

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



ITEM: 3.14
(ID # 13519)

MEETING DATE:

Tuesday, October 20, 2020

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION & WORKFORCE SOLUTIONS / COMMUNITY ACTION PARTNERSHIP (HHPWS/CAP): Accept the Financial Navigators Grant Award from the Cities for Financial Empowerment Fund, Inc. (CFE Fund) to Provide a Financial Guidance and Coaching Service to Low and Moderate income County Residents and Approve the Grant Agreement between the CFE Fund and HHPWS/CAP; All Districts [\$80,000 - 100% CFE Fund Grant]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the disbursement of the Financial Navigators Grant (Grant) from the Cities for Financial Empowerment Fund, Inc. (CFE Fund) to the County of Riverside – Housing, Homelessness Prevention and Workforce Solutions / Community Action Partnership (HHPWS/CAP), to provide remote financial navigation services and assist Riverside County residents in making progress toward financial goals to meet Grant requirements;
2. Approve the Grant Agreement and authorize the Director of Housing, Homelessness Prevention and Workforce Solutions (HHPWS), or designee, to execute the attached Grant Agreement for a total contract of \$80,000, subject to approval as to form by County Counsel; and

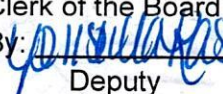
ACTION: Policy


Heidi Marshall, Director 10/7/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Abstain: None
Date: October 20, 2020
xc: HHPWS/CAP

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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3. Authorize the Director of HHPWS, or designee, to take all necessary steps to implement the Grant Agreement including, but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel; and (b) negotiating, signing and implementing any amendments to the Agreement, including, but not limited to, any amendments that result in an increase in the Grant award, subject to approval by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$80,000	\$0	\$80,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Cities for Financial Empowerment Fund, Inc. 100%			Budget Adjustment: No	
			For Fiscal Year: 2020/2021	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside’s Community Action Partnership (CAP) is part of a national network of more than 1,000 Community Action agencies throughout the United States. CAP works to strengthen, promote, represent, and serve its community to assure that the need of self-sufficiency is identified and addressed. CAP was created as part of the Economic Opportunity Act of 1964, commonly referred to as the “War on Poverty,” for the purpose of tailoring services to meet the needs of individuals and families by helping achieve economic stability. CAP partners with hundreds of public and private entities across the county and administers a wide array of programs designed to train and educate individuals while eliminating poverty in the County Riverside.

This Grant from the CFE Fund, is to be used to support a Financial Navigators program in accordance with the specific allocations identified in the Grant budget included in Exhibit C of the attached Grant Agreement. The Financial Navigators program will provide remote financial navigation services to qualified Riverside County residents and assist these residents in making progress towards financial goals.

Staff recommend approval of the attached Grant Agreement. County Counsel has approved the Grant Agreement as to form.

Impact on Residents and Businesses

This program will have a positive impact on all residents by providing medium and low-income residents of Riverside County with remote access to a financial guidance and coaching service.

Additional Fiscal Information

No County General Funds would be required.

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

ATTACHMENTS:

A: Financial Navigators Grant Agreement AATF

Marcus Maltese

Marcus Maltese

10/9/2020

Gregory H. Priamos

Gregory H. Priamos, Director County Counsel

10/8/2020



GRANT AGREEMENT

This Grant Agreement (the "Agreement"), dated as of August 1, 2020 (the "Effective Date") is by and between the **Cities for Financial Empowerment Fund, Inc.** (the "CFE Fund"), a Delaware non-stock, non-profit corporation with its principal office located at 44 Wall Street, Suite 1050 New York, NY 10005 qualified as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and the **County of Riverside**, a political subdivision of the State of California, on behalf of its Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS), Community Action Partnership (the "Municipal Grantee").

WHEREAS, the CFE Fund works to support municipal engagement to improve the financial stability of low and moderate income households by embedding financial empowerment strategies into local government infrastructure (the "Purposes").

WHEREAS, the CFE Fund has determined that the support of the Municipal Grantee in the work contemplated by this Agreement furthers the exempt purposes of the CFE Fund.

WHEREAS, the Municipal Grantee has agreed to use the **Financial Navigators Grant** funds provided by this Agreement (the "Grant") to support the Purposes by managing the implementation and operation of the activities set forth in Exhibit A (the "Scope of Work").

