

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



ITEM: 3.24
(ID # 12633)

MEETING DATE:

Tuesday, June 02, 2020

FROM: ECONOMIC DEVELOPMENT:

SUBJECT: ECONOMIC DEVELOPMENT (ED): Authorize creation of the COVID-19 Small Business Assistance Grant Program in the total amount of \$46,575,000; Approve the Subrecipient Agreement with Main Street Launch for the COVID-19 Small Business Assistance Grant Program without seeking competitive bids through January 31, 2021; All Districts, [\$46,575,000] 100% United States Department of Treasury CARES Act funds; CEQA Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt under the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15301;
2. Authorize the creation of the County of Riverside COVID-19 Small Business Assistance Grant Program (Grant Program) to assist small businesses in the County of Riverside to respond and recover from COVID-19 related economic impacts to be administered by the Riverside County Business and Community Services department, providing funding for eligible small businesses within the county in amounts up to \$10,000;

ACTION: Policy


Suzanne Holland, Director of EDA 5/26/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended with the application deadline extended to June 19, 2020.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 2, 2020
xc: EDA, Auditor

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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3. Approve the attached Subrecipient Agreement for COVID-19 Small Business Assistance Grant Program with Main Street Launch for grant services on behalf of the Grant Program without seeking competitive bids in an amount not to exceed \$46,575,000 through January 31, 2021, derived from United States Department of Treasury's Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Coronavirus Relief Fund, and authorize the Chairman of the Board to sign the Subrecipient Agreement on behalf of the County;

4. Authorize the Director of the Business and Community Services department (formerly known as the Economic Development Agency), or designee, to take any and all necessary steps to implement and administer the Grant Program and the Subrecipient Agreement with Main Street Launch, including, signing subsequent, necessary and related documents to complete this transaction, including but not limited to individual COVID-19 Small Business Assistance Grant Agreements, substantially conforming in form and substance to the template attached as Exhibit D to the Subrecipient Agreement, with small businesses and Main Street Launch, subject to approval as to form by County Counsel; and;

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 46,575,000	\$ 0	\$ 46,575,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: United States Department of Treasury's CARES Act funds 100%			Budget Adjustment: Yes	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

On May 19, 2020, the Board of Supervisors (Board) of the County of Riverside (County) accepted the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding from the United States Department of Treasury in the amount of \$431,091,226 and established a budget to be administered through the Executive Office for COVID-19 expenses related to county-wide response and preparation activities. In that budget, the Board authorized the allocation of \$50,000,000 to the Riverside County Business and Community Services (RCBCS) department to be used to assist for-profit small businesses affected by interruptions due to the pandemic. While this program will assist for-profit businesses in Riverside County, non-profit small businesses (NPOs) will be able to access a similar assistance grant program being developed by the Housing, Homeless Prevention and Workforce Solutions department. NPOs are a critical

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part of the economy and crucial in supporting the different populations affected by COVID-19 in Riverside County. This program is expected to be back to the Board of Supervisors for approval on June 9, 2020.

Riverside County Business and Community Services is proposing to implement the Riverside County COVID-19 Small Business Assistance Grant Program (Grant Program) with the goal to assist small businesses in order to promote business sustainability, job retention, and the overall economic preservation of local businesses throughout the county. Small businesses with fifty employees or less comprise approximately 96% of the total number of businesses in the County of Riverside and are therefore critical to the county's economy. The Grant Program will provide grants up to a maximum of \$10,000 per business to assist with economic impacts from COVID-19.

The Grant Program funds must be used for employee salary and other business capital and operating expenses and safe reopening protocols directly related to the immediate impacts of COVID-19 and for no other use. The Grant Program will be open to existing small businesses with at least one year of operating history with less than 50 employees. In addition, they must not have received funding from other federal programs such as Economic Injury Disaster Loan Program or the Paycheck Protection Plan administered by the Small Business Administration as well as any other federal government program pursuant to the CARES Act. The application process will begin with interested businesses accessing an online application through the www.rivcobizhelp.org website. Businesses will need to complete a grant application and provide documentation to ensure they are an active business operating in Riverside County. Prior to funding, the business will need to provide a Safe Reopening Plan to implement policies and practices that will help protect employees and customers. Additionally, an agreement will also be executed by and between the business, the County, and a private sector partner that will provide grant administration and operations services for the Grant Program. The agreement will stipulate the terms and conditions of the funding.

RCBCS will partner with Main Street Launch (MSL), a nonprofit, public benefit corporation and Community Development Financial Institution (CDFI) with 41 years of experience assisting and supporting small business owners. MSL and the County will jointly market the program to ensure all areas of Riverside County are made aware of the grant program. MSL has extensive experience managing loan and grant programs and is currently assisting several municipalities with revolving, microloan and loan guarantee programs. MSL will collect applications and documents required through an online application portal, process grant requests, and recommend grant approval or denial based on submittal requirements as outlined in the Grant Program. MSL will service grant over the term of the grant period. MSL's processing costs for the grant services will be funded with COVID-19 funds so that businesses have no out of pocket expenses and there is no net county cost. MSL will report on grants to the County of Riverside pursuant to program requirements. MSL fees for services to be provided will be 3.5% of deployed capital under the Grant Program. RCBCS is recommending that \$46,575,000 be

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allocated to establishing a small business grant program. \$45 million will be allocated to direct business assistance and the balance of \$1,575,000 for administrative fees for MSL.

Pursuant to the California Environmental Quality Act (CEQA), the proposed Grant Program and Subrecipient Agreement were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" exemption, and Section 15301 Class 1- Existing Facilities exemption. The project includes implementing a grant program and granting of funds for use as employee salary and other business capital and operating expenses and safe reopening protocols (Project). The Project will have mostly financial impacts. The grant program and the use of grant funds are strictly for employee salary and other business capital and operating expenses and safe reopening protocols that will not alter the existing facility and is categorically exempt from CEQA under CEQA Guidelines 15301, Class 1 – Existing Facilities, since the Project does not include any change of existing facilities and no expansion of an existing use will occur. In addition, it can be seen with certainty that there is no possibility that the activity in question will have a significant impact on the environment since the Project is implementing a grant program and the granting of funds that will not require any construction activities and will not lead to any direct or reasonably foreseeable indirect physical environmental impacts since the existing use will be maintained. A Notice of Exemption will be filed by RCBCS staff with the County Clerk upon approval of the Grant Program.

RCBCS recommends that the Board approve the Riverside County COVID-19 Small Business Assistance Grant Program, the attached Subrecipient Agreement including all exhibits with Main Street Launch and authorize the Director of Business and Community Services, or designee to administer the Grant Program, Subrecipient Agreement and sign any subsequent necessary and related documents to complete this transaction, including but not limited to individual COVID-19 Small Business Assistance Grant Agreements, substantially conforming in form and substance to the template attached as an exhibit to the Subrecipient Agreement, subject to approval as to form by County Counsel.

Impact on Residents and Businesses

The proposed Grant Program will assist small businesses in the County that were not able to receive funding from other COVID-19 federal programs. It will allow them to access funds for business capital and operating expenses and safe reopening protocols directly related to the immediate impacts of COVID-19. This will benefit the community and will increase taxable revenue generated by these businesses as they reopen or expand their operations.

Additional Fiscal Information

The proposed Grant Program and the attached Subrecipient Agreement will be funded entirely by CARES Act funding from United States Department of Treasury funds and will not impact the County's General Fund.

Attachments

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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- Main Street Launch Grant Subrecipient Agreement
- Project Budget
- Scope of Services
- Riverside County COVID-19 Small Business Assistance Grant Program Framework
- Riverside County COVID-19 Small Business Assistance Grant Agreement
- Budget Adjustment

SCHEDULE A
Business and Community Services
Budget Adjustment
Fiscal Year 2019/2020

Increase in Appropriations:

21100-1901000000-527980	Contracts	\$46,575,000
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Increase in Estimated Revenues:

21100-1901000000-763510	Fed-CARES Act	\$46,575,000
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SUBRECIPIENT AGREEMENT

for

COVID-19 SMALL BUSINESS ASSISTANCE GRANT PROGRAM

between

COUNTY OF RIVERSIDE

and

MAIN STREET LAUNCH



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Exhibit D- Small Business Assistance Grant Agreement

This Subrecipient Agreement (“Sub-agreement”) is made and entered into this ____ day of _____, 2020, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, through its Business and Community Services Department (herein referred to as "COUNTY" or “GRANTEE”), and Main Street Launch, a California nonprofit public benefit corporation (herein referred to as "SUBRECIPIENT"), to address the coronavirus disease 2019 (“COVID-19”) pandemic emergency through the COUNTY’s COVID-19 Small Business Assistance Grant Program (“COVID-19 SBA Grant Program”). COUNTY and SUBRECIPIENT are collectively referred to herein as the “Parties” and individually as a “Party.” The Parties agree as follows:

1. Description of Services

1.1 SUBRECIPIENT shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the fees stated in Exhibit B, Budget, both attached hereto and incorporated herein.

