Program – Round 2 and shall expend its grant on Supplemental Administrative Costs as specified by this

EXHIBIT A

Agreement. Locality shall provide the Department with monthly accountings of its grant expenditures in form and substance satisfactory to the Department.

Locality shall provide to the Department any information that the Department reasonably deems necessary for purposes of administering the State Rental Assistance Program – Round 2.

Locality shall comply with all Program Requirements.

B. Department's Administration of the Locality's ERA2 Allocation. The Department shall administer the Locality's ERA2 Allocation in accordance with ARPA, all related federal guidance, and all amendments thereto.

The Department shall distribute the Locality's ERA2 Allocation equitably and consistent with demonstrated need within the Locality. The Department shall be responsible for compliance with all applicable management, implementation, data privacy and security, and reporting requirements established under federal law for the ERA2.

The Department shall track its expenditures of the Locality's ERA2 Allocation and maintain a clear accounting of same.

If and as required under AB 832, the Department shall submit monthly reports to the Joint Legislative Budget Committee regarding its administration of the Locality's ERA2 Allocation.

In accordance with Government Code section 8546.4, subdivision (d), the Department shall be responsible for arranging for federally required financial and compliance audits, and for making all required state notifications.

C. Department's Administration of the Locality's Proportionate SRA2 Share. The Department shall administer the Locality's Proportionate SRA2 Share in accordance with AB 832, ARPA, all related state and federal guidelines and guidance, and all amendments thereto.

The Department shall track its expenditures of the Locality's Proportionate SRA2 Share and maintain a clear accounting of same.

5. State Rental Assistance Program – Round 2, Contract Management

A. Department's Contract Manager. The Department's Contract Manager 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

EXHIBIT A

Agreement by First-Class Mail, or through a commercial courier, to the Department's Contract Manager at the mailing address specified below. All other communication regarding this Agreement shall be directed to the Department's Contract Manager as appropriate.

State Rental Assistance Program – Round 2
Attention: Contract Manager
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

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

Ragan Henninger, Deputy Director
200 E. Santa Clara Street San Jose, CA 95113
(408) 535-3854
ragan.henninger@sanjoseca.gov

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Locality has been apportioned an ERA2 Allocation and a Proportionate SRA2 Share in the amounts specified at Exhibit E of this Agreement. These amounts will be increased to the extent the Department receives additional tranches of ERA2 funds from Treasury to be administered for and on behalf of Locality. The Department and Locality shall amend this Agreement, as appropriate, to reflect any increase in the ERA2 Allocation, the Proportionate SRA2 Share, or the Total Round 2 Funds.

Furthermore, the Department is disbursing a grant to the Locality, which shall be expended on Supplemental Administrative Costs in support of the State Rental Assistance Program – Round 2. The amount of this grant is specified at Exhibit E of this Agreement, along with any special terms and conditions related thereto. This grant amount will be increased to the extent the Department receives additional tranches of ERA2 funds from Treasury to be administered for and on behalf of Locality. The Department and Locality shall amend this Agreement, as appropriate, to reflect any additional disbursement of grant funds for Supplemental Administrative Costs.

2. Conditions of Performance

The Department will make all disbursements contemplated under this Agreement after this Agreement has been fully executed, and after the Department receives the following instruments and documents from the Locality, all in form and substance acceptable to the Department:

- A.** An authorizing resolution that, in the Department's reasonable determination, materially comports with the Program Requirements.
- B.** Documentary evidence that the Locality has formally advised Treasury of its intent or instructions to have the Department administer its ERA2 Allocation for Locality and on its behalf. Such documentary evidence shall be submitted in a form that is reasonably satisfactory to the Department.
- C.** Documentation of any Rental Assistance that Locality has already distributed pursuant to ARPA or other federal coronavirus relief. Such documentation shall be submitted in a form that is reasonably satisfactory to the Department.
- D.** A current and complete copy of any rental housing registry maintained by the Locality, or a current and complete copy of a substantially equivalent record.