WHEREAS, the CFE Fund and the County of Riverside desire to enter into this Agreement to provide for the terms and conditions of the Grant and the Program.

NOW, THEREFORE, the CFE Fund and the Municipal Grantee agree as follows:

1. Grant.

The CFE Fund pledges and agrees to provide the Municipal Grantee a Grant in the form of cash or cash equivalents in an amount not to exceed \$80,000 [EIGHTY THOUSAND DOLLARS]. Grant funds will be paid in U.S. Dollars no sooner than what is laid out in the Grant Payout Schedule in Section 5(c).

2. Use of Grant.

The Grant is to be used only to support a Financial Navigators program and in accordance with the specific allocations identified in the Grant budget included in Exhibit B (the "Grantee Budget"). The Financial Navigators program will provide remote services to residents who seek financial guidance and supports in response to the economic impact of COVID-19. A minimum of 1 Full-Time Equivalent staff will be engaged in providing direct service for at least 1,200 sessions over the term of this grant. The work detailed in the Request for Proposal should be executed in accordance with Scope of Work. The Municipal Grantee must obtain the prior written consent of the CFE Fund before using the Grant for goods or services outside the Scope of Work; the failure to comply with this

provision may invalidate any obligation of the CFE Fund to pay any invoices for such goods or services and constitute breach of this contract.

3. Term.

- (a) The Grant term will begin as of the Effective Date and end on July 31, 2021. Any funds not used by the end of the Grant term toward the purposes of this Grant will be returned to the CFE Fund within thirty (30) days after the end of the Grant term unless otherwise agreed upon by both parties in writing in advance.
- (b) This Agreement may be terminated at any time prior to its scheduled termination as set forth above:
 - (i) By either the CFE Fund or the Municipal Grantee without cause by giving the other party sixty (60) days' prior written notice;
 - (ii) Immediately by a non-breaching party following a material breach of this Agreement by the other party and the expiration of a ten (10) day "cure" period after the non-breaching party shall have given notice to the breaching party of such breach; or;
 - (iii) Immediately by the CFE Fund when its objectives can no longer be advanced through the relationship set forth in this Agreement, without limitation, by the Municipal Grantee's administration of any Vendor Contract (as defined below).
- (c) If the Agreement is terminated by either party for any reason, CFE Fund will have no further obligation to make any payments to the Municipal Grantee, except for work already completed but not yet paid for prior to the termination; provided, that (i) such work is within the Scope of Work or (ii) if such work is beyond the Scope of Work, the prior written consent of the CFE Fund has previously been obtained.

4. Vendor(s)

- (a) The CFE Fund hereby appoints the Municipal Grantee as its sole and exclusive agent with respect to any community-based 501(c)(3) organizations, governmental organizations, consultants, or other private entities (each a "Vendor") engaged by the Municipal Grantee to support the implementation of the Program. Each Vendor may rely upon the direction and instruction of the Municipal Grantee.
- (b) The Municipal Grantee shall administer all aspects of each contract entered into with any Vendor for purposes of this Agreement (the "Vendor Contracts"), including, without limitation, payment of Vendor(s)' invoices, managing and overseeing the performance of each Vendor under the Vendor Contracts and monitoring such Vendor's adherence to its duties, obligations and responsibilities thereunder.

- (c) Notwithstanding the above, Municipal Grantee shall notify CFE Fund in a timely, written manner of any Vendors engaged for the purposes of this Agreement.