1.2 SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Sub-agreement and the COUNTY relies upon this representation. SUBRECIPIENT shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 SUBRECIPIENT affirms this it is fully apprised of all of the work to be performed under this Sub-agreement; and the SUBRECIPIENT agrees it can properly perform this work at the fees stated in Exhibit B. SUBRECIPIENT is not to perform services or provide products outside of the Sub-agreement.

1.4 Acceptance by the COUNTY of the SUBRECIPIENT’s performance under this Sub-agreement does not operate as a release of SUBRECIPIENT’s responsibility for full compliance with the terms of this Sub-agreement.

1.5 The description of services hereunder may be amended as needed pursuant to Section 23.14 of this Sub-agreement.

2. Period of Performance

2.1 This Sub-agreement shall be effective upon signature by both Parties and continues in effect through January 31, 2021, unless terminated earlier or otherwise modified. SUBRECIPIENT shall commence performance upon signature of this Sub-agreement by both Parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

2.2 Time shall be of the essence as to all aspects of the SUBRECIPIENT’s performance under this Sub-agreement.

3. Budget

3.1 The total estimated capital budget for full performance under this Sub-agreement is **Forty-Six Million, Five Hundred Seventy-Five Thousand dollars (\$46,575,000)** derived from United States Department of Treasury's Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Coronavirus Relief Fund ("Fund") for services provided and eligible grants to small businesses in Riverside County. The capital budget may be amended as needed pursuant to Section 23.14 of this Sub-agreement. Disbursement of the CARES Act funds shall be in accordance with the disbursement milestones of Exhibit B and the below allocated amounts:

- (a) Subrecipient Fees. SUBRECIPIENT compensation shall be three and a half percent (3.5%) of closed grants for services performed for an amount not to exceed One Million, Five Hundred Seventy-Five Thousand dollars (\$1,575,000). SUBRECIPIENT shall submit invoices for payment of fees after services are performed. COUNTY will disburse a one-time upfront payment of One Hundred Thousand dollars (\$100,000) in advanced fees upon execution of Sub-agreement by both Parties and receipt of invoice from SUBRECIPIENT.
- (b) Small Business Grants. SUBRECIPIENT will be disbursed funds up to an amount not to exceed Forty-Five Million dollars (\$45,000,000) to be used solely for grants to eligible Riverside County small businesses in accordance with the COVID-19 Small Business Assistance Grant Program Framework, attached hereto as Exhibit C. The COUNTY will disburse twenty-five percent (25%) of small business grant funds in the amount of Eleven Million, Two Hundred Fifty Thousand dollars (\$11,250,000) upon execution of Sub-agreement by both Parties. The remaining seventy-five percent (75%) balance of small business grant funds, in the amount of Thirty-Three Million, Seven Hundred Fifty dollars (\$33,750,000), will be disbursed in twenty-five percent (25%) increments based on reaching the milestones of expending seventy-five percent (75%) of the previous disbursement, until all small business grant funds have been completely disbursed.

3.2 SUBRECIPIENT shall hold all grant funds disbursed under this Agreement in a segregated account, and any interest, dividends, income, capital gains, and other amounts earned or derived therefrom, shall be used solely for small business grants under this Agreement. These funds are to be held by

SUBRECIPIENT on behalf of COUNTY and all funds shall be expended by December 30, 2020. Any unused funds not expended as small business grants shall be returned to COUNTY as soon as administratively practicable, but in any event no later than January 11, 2020.

3.3 SUBRECIPIENT shall provide COUNTY an operating budget with fee schedule, grant volume, milestones, recurring expenses, and one-time costs, which shall be attached hereto and incorporated herein as Exhibit B (Budget).

3.4 COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Sub-agreement.

3.5 COUNTY obligation under this Sub-agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing; and this Sub-agreement shall be deemed terminated and have no further force and effect.

4. Grant Program Requirements

4.1 SUBRECIPIENT acknowledges that the source of funding for the COVID-19 Small Business Assistance Grant Program is the Federal CARES Act Fund, and that payments from the Fund are only to be used to make necessary expenditures incurred due to the public health emergency with respect to COVID-19.

4.2 SUBRECIPIENT acknowledges that CARES Act Fund provisions allow the use of funds for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency such as expenditures related to the provision of grants to small businesses from local government to reimburse the costs of business interruption caused by required closures, and will not use these funds for any other uses.

4.3 SUBRECIPIENT shall follow the COUNTY's COVID-19 Small Business Assistance Grant Program Framework, as set forth in Exhibit C, for process and determination of eligibility for small businesses for grants not to exceed \$10,000.

4.4 SUBRECIPIENT shall utilize the COUNTY's template COVID-19 Small Business Assistance Grant Agreement, as set forth in Exhibit D, when issuing grants to small businesses under this Agreement.

4.5 CARES Act funds authorized by COUNTY to SUBRECIPIENT will be deposited, in a lump sum, into a segregated account established by the SUBRECIPIENT, as set forth in Section 3 above.

4.6 The Project Director or Authorized Organizational Representative (“AOR”) for SUBRECIPIENT shall be Jacob Singer. The Project Director is considered essential to the work performed under this Sub-agreement. SUBRECIPIENT shall notify COUNTY within fifteen (15) calendar days if the AOR has left or will leave their employment with SUBRECIPIENT or has otherwise become incapable of performing under this Sub-agreement. With notice of a change of AOR, the Parties may exercise the option to continue this Sub-agreement unchanged, with SUBRECIPIENT providing COUNTY with an acceptable operational plan including a new AOR. Alternatively, the Parties may agree to terminate this Sub-agreement subject to the terms outlined under Section 5 of this Sub-agreement.

5. Suspension or Termination

5.1 COUNTY may terminate this Sub-agreement without cause upon thirty (30) days written notice served upon the SUBRECIPIENT stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, suspend or terminate this Sub-agreement for cause for SUBRECIPIENT’s default, if SUBRECIPIENT refuses or fails to comply with the terms of this Sub-agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time, and which are made known to SUBRECIPIENT; and
- (b) Failure, without correction, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Sub-agreement, including its reporting requirements to the COUNTY; and
- (c) Ineffective or improper use of funds provided under this Sub-agreement; or
- (d) Failure to make progress that may endanger performance and SUBRECIPIENT does not immediately cure such failure.

5.3 If the Sub-agreement is terminated because of a non-performance under Section 5.2 by the SUBRECIPIENT, the COUNTY shall be responsible for expenses incurred by the SUBRECIPIENT in relation to the award, but only up to the date that the SUBRECIPIENT receives the notice of the breach. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.4 COUNTY may terminate this Sub-agreement in the event COUNTY receives a notice of termination from the Federal Government. Upon such notification, SUBRECIPIENT shall proceed in an orderly fashion to limit or terminate any outstanding commitments. The SUBRECIPIENT will provide the COUNTY with a closeout proposal for any reasonable and reimbursable termination costs, a final financial report and/or progress report within sixty (60) days of the notice of termination.

5.5 After receipt of the notice of termination, SUBRECIPIENT shall:

- (a) Stop all work under this Sub-agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Sub-agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.6 After termination, SUBRECIPIENT shall:

- (a) Provide COUNTY with a repayment schedule for all uncommitted cash, outstanding grants net of the SUBRECIPIENT's fees. SUBRECIPIENT may, at its own discretion, refinance these outstanding grant commitments with other available funds at its disposal as a means to accelerate payment to COUNTY.
- (b) Submit a final Report no later than forty-five (45) days after closeout of this Sub-agreement.
- (c) Receive payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Sub-agreement, unless otherwise provided for herein.