EXHIBIT B

3. Accounting of Unexpended Funds

The Department shall provide the Locality with a written accounting of any Total Round 2 Funds that are not obligated by **March 31, 2022**. The form and substance of this written accounting shall be determined by the Department in its reasonable discretion.

EXHIBIT D

STATE RENTAL ASSISTANCE PROGRAM – Round 2
GENERAL TERMS AND CONDITIONS

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

- 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**”).

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 grant money plus 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.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government for fiscal years 2021-2022 through 2025-2026 for the purpose of emergency rental assistance. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

EXHIBIT D

- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the ERA2, this Agreement shall be amended to reflect any reduction in funds.
- D. The Department has the option to invalidate the Agreement under this cancellation clause or to amend the Agreement to reflect any reduction in funds.
- E. The Department may cancel this Agreement, in whole or in part, if **(i)** sufficient funds are not made available by the United States Government; **(ii)** Congress enacts any restrictions, limitations, or conditions that impact this Agreement or the funding of this Agreement; or **(iii)** cancellation is otherwise permitted under state contracting law.
- F. To cancel this Agreement pursuant to this paragraph, the Department shall give thirty (30) calendar days' advance written notice to the Locality. The Department shall return any undisbursed funds, and Locality shall return any unexpended grant money, to the Treasury within fourteen (14) calendar days from the date on the Department's written notice of termination, unless **(i)** the parties have agreed upon an alternate arrangement in advance and in writing; or **(ii)** an alternate arrangement is necessary for one or both parties to remain in compliance with the 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. The Department shall return any undisbursed funds, and Locality shall return any unexpended grant money, to the Treasury within fourteen (14) calendar days from the date on the Department's written notice of termination, unless **(i)** the parties have agreed upon an alternate arrangement in advance and in writing; or **(ii)** an alternate arrangement is necessary for one or both parties to remain in compliance with the 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.

EXHIBIT D

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. 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, and guidance in their performance under this Agreement.

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. Locality's ERA2 Allocation and Proportionate SRA2 Share

Treasury has allocated ERA2 funds to Locality in the amount of \$36,277,888.40. This amount is subject to increase if Treasury makes additional tranches of ERA2 funds available.

The Department has apportioned a share of SRA2 Funds to Locality in the amount of \$28,932,987.46. This amount is subject to increase if Treasury makes additional tranches of ERA2 funds available.

2. Grant for Supplemental Administrative Costs

The Department is disbursing a grant to Locality, in the amount of \$435,334.66, which Locality shall expend on Supplemental Administrative Costs. This amount is subject to increase if Treasury makes additional tranches of ERA2 funds available.

- 3.** 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 recipients of federal financial assistance from excluding from a program or activity, 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.
- 4.** 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.

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: New Contract

Type of Contract: Grant Applications/Agreements

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667658-000

Contractor: The California Department of Housing and Community Development

Address: 2020 West El Camino Avenue

Phone: N/A

Email: erap@hcd.ca.gov

Contract Description: State Rental Assistance Program – Round 2 allocation, is intended to provide Rental Assistance to eligible households.

Term Start Date: Effective Date signed Term End Date: after five years Extension: No

Method of Procurement: N/A RFB, RFP or RFQ No.: N/A Date Conducted: N/A

Agenda Date (if applicable): 10/5/21

Agenda Item No.: 8.3

Resolution No.: 80250

Ordinance No.: 30680

Original Contract Amount: \$435,334.66

Amount of Increase/Decrease: N/A

Option #: ___ of ___ Option Amount: N/A

NTE/Updated Contract Amount: N/A

Fund/Appropriation: 406-Emergency Rental Assistance

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: Yes

Tax Certificate No.: 68-0303547

Expiration Date: N/A

Department: Housing (56)

Department Contact: Ragan Henninger

Customer (Finance Only): _____

Notes: Department contact is Ragan Henninger, Deputy Director
ragan.henninger@sanjoseca.gov

Department Director Signature: _____

Jacky Morales-Ferrand

Email: jacky.morales-ferrand@sanjoseca.gov

Date

Office of the City Manager Signature: _____

Date