5.7 SUBRECIPIENT's rights under this Sub-agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Sub-agreement by SUBRECIPIENT; or in the event of SUBRECIPIENT's unwillingness or inability for any reason whatsoever to perform the terms of this Sub-agreement. In such event, SUBRECIPIENT shall not be entitled to any further compensation under this Sub-agreement.

5.8 Closeout expenses upon termination may include accounting, legal, clerical, and similar costs reasonably necessary to terminate SUBRECIPIENT activities under this Sub-agreement, the termination and settlement of any subcontracts, reasonable costs for storage, transportation, protection of any property or records related to this Sub-agreement, and any management costs such as salaries and wages and any normal indirect costs limited to payroll taxes, fringe benefits, occupancy costs, and other reasonable overhead costs.

5.9 This Sub-agreement is federally or State funded, and as such, SUBRECIPIENT cannot be debarred from the System for Award Management (SAM). SUBRECIPIENT must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central SUBRECIPIENT Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.10 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Sub-agreement.

6. Ownership/Use of Materials

The SUBRECIPIENT agrees that all materials, reports or products in any form, including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated pursuant to this Sub-agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. SUBRECIPIENT agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Subrecipient

7.1 The SUBRECIPIENT covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Sub-agreement. The SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Sub-agreement. The SUBRECIPIENT agrees to inform the COUNTY of all the SUBRECIPIENT's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the SUBRECIPIENT is doing business or proposing to do business, in accomplishing the work under this Sub-agreement.

7.3 The SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Performance Monitoring

8.1 SUBRECIPIENT shall submit program performance monthly reports and a final report to COUNTY, with the information and in the format acceptable to COUNTY. The final report is due by January 31, 2021.

8.2 COUNTY will evaluate SUBRECIPIENT's management and operation of the COVID-19 SBA Grant Program on factors, including but not limited to grant volume, expended funds, management, reporting and strategic results.

8.3 SUBRECIPIENT will generally be allowed sixty (60) days to submit Deliverables, or to increase its performance. However, persistent noncompliance will result in COUNTY seeking appropriate remedies for noncompliance.

8.4 COUNTY will review the audit of the SUBRECIPIENT to ensure that grant funds are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements under this Agreement, including Section 12.1 below.

8.5 If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period after being notified by COUNTY, suspension or termination procedures may be initiated by COUNTY according to Section 5 of this Sub-agreement.

8.6 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Sub-agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The SUBRECIPIENT shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the SUBRECIPIENT's conformity with the terms of this Sub-agreement. If any services performed by SUBRECIPIENT are not in conformance with the terms of this Sub-agreement, the COUNTY shall have the right to require the SUBRECIPIENT to perform the services in conformance with the terms of the Sub-agreement at no additional cost. The COUNTY may also terminate this Sub-agreement for default and charge to SUBRECIPIENT any costs incurred by the COUNTY because of the SUBRECIPIENT's failure to perform.

8.7 SUBRECIPIENT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Sub-agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate SUBRECIPIENT's performance under this Sub-agreement at any time, upon reasonable notice to the SUBRECIPIENT.

9. Independent Contractor/Employment Eligibility

9.1 The SUBRECIPIENT is, for purposes relating to this Sub-agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Sub-agreement. Nothing in the Sub-agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Sub-agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 SUBRECIPIENT warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of noncitizens and others and to ensure that employees performing work under this Sub-agreement (“Covered Individuals”) meet the citizenship or other immigration status requirement set forth in federal statutes and regulations. SUBRECIPIENT shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status lawfully required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. SUBRECIPIENT shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 SUBRECIPIENT shall screen prospective Covered Individuals prior to hire or engagement. SUBRECIPIENT shall not hire or engage any Ineligible Person to provide services directly relative to this Sub-agreement. SUBRECIPIENT shall screen all current Covered Individuals within thirty (30) days of execution of this Sub-agreement to ensure that they have not become Ineligible Persons unless SUBRECIPIENT has performed such screening on same Covered Individuals under a separate Sub-agreement

with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to SUBRECIPIENT immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. SUBRECIPIENT shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Sub-agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 SUBRECIPIENT acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If SUBRECIPIENT becomes aware that a Covered Individual has become an Ineligible Person, SUBRECIPIENT shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Sub-agreement.

9.6 SUBRECIPIENT shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Sub-agreement.

10. Subcontract for Work or Services

No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Sub-agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the SUBRECIPIENT and personnel assigned under this Sub-agreement, or for parties named in the proposal and agreed to under this Sub-agreement.

11. Disputes

11.1 The Parties shall attempt to resolve any disputes amicably at the working level through informal means. If that is not successful, the dispute shall be referred to the senior management of the Parties. Any dispute relating to this Sub-agreement, which is not resolved by the Parties, shall be decided by the COUNTY's Director of Business and Community Services Department who shall furnish the decision in writing. The decision of the COUNTY's Director of Business and Community Services Department shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The SUBRECIPIENT shall proceed diligently with the performance of this Sub-agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Sub-agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall equally share the cost of the mediations.

12. Funding Requirements

12.1 General Compliance. SUBRECIPIENT agrees to comply with:

- (a) Riverside County's COVID-19 Small Business Assistance Grant Program Framework, (Exhibit C);
- (b) Budget (Exhibit B);
- (c) Executing Riverside County's COVID-19 Small Business Assistance Grant Program Agreement prior to funding individual grants and amendments thereto (Exhibit D);
- (d) Registration with SAM; and
- (e) All other applicable Federal, state and local laws, regulations, and policies, governing the funds provided under this Sub-agreement.

12.2 Insurance and Bonding. Evidence of Fidelity bond coverage for persons authorized to handle funds under the Sub-agreement in an amount sufficient to protect the interests of the Federal Government and the COUNTY's COVID-19 Small Business Assistance Grant Program shall be provided to the COUNTY on an annual basis. At a minimum, the amount of coverage shall be the greater of the maximum grant amount allowed by the Sub-agreement or 25% of the SUBRECIPIENT portfolio grant base. Such insurance coverage must exist always during the duration of the Sub-agreement.

13. Administrative Requirements

13.1 Accounting Standards. SUBRECIPIENT agrees to comply with and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

13.2 Cost Principles. SUBRECIPIENT will administer its program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or 2 CFR part 200, as applicable.

13.3 Access to Records and Retention. SUBRECIPIENT shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Sub-agreement and such books, documents and records as are necessary to certify the nature and extent of the SUBRECIPIENT's costs related to this Sub-agreement. All such books, documents, and records pertinent to work undertaken under this Sub-agreement shall be retained by the SUBRECIPIENT for at least six (6) years following termination of this

Sub-agreement and or after final audit of the COUNTY's COVID-19 Small Business Assistance Grant Program, whichever is later, unless a longer period is required to resolve audit findings or litigation. In such cases, the COUNTY will request a longer period of record retention. SUBRECIPIENT shall provide to the COUNTY reports and information related to this Sub-agreement as requested by COUNTY.

13.4 Audits and Inspections. All SUBRECIPIENT records with respect to any matters covered by this Sub-agreement will be made available to the COUNTY and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. SUBRECIPIENT hereby agrees:

- (a) Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Sub-agreement and may result in suspension or termination; and
- (b) To have an annual audit conducted in accordance with current COUNTY's policy concerning SUBRECIPIENT audits and OMB Circular A-133 or 2 CFR part 200, as applicable.

13.5 Use and Reversion of Assets. SUBRECIPIENT will transfer to the COUNTY any Grant funds, net of the SUBRECIPIENT fees, on hand and any accounts receivable attributable to the use of funds under this Sub-agreement at the time of cancellation, or termination.

13.6 Conduct. No Party has the authority to bind any other Party in contract or to incur any debts or obligations on behalf of any other Party, and no Party (including any employee or other representative of a Party with responsibility for program matters) shall take any action that attempts or purports to bind any other Party in contract or to incur any debts or obligations on behalf of any other Party, without the affected Party's prior written approval.

13.7 Conflict of Interest. SUBRECIPIENT hereby agrees:

- (a) That no member of the SUBRECIPIENT's governing body who exercises any functions or responsibilities in connection with the planning or carrying out of the COUNTY's COVID-19 Small Business Assistance Grant Program, will have any personal financial interest, direct or indirect, in this agreement; and the SUBRECIPIENT will take appropriate steps to assure compliance; and
- (b) To maintain a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the activities funded by this award.

14. Use By Other Political Entities

The SUBRECIPIENT agrees to extend the same pricing, terms, and conditions as stated in this Sub-agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the SUBRECIPIENT; and COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.

15. Non-Discrimination

SUBRECIPIENT shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Sub-agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

16. Confidentiality

16.1 The SUBRECIPIENT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Sub-agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of subrecipients, subcontractors or suppliers in advance of official announcement.

16.2 The SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Sub-agreement, except for general statistical information not identifying any person. The SUBRECIPIENT shall not use such information for any purpose other than carrying out the SUBRECIPIENT's obligations under this Sub-agreement. The SUBRECIPIENT shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The SUBRECIPIENT shall not disclose, except as otherwise specifically permitted by this Sub-agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying

number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Liaison

17.1 The Board of Supervisors or the Director of Business and Community Services Department, or their designee(s), are the only authorized COUNTY representatives who may at any time, by written order, alter this Sub-agreement. The Director of Business and Community Services Department, or designee, shall administer this Sub-agreement on behalf of the COUNTY.

17.2 Both Parties shall identify an individual to serve as the liaison with the other Party in connection with this Sub-agreement.

18. Notices

All correspondence and notices required or contemplated by this Sub-agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Business and Community Services
3403 10th Street, Suite 400
Riverside, CA 92501
Attn: Suzanne Holland, Director

SUBRECIPIENT

Main Street Launch
2101 Webster Street, Suite 1200
Oakland, CA 94612
Attn: Jacob Singer, President & CEO

19. Force Majeure

If either Party is unable to comply with any provision of this Sub-agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent SUBRECIPIENT(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Sub-agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to timely submit the data and/or certificates required may result in the contract being awarded to another SUBRECIPIENT. In the event a contract has been issued, failure of the SUBRECIPIENT to comply with all federal and state reporting

requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Sub-agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Sub-agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

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

21.4 The specified insurance limits required in this Sub-agreement shall in no way limit or circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the SUBRECIPIENT'S obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Sub-agreement. As respects to the

insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

22.2 Workers' Compensation:

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

22.3 Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Sub-agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Sub-agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Sub-agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 Professional Liability:

SUBRECIPIENT shall maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's performance of work included within this Sub-agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SUBRECIPIENT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Sub-agreement and SUBRECIPIENT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Sub-agreement;

or 3) demonstrate through Certificates of Insurance that SUBRECIPIENT has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

22.6 General Insurance Provisions - All lines:

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

b) The SUBRECIPIENT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Sub-agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, SUBRECIPIENT's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Sub-agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. SUBRECIPIENT shall give thirty (30) days written notice to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Sub-agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

d) It is understood and agreed to by the parties hereto that the SUBRECIPIENT's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) If, during the term of this Sub-agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Sub-agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Sub-agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

f) SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Sub-agreement.

g) The insurance requirements contained in this Sub-agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

h) SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Sub-agreement.

23. General

23.1 SUBRECIPIENT shall not delegate or assign any interest in this Sub-agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Sub-agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Sub-agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Sub-agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Sub-agreement.

23.3 In the event the SUBRECIPIENT receives payment under this Sub-agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Sub-agreement, the SUBRECIPIENT shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the SUBRECIPIENT.

23.4 SUBRECIPIENT shall not provide partial delivery of services unless specifically stated in the Sub-agreement.

23.5 SUBRECIPIENT shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other Sub-agreement by which an interest is retained by a third party. The SUBRECIPIENT warrants that it has good title to all materials or products used by SUBRECIPIENT or provided to COUNTY pursuant to this Sub-agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Sub-agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Sub-agreement.

23.7 The COUNTY agrees to cooperate with the SUBRECIPIENT in the SUBRECIPIENT's performance under this Sub-agreement, including, if stated in the Sub-agreement, providing the SUBRECIPIENT with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 SUBRECIPIENT shall comply with all applicable Federal, State and local laws and regulations. SUBRECIPIENT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

23.9 SUBRECIPIENT shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Sub-agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Sub-agreement.

23.10 SUBRECIPIENT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Sub-agreement.

23.11 SUBRECIPIENT shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.12 This Sub-agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Sub-agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Sub-agreement is held by a court

of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.13 The Parties acknowledge and agree that SUBRECIPIENT is a private business providing emergency services at the request of the State of California and/or COUNTY under the California Emergency Services Act (California Government Code §§ 8550 *et seq.*) to address the COVID-19 pandemic emergency situation, and that the COUNTY is subject to certain immunities with respect thereto. COUNTY shall not be liable for any claim based upon the exercise or performance of, or the failure or exercise to perform, a discretionary function or duty on the part of the COUNTY or any employee of the COUNTY in carrying out its provisions.

23.14 This Sub-agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Sub-agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

23.15 SUBRECIPIENT hereby represents that the person executing this Sub-agreement on behalf of SUBRECIPIENT has full authority to do so and to bind SUBRECIPIENT to perform pursuant to the terms and conditions of this Sub-agreement.

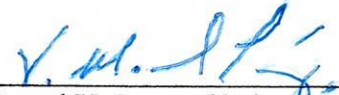
[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Sub-agreement as of the date and year last written below.

COUNTY

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

By: 
Manuel V. Perez, Chairman
Board of Supervisors

Dated: _____

SUBRECIPIENT

MAIN STREET LAUNCH
California nonprofit public benefit corporation


By: 
Name: Jacob Singer
Title: President & CEO

Dated: 5/27/20

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Lisa Sanchez
Deputy County Counsel

COUNTY OF RIVERSIDE RESTART BUSINESS ASSISTANCE GRANT PROGRAM SCOPE OF SERVICES WITH MAIN STREET LAUNCH

Background

The County of Riverside is strongly committed to serving its small business community. The County seeks to be a resource to its local business community by addressing the adverse impacts on small business caused by the COVID19 pandemic. The County desires to structure a program that promotes business sustainability, job retention, and the overall economic preservation of small businesses throughout the County. Main Street launch, a 501c3 Federal Community Development Financial Institution headquartered in Oakland, California, is experienced working with cities and counties on delivering financial products to small businesses otherwise unable to obtain capital.

Main Street is offering the following Scope of Services to the County of Riverside to implement a rapid deployment small business grant program to address the challenges faced by small enterprises located in the County. Main Street Launch will:

1. Work with the County of Riverside, the SBA's Small Business Development Center, area Chambers of Commerce, and other small business support organizations in County to promote and market the program so that as many small business owners as possible throughout the County know about the program and are able to apply, regardless of location.
2. Launch a rapid deployment Application process for the grant program and a public link which will direct to an on-line application on Main Street's web site. The landing page for the application will describe the program and invite eligible applicants to apply. All application responses will be securely stored in Box, which will serve as a repository for all program documents, and available for County staff to view at any time.
3. Applications will be available in English and Spanish.
4. Main Street will open a dedicated Treasury Management account with Wells Fargo Bank for the Benefit of the County of Riverside, which will hold grant funds for deployment and from which grants to approved applicants will be disbursed.
5. Once Phase 1 grant inquiry applications are received, Main Street will determine the initial eligibility status of the business based on criteria set by the County of Riverside and Main Street.
6. Ineligible Phase 1 business grant applications will be notified of Ineligible status.
7. Businesses eligible from the Phase 1 screen will be sent a full application, which will require uploaded documentation along with the Application, sufficient to determine that all criteria are met by the business.
8. Main Street will evaluate the documentation provided by the business and approve or decline the application based on information provided by the applicant and the criteria established for the program by the County of Riverside and Main Street.
9. Both declined and approved Phase 2 applicants with completed applications will be notified within 5 business days of the funding decision.

10. Approved applications will be remotely closed using Main Street's automated grant disbursement system. Documentation will include obtaining signed copies of the Business Grant Recipient Agreement, Safe Reopening Plan, W9, and ACH electronic funds transfer information.
11. Grants will be disbursed electronically through Wells Fargo Treasury Management Services account directly into the business bank account of approved applicants.
12. Main Street will provide the services of a senior small business technical assistance staff member to advise and support applicants who need help after funding.
13. Main Street will provide all necessary reports and documentation, including a wrap up report at the end of the grant period.

EXHIBIT B

BUDGET

COUNTY OF RIVERSIDE COVID 19 SMALL BUSINESS ASSISTANCE GRANT

GRANT PROGRAM FUNDS		
Average Grant Size		10,000
Number of Grants		4,500
Total Grants Disbursed	\$	45,000,000
Administrative Fees @ 3.5%	\$	1,575,000
Total Estimated Grant Program Funds	\$	46,575,000
EXPENDITURES		
Grants Disbursed to Applicants	\$	45,000,000
Disbursement of funds will occur in the following manner:		
25% of allocation upon execution of Sub-agreement		
25% when 75% of initial allocation is exhausted		
25% when 75% of second allocation is exhausted		
25% when 75% of third allocation is exhausted		
Administrative Fees @ 3.5%	\$	1,575,000
Total Estimated Grant Programs Funds Expenditures	\$	46,575,000

RIVERSIDE COUNTY COVID-19 SMALL BUSINESS ASSISTANCE GRANT PROGRAM FRAMEWORK

Background

The County of Riverside (County) is strongly committed to serving its small business community. The County seeks to be a resource to its local business community by addressing the adverse impacts on small business caused by the COVID19 pandemic. With that goal in mind, Riverside County's Business and Community Services department (BCS) has structured the Riverside County COVID-19 Small Business Assistance Grant Program (Grant Program). This Grant Program will promote business sustainability, job retention, and the overall economic preservation of small businesses throughout the County. To implement the Grant Program, BCS has partnered with Main Street Launch (MSL), a 501c3 Federal Community Development Financial Institution headquartered in Oakland, California. MSL has experience working with cities and counties on delivering financial products to small businesses otherwise unable to obtain capital. The partnership with MSL will allow BCS to implement the rapid deployment of a small business grant program to address the challenges faced by small enterprises located in the County. BCS and MSL are committed to ensuring that there is an equitable distribution of grants made under this program throughout the entire county for benefit of our business community. The Grant Program processes and components are as follows:

Administration of Grant Program

1. Centralized Application Process – a weblink on the BCS webpage at _____ will lead potential grantees to the on-line application on Main Street Launch's web site
2. The Main Street Launch website will be the centralized repository for all applications, grant agreements and the tracking database for all reporting required under the Grant Program.
3. The Main Street Launch landing page will describe Grant Program and provide online preliminary eligibility review.
4. Grantees will be required to upload a Safe Reopening Plan and sign a Grant Program Agreement as part of the process to ensure funding is being used appropriately.
5. As part of reporting and tracking requirements, Main Street Launch will submit reports detailing the number of grants provided along with the corresponding funding amount. A Final Report shall be provided no later than January 5, 2021.

Funding Allocation

On May 19, 2020, the Board of Supervisors (Board) of the County of Riverside (County) accepted the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding from the United States Department of Treasury in the amount of \$431,091,226 and established a budget to be administered through the Executive Office for COVID-19 expenses related to county-wide response and preparation activities. In that budget, the Board authorized the allocation of \$50,000,000 in funds that will be used for to assist businesses affected by interruptions due to the pandemic. The Business and Community Services department (BCS) was the department identified to implement the program. BCS has set aside \$46,575,000 of allocation for the Grant Program. The breakdown of the funding will provide \$45,000,000 to be used for direct grants of \$10,000 to qualified businesses and \$1,575,000 of administrative fees for MSL's work under the program.

Grant Program Implementation

To implement the Grant Program, BCS will:

1. Work with the MSL, the SBA's Small Business Development Center, area Chambers of Commerce, and other small business support organizations in County to promote and market the program so that as many small business owners as possible throughout the County know about the program and are able to apply, regardless of location.
2. Launch a rapid deployment application process for the grant program and a public link which will direct to an on-line application on Main Street Launch's web site <https://mainstreetlaunch.org/County-of-Riverside-small-business-grant-program/>. The landing page for the application will describe the program and invite eligible applicants to apply. All application responses will be securely stored in Box, which will serve as a repository for all program documents, and available for BCS staff to view at any time.
3. Have applications made available in English and Spanish for Grant Program.
4. Require Main Street Launch to open a dedicated Treasury Management account with Wells Fargo Bank for the Benefit of the County of Riverside, where all grant funds will be held for deployment and from which grants to approved applicants will be disbursed.
5. Have a process that once Phase 1 grant inquiry applications are received, Main Street Launch will determine the initial eligibility status of the business based on eligibility criteria set by the County of Riverside and Main Street Launch
6. Ensure all ineligible Phase 1 business grant applications will be notified of ineligible status by email.
7. Ensure that businesses eligible from the Phase 1 screening will be sent a full application, which will require uploading documentation sufficient to determine that all criteria are met by the business.
8. Ensure Main Street Launch will evaluate the documentation provided by the business and approve or decline the application based on information provided by the applicant and the criteria established for the program by the BCS. Documentation is intended to validate number of employees, business and financial history, business license, and other key documentation necessary to mitigate risk and fraud, and verify adverse impacts caused directly by the pandemic. Main Street Launch will also verify County business location and supervisorial district via Esri Web Map produced by Center for Demographics.
9. Require that both declined and approved Phase 2 applicants with completed applications will be notified within 5 business days of the funding decision.
10. Approve applications and have them remotely closed using Main Street Launch's automated grant disbursement system. Documentation will include obtaining signed copies of the Business Grant Recipient Agreement, Safe Reopening Plan, W9, and ACH electronic funds transfer information.

11. Require that grants will be disbursed electronically via ACH through dedicated Wells Fargo Treasury Management Services account directly into the business bank account of approved applicants.

12. Require as part of Main Street Launch services, that a senior small business technical assistance staff member be provided to advise and support applicants who need help after funding.

13. Require Main Street Launch to provide all necessary reports and documentation, including a progress reports and a Final Report at the end of the grant period. All grant documentation and tracking will be available in real time at all times through access provided to BCS staff through the backend of Main Street Launch's application and data system.

Grant Terms

- Applications accepted beginning June 3, 2020
- Grants up to \$10,000
- Grant funds are not available to businesses that have accessed other Federal assistance such as the SBA Economic Injury Disaster Loan or the Paycheck Protection Program.
- Business must agree to develop and implement a Safe Reopening Plan that addresses employee and customer health.

Eligible Use of Funds

- Payroll/employee retention or supporting employees
- Inventory and Working capital
- Purchase of Personal Protective Equipment
- Rent or mortgage payments
- Addressing temporary COVID-19 related restrictions on business activity
- Increasing technology capacity to enable alternative work forms
- Creating new marketing campaigns or business plans
- Paying vendor invoices
- Facility cleaning/restoration
- Other Grantor approved uses

Eligible Business Types

- Private For-Profit
- Business must be located in Riverside County
- Must have experienced a financial hardship as a result of COVID-19
- Small businesses with fewer than fifty (50) employees including sole proprietorships and independent contractors
- Minimum 1-year operating history as of March 1, 2020

Ineligible Business Types

- Businesses that have accessed other Federal COVID-19 funding such as the SBA's Disaster Loans or Paycheck Protection Program loans.
- Non-Profit or public entities
- New/Startup Businesses (with less than one (1) year of operating history as of March 1, 2020)
- Residential or real estate projects including short-term rental operators
- Casinos/gambling establishments
- Adult-entertainment related businesses
- Cannabis/Cannabis-related

COUNTY OF RIVERSIDE
COVID-19 SMALL BUSINESS ASSISTANCE
GRANT AGREEMENT
(BUSINESS NAME)

This **COVID-19 SMALL BUSINESS ASSISTANCE GRANT AGREEMENT** ("**Agreement**") is between the COUNTY OF RIVERSIDE, a political subdivision of the State of California through its Business and Community Services ("**County**"); MAIN STREET LAUNCH, a California nonprofit public benefit corporation ("**Main Street**"); and [Business Name], a business licensed to operate in the COUNTY OF RIVERSIDE ("**Business**").

1. Overview

(a) Purpose: The County COVID-19 Small Business Assistance Grant Program ("**Grant Program**") provides financial assistance to County-based small businesses impacted by the COVID-19 pandemic.

(b) Program Funding: The County Board of Supervisors has agreed, subject to appropriation, and pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law by President Trump on March 27, 2020 to utilize funds received through the CARES Act Coronavirus Relief Fund to assist small businesses in the County.

(c) Grant Amount: Pursuant to this Agreement, the County, through Main Street Launch, will disburse \$[grant amount] to the Business ("**Grant**").

(d) Grant Use: The Grant must be used for employee salary and benefits and other business capital and operating expenses directly related to the immediate impacts of COVID-19 as identified in the application submitted by Business. No other use of funds is allowed by the Business.

(e) Grant Disbursement: Main Street will disburse the Grant to the Business within [XX] business days after all of the following have been completed: 1) all parties have signed this Agreement, 2) the Business has submitted the required application, financial, and disbursement forms and 3) the Business has submitted a Safe Reopening Plan, hereby attached as part of this agreement.

(f) Grant Term: This Agreement will take effect on the Execution Date and terminate on December 31, 2020 ("**Grant Term**").

(g) Main Street Launch Liaison: The Business will be assigned an individual at Main Street Launch who will serve as a primary point of contact for questions and will connect the Business to resources during the Grant Term.

(h) Final Report:

(i) By December 15, 2020 (“**Reporting Deadline**”), the Business must provide the County with a Final Report on the operational status of the Business, the number of current employees and an accounting of the use of the Grant as of October 31, 2020. The County will provide an online reporting template by November 1, 2020. The Business must either complete the online template, send via email, or mail a paper copy of the completed template to the following address by the Reporting Deadline:

ECONOMIC DEVELOPMENT
3403 10th Street, 4th floor
Riverside, CA 92501
Attn: Business Services Team

(ii) As an attachment to the Final Report, the Business must provide documentation of its reported Grant use, such as expense receipts and payroll filings for the periods covering the Effective Date through December 31, 2020.

(i) Repayment of Grant Funds:

(i) If the Business does not use the Grant as required by Section 1(d), then the Business must repay the \$[grant amount] to the County by January 31, 2021.

(ii) If the Business ceases operations before the end of the Grant Term, the Business must notify the BCS Liaison immediately and must complete the Final Report and repay any unused portion of the Grant to the County within 30 days of business closure.

2. General Provisions

(a) Notices, Demands, and Communications between the Parties: Formal notices, demands, and communications between the Parties shall be given by (i) personal service; (ii) reputable document delivery service, such as Federal Express, with a receipt showing date and time of delivery; or (iii) certified or first-class United States mail, postage prepaid, with a receipt showing date and time of delivery

To the County: Business and Community Services
3403 10th Street, 4th floor
Riverside, CA 92501
Attn: Business Services Team
Email: BizInfo@rivco.org

With Copies to: County of Riverside
Office of County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501
Attn: Liza Sanchez, Deputy County Counsel

Email:

To the Business: Business Name
Address Line One
Address Line Two
Attn: Main Point of Contact
Email:

To Main Street: Main Street Launch
2101 Webster Street, Suite 1200
Oakland, CA 94612
Attn: Jacob Singer, President & CEO
Email:

Written notices, demands, and communications shall be sent in the same manner to other addresses that any party designates in writing.

(b) Entire Agreement; Amendments: This Agreement constitutes the entire agreement among the parties as to the Grant and may not be amended or modified, except in writing signed by each of the parties. The Business may not assign or transfer its rights and interests in this Agreement to any other person, business or entity.

(c) No Third-Party Beneficiaries: This Agreement is not intended to create any rights or benefits for a person or entity who is not a party, whether as a third-party beneficiary or otherwise.

(d) Governing Laws; Venue: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(e) Severability: If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the other provisions will remain in force to the extent practicable and taking into consideration the purposes of this Agreement.

(f) Interpretation: The terms of this Agreement shall be construed in accordance with the meaning of the language used and not for or against any Party by reason of the authorship or any other rule of construction that might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.

(g) Determinations; Disbursements:

(i) Any determination by the Director of Business and Community Services, or designee of fulfillment or non-fulfillment of the terms of this Agreement by the Business shall be binding on the COUNTY. The COUNTY may request such determinations by the Director of Business and Community Services as necessary.

(ii) The COUNTY shall have no responsibility to disburse any funds beyond the amount that the COUNTY has received from the CARES Act Emergency Relief Funds or has itself contributed for the purpose of the Grant Program.

(h) Non-Liability of Officials, Employees, and Agents: No member, official, employee or agent of the COUNTY or of the Business and Community Services shall be personally liable to the Business in the event of any default or breach by the County Board or by the COUNTY or for any amount that may become due to the Business or its successors or assigns under the terms of this Agreement.

(i) Attorney's Fees: Each Party shall pay its own attorney's fees.

(j) Business Day Convention: If the date of any required action falls upon a weekend day or a holiday when the County is not open for business, the required action may be deferred to the next business day.

(k) Force Majeure: No Party will be held responsible for failing perform its responsibilities under this Agreement if the failure results from any act of nature or other cause that is beyond the reasonable control of the Party and that makes performance impossible or illegal.

(l) Confidentiality: Unless otherwise required by applicable law or regulation, the County and Main Street Launch will use best efforts to keep all reports and other information submitted by the Business confidential and will not make such information available publicly or as part of any Freedom of Information Act request, except that the County (a) will include a list of all businesses that received Grants and the individual Grant amounts (b) may report to the County Board of Supervisors the Business's reported information concerning the operational status of the Business and aggregate data on jobs, tax and revenue data of all businesses that received Grants. The County will destroy records that the Business submits to the County pursuant to this Agreement five years from the date of submission.

(m) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. A facsimile, .pdf copy or other electronic signature (e.g., docusign) of this Agreement, when signed in compliance with this Section, is an enforceable, original agreement for all purposes.

(n) Dispute Resolution: In the event that an issue regarding or arising under this Agreement cannot be resolved by the parties, the issue will be brought to the Director of Business and Community Services, or designee for final decision.

(o) Non-Discrimination: The Business will not discriminate against any individual with regard to employment or participation or in any other manner for reasons of race, color,

religion, gender or gender identification, sexual identity, pregnancy, childbirth or related medical conditions, national origin, age, marital status, disability or any other characteristic that is protected by local, state or federal law.

(p) Administration: The Board of Supervisors or the Director of Business and Community Services, or their designee(s), are the only authorized County representatives who may at any time, by written order, alter this Agreement. The Director of Business and Community Services, or designee, shall administer this Agreement on behalf of the County.

[BUSINESS NAME]

By: _____
[Name], [Title] Date

COUNTY OF RIVERSIDE, CALIFORNIA

By: _____
Suzanne Holland, Director Date
Business and Community Services

Main Street Launch

By: _____
Jacob Singer, President/CEO Date

Clerk's Original

GroundZero MEDICAL

858-221-4775

June 1, 2020

Dear Board of Supervisors

I hope this email and letter finds you well. Thank you for returning our call last Wednesday morning, May 27, and asking for clarification about our Fresh Air Inside campaign and proposal. Included is a concise summary of our vision and goals followed by links that support our intentions, including a recent endorsement by the State of California for the use of air purifiers to combat the Covid-19 threat.

Vision

We strive to minimize the public fear of COVID-19 while helping our communities return to work with the aid of clinically proven medical grade air purifiers and our "Fresh Air Inside"/#Rivcostrong campaign.

Goal A.

Invite RIVCO Board of Supervisors to utilize the campaign.

(As "Breathing is Believing")

1. We invite our Board to lead by example in adopting air purifiers over the use of masks. This will minimize the projection of fear and allow the Board to express their true empathy through natural facial expressions (Up to 90% of communication is through body language and tone).

Illustration

a. Welcoming faces:



Kevin Jeffries
First District
Chairman



Karen Spiegel
Second District



Chuck Washington
Third District



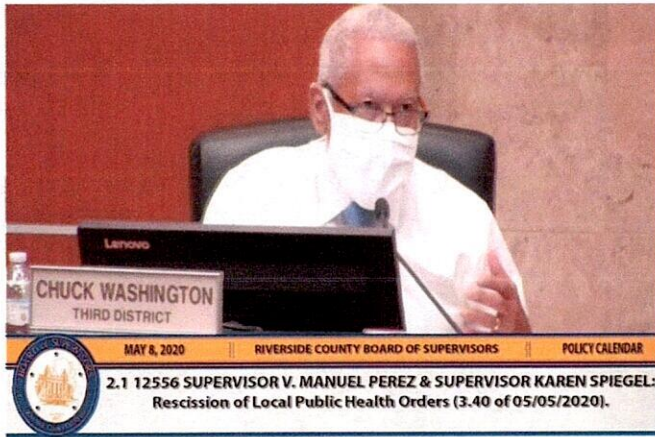
V. Manuel Perez
Fourth District
Vice Chairman



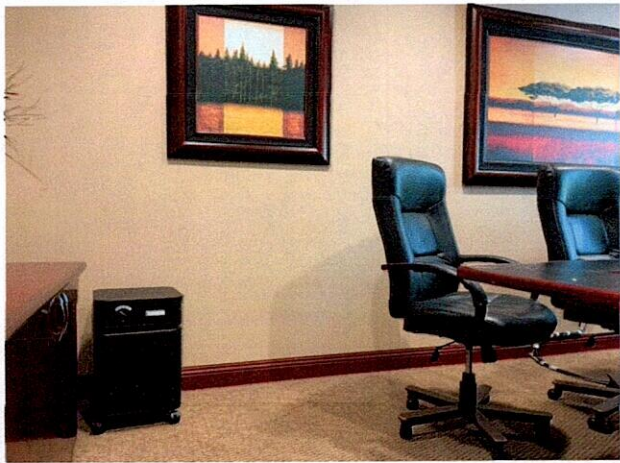
Jeff Hewitt
Fifth District

John Alano
Submitted by John Alano
6/2/2020 (date) Item 3.74

b. Expressions hidden:



c. Examples of medical air purifiers to be placed around supervisors.



2. We also propose the replacement of existing signage on government buildings with our inspiring designs.

a. *Riverside County Administration Building*



b. *Ground Zero commissioned design by Sharif Carter*



Goal B.

Extend the Fresh Air Inside/ #RivcoStrong Campaign to the public.

1. Through your endorsement on existing Riverside County social media and websites.
2. In future literature to cities and businesses.
3. By subsidizing the printing and distribution cost of signage to local businesses.

Chaotic and unappealing signage is all too common. It projects fear and disorder on a subconscious level.



It's time to re-open with...

fresh air inside

Ground Zero MEDICAL

Ground Zero MEDICAL

"Fresh air inside"

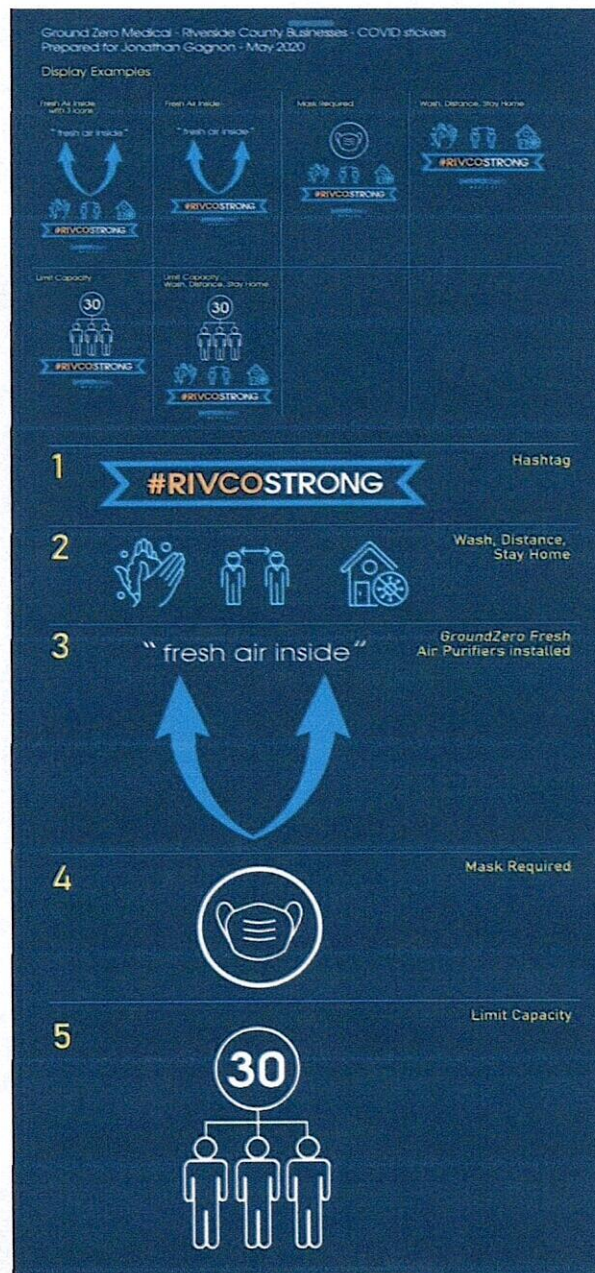
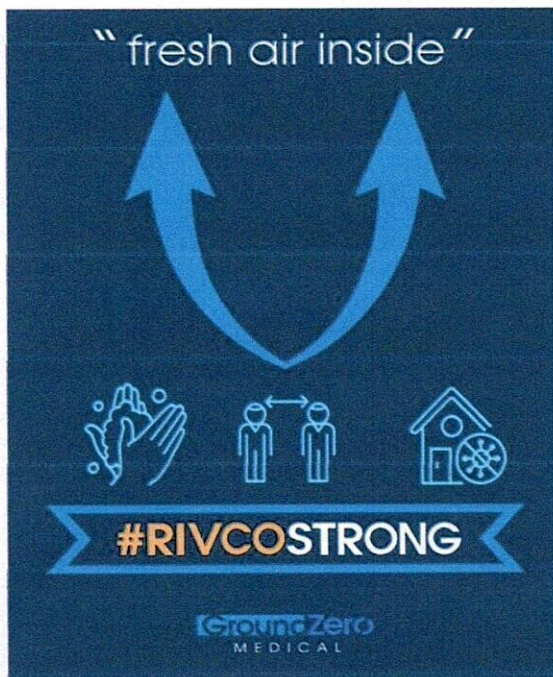
A photograph of a storefront window for "Ground Zero MEDICAL". The window has a large sign that says "fresh air inside" with two blue arrows pointing upwards. The company logo "Ground Zero MEDICAL" is visible on the window. In the background, people are seen inside the store. The overall scene is clean and professional.

At a glance customers will know:

1. If masks are required.
2. If air purifiers are in use.
3. The crowd capacity limit.

Adaptable

The beauty of this modular system is that it works for every situation. By strategically combining multiple decals, businesses are able to add or remove mask requirements and limit capacities as risk levels rise and fall with Flu Season.



Goal C.

To partner with Riverside Economy Recovery Task Force

1. To locate low interest loans, and grants for:
 - Our high risk elderly community, especially in nursing homes, who represent the hot spots of continued infection and deaths. An ounce of respiratory prevention through medical air purifiers will go miles in lowering infections and deaths, therein lowering our county's statistical predicament.
 - Our high risk businesses such as dental offices and morgues to start.



Lead the Change
Replace fear with smiles and fresh air!



Confidence is Contagious

- Invite Customers In
- Set Them At Ease
- Get Back To Work!

95% Capture Rate
of airborne particles
over 0.3 microns
floating through air

Hi-risk 1500 sqft
300 sqft Everyday Health

38¢ Per Day*
60-00

5yr Warranty 5yr Preheated Filter 30 Day Replacement

GroundZero MEDICAL

QR code

GrounderZeroMedical.com



A picture of my grandmother visited from behind a security window. She is holding a bear in place of the affection she is used to from her family. Sadly fear has gripped the facility so tightly that they will not even allow us to provide her a medical air purifier for her own room.

While the solution to sequester visitors from their elderly family was born in concern is it really the best we can do? The power of healing through human interaction afforded by our air purifiers is immeasurable. Our commercial machines are considered "durable goods" and start at 38 cents per day when stretched out over 5 years. Though reasonably priced, the initial cost of \$595- \$845 per unit is a tough investment in a climate of fear and uncertainty.



COVID-19 INDUSTRY GUIDANCE:

Recent Endorsements by the State of California

The use of air purifiers to mitigate risk is already supported by the State in its recent release of industry Guidance for nearly all sectors.

“Consider installing portable high-efficiency air cleaners, upgrading the building’s air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in offices and other spaces.”

Excerpt from pg. 7 under “Cleaning and Disinfecting Protocols” (last bullet)

<https://covid19.ca.gov/pdf/guidance-retail.pdf>

Document Title: *COVID 19 Industry Guidance: Retail*



Centers for Disease Control and Prevention
CDC 24/7: Saving Lives, Protecting People™

CDC: Airborne transmission of Covid-19

Person-to-person spread

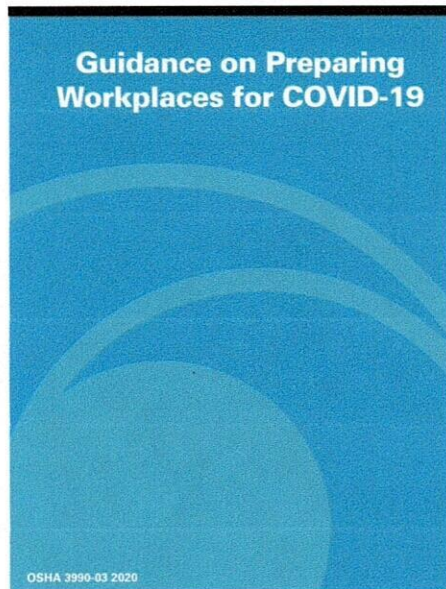
The virus is thought to spread mainly from person-to-person.

- *Between people who are in close contact with one another (within about 6 feet).*
- *Through respiratory droplets produced when an infected person coughs, sneezes, or talks.*
- *These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs.*
- *COVID-19 may be spread by people who are not showing symptoms.*

CDC: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-covid-spreads.html> Document Title: How Corona Virus Spreads, Excerpt from Paragraph #1

Rationale: These [micro-droplets](#) can be generated by even normal speech and are capable of lingering indoors for [many hours](#).

While masks do a great job of controlling the spread from sick individuals, they do not offer much protection to healthy people. In fact, the use of masks among the healthy may prove to be a net health negative considering the lack of proper mask hygiene, increased respiratory burden, and not to mention the physiological aspects.



OSHA: Touch surface not primary

■ *Between people who are in **close contact with one another** (within about **6 feet**).*

■ *Through respiratory droplets produced when an infected person coughs or sneezes. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. **It may be possible that a person can get COVID-19 by touching a surface** or object that has SARS-CoV-2 on it and then touching their own mouth, nose, or possibly their eyes, **but this is not thought to be the primary way the virus spreads.***

III. <https://www.osha.gov/Publications/OSHA3990.pdf>

Document Title: *Guidance on Preparing the Workplace for COVID 19.*

A. Excerpt from pg. 5 The virus is thought to spread mainly from **person-to-person**, including:

Rationale: Social Distancing of six feet or more helps prevent airborne transmission. Wiping and sanitizing touch surfaces DOES NOT eliminate the threat of the SARS COV2 virus by a significant amount. **No amount of wiping can kill a pathogen hanging in the air.**

Solution

B. From Pg. 12.

*Engineering controls involve isolating employees from work related hazards. In workplaces where they are appropriate, these types of controls reduce exposure to hazards without relying on worker behavior and **can be the most cost-effective solution to implement.** Engineering controls for SARS-CoV-2 include:*

■ **Installing high-efficiency air filters.**

■ **Increasing ventilation rates in the work environment**

Rationale: This coincides with current OSHA Standard 1910.134 both a. and b. but with an elevated and specific guideline to treat SARS-COV 2 as a work related hazard and thus employers are highly recommended to provide "additional engineering controls" to flow or pass as much air as possible through High Efficiency Particulate Arrestors (HEPA) filters.

Conclusion

In summary, our vision to dispel fear accelerates everyone's desires to reopen safely and responsibly. No other solution can reinvigorate our economy and rebuild confidence for pennies per day.

RIVCO Board of Supervisors, we'd like to thank you for your time and diligence in working with us on this matter.

Please let us continue this conversation with you and our county leaders. If you could please put us on your calendar for a brief presentation, we will show that:

"Breathing is Believing."

Jonathan Gagnon
Founder Ground Zero
858-221-4775

John Alano
Chief of Operations
951-395-2059

Groundzeromedical@gmail.com
GroundZeroMedical.com

10:34

Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: John Alano

Address: _____

City: _____ Zip: _____

Phone #: _____

Date: _____ Agenda # 3.24

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support _____ Oppose _____ Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

_____ Support _____ Oppose _____ Neutral

I give my 3 minutes to: _____

10:39

Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Bill Donahue

Address: _____

City: _____ Zip: _____

Phone #: _____

Date: _____ Agenda # 3.24

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support Oppose Neutral

I give my 3 minutes to: _____

10:41

Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Lou Monville

Address: _____

City: _____ Zip: _____

Phone #: _____

Date: _____ Agenda # 3.24

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support Oppose Neutral

I give my 3 minutes to: _____

employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone and immediately delete this communication and all its attachments.

From: Melinda Tudor <melindamtudor@gmail.com>
Sent: Tuesday, June 2, 2020 10:58 AM
To: COB <COB@RIVCO.ORG>
Subject: Supervisor Perez, item 3.24 Grant Program for Businesses

Please forward to Supervisor Perez

FTR 3.24 Grant Program for Businesses

6/2/2020

Riverside County Board of Supervisors

You didn't require contactless pickups and contactless appointments, without extra charge and without minimum order requirements in your reopening guidelines.

Suggestions do not get people access,

That needs to change

and it should be a requirement to get the cares act money.

Without requiring these things and not signing off on it

you are leaving people you said you'd to protect

to fight for access that individuals with better health have.

which includes not getting the same prices for services and products because you can't get the sales prices unless you go in.

35-dollar minimum purchases just to use the services that people drive to,

just to not get what you need, is not acceptable in times like these, that's what is happening to people.

please re-evaluate your re-opening plan and your grant program,

to prevent these things before you approve

People can't afford food, let alone fees

Help us.... please,

re-evaluate this before you approve and let our Governor know.

These concerns are vital to our high-risk community members to survive covid.

Don't let your good intentions leave people behind in a hasty decision to help our business.

Please do something to help, involve other counties like you did before, take the lead, let our Governor know our needs.

People want them to prosper but people need to eat and afford what they provide.

Businesses should not be allowed to do this, large or small

Please help with this, re-evaluate before you approve

And tell our Governor our needs.

This is what it means when your risks are not the same as other people. 100,000 people prove that.

People need safe access and shouldn't be charged extra based on their health

Old and young need this

There needs to be accountability that has the public needs in mind as well.

Thank you for your time,

Melinda Tudor

Maxwell, Sue

From: Maxwell, Sue
Sent: Tuesday, June 2, 2020 11:09 AM
To: District 4 Supervisor V. Manuel Perez
Subject: June 20, 2020 Item No 3.24 to Supervisor Perez Grant Program for Businesses (Melinda Tudor)

Supervisor Perez,

Per your request, please see email below received via COB for you from Melinda Tudor.

Thank you kindly,

Sue Maxwell

Board Assistant
Riverside County Clerk of the Board of Supervisors
(951) 955-1069 Fax (951) 955-1071
Mail Stop #1010
cob@rivco.org
website: <http://rivcocob.org/>
<https://www.facebook.com/RivCoCOB/>



TOGETHER, *Everybody Counts!*



IECounts.org

From: COB
Sent: Tuesday, June 2, 2020 11:06 AM
To: 'Melinda Tudor' <melindamtudor@gmail.com>
Subject: RE: Supervisor Perez, item 3.24 Grant Program for Businesses (Received and Will Forward)

Will do; thank you.

Sue Maxwell

Board Assistant
Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501
(951) 955-1069 Fax (951) 955-1071
Mail Stop #1010
cob@rivco.org
website: <http://rivcocob.org/>
<https://www.facebook.com/RivCoCOB/>



TOGETHER, *Everybody Counts!*



IECounts.org

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