5. Conditions of Disbursement of Grant.

- (a) Municipal Grantee shall be eligible to receive funds upon the fulfillment of the following condition:
 - (i) Receipt by the CFE Fund of a countersigned copy of this Agreement, which includes Scope of Work and Municipal Grantee Budget. Budget should be a detailed, line-item projected accounting of all Program costs.
- (b) Disbursements of the Grant shall be subject to the fulfillment of the following conditions:
 - (i) Timely receipt of all Municipal Grantee reports and Financial Reporting in accordance with Exhibit C "Reporting".
 - (ii) Satisfactory performance of this Agreement in accordance with the Scope of Work.
 - (iii) The Municipal Grantee covenants that they shall take no action, omit to take any action, or engage in any activity that could impair or endanger, either directly or indirectly, the CFE Fund's exempt status under the Internal Revenue Code, or which could hinder the CFE Fund's ability to fulfill its charitable mission.
 - (iv) The Municipal Grantee shall review each invoice submitted by any Vendors for the performance of services in light of the purposes as expressed in the Request for Proposal and Scope of Work, and shall promptly furnish the CFE Fund with copies of vendor invoices or other such proof of services provided pursuant to this Agreement, when requested. The Municipal Grantee shall determine that the Vendors are in compliance. The Municipal Grantee should proactively notify the CFE Fund on a quarterly basis whether the Vendors are in compliance with the Grant Agreement and thus appropriately eligible for payment disbursement(s).
- (c) Grant Payout Schedule: The total grant will be split into two payments.
 - (i) Initial 90% of funds (\$72,000) will be available upon execution of Agreement and receipt of detailed line-item projected accounting.
 - (ii) Final 10% of funds (\$8,000) will be available upon receipt of final report and detailed invoices reconciling current grant spending, as well as projected spending of remaining grant funds.

6. Payment of Grant.

Subject to the fulfillment of the conditions set forth in Section 5:

- (a) The CFE Fund may increase the Scope of Work and corresponding outcome requirements and make concomitant payment adjustments as funds become available to expand services. Any increase in the Scope of Work and subsequent outcome goals would be made in consultation with the Municipal Grantee and the Vendor(s).
- (b) Services provided by the Municipal Grantee to clients beyond the Grant Term shall not be within the Scope of Work under this Agreement and shall not be included in the Grant.
- (c) The CFE Fund can make payment in one of two ways. Please initial in ONE of the boxes to select the requested payment option.

- a. For electronic payment: The CFE Fund will make an electronic payment through the CFE Fund's payment system, bill.com. The Municipal Grantee authorizes the below employee to create an account and enter the Municipal Grantee's appropriate bank routing and account number into bill.com. The Municipal Grantee will ensure that account information in bill.com is accurate throughout the life of the Grant.

Initial Here for
Electronic Payment and to
Authorize Staff Member

- b. For payment by check: The CFE Fund will issue a check to the Municipal Grantee at the address provided:

Initial Here for
Payment by Check

JM

Community Action Partnership of Riverside County
2038 Iowa Avenue, Suite B-102
Riverside, CA 92507

- (d) The CFE Fund's ability to pay out this Grant is dependent on the timely receipt of Grant funding from institutional Grantors. In the event that the CFE Fund has not received sufficient or timely funding from these Grantors, the CFE Fund may elect to postpone, reduce, or eliminate this Grant prior to disbursement.

7. Covenants.

During the term of this Grant, the Municipal Grantee is expected to adhere to the terms and conditions below and outlined in the Exhibit A (the “Scope of Work”) Failure to adhere to these conditions will constitute an act of default and result in the Municipal Grantee’s obligation to return part or all of the Grant funds to the CFE Fund and the termination of any obligation of the CFE Fund to pay subsequent invoices submitted after such default. In such a case, the CFE Fund will determine in its sole and absolute discretion the percentage of the Grant to be returned. Cessation or reclamation of Grant funding by the CFE Fund may also result in the Municipal Grantee’s elimination from consideration for investment from the CFE Fund in any other form. In the event that the CFE Fund terminates the Grant as provided herein, the Municipal Grantee shall return Grant funds to the CFE Fund within the time period specified by the CFE Fund upon termination.

During the Grant Term and beyond as applicable, the Municipal Grantee under this Agreement agrees to:

- (a) Coordinate the overall implementation of the Program with respect to the Scope of Work.

The Municipal Grantee will oversee and direct the work of all partner organizations with respect to the Scope of Work, including its nonprofit, referral, integration and training partners and Vendor(s). In particular, the Municipal Grantee will monitor and manage any Vendor(s) to ensure proper implementation in conformance with the Scope of Work and will serve as the main point of contact with the Vendor. The Municipal Grantee and its Vendor(s), if any, will draft and sign an agreement that will memorialize this understanding and submit a timely, written copy of such subagreement to CFE Fund.

- (b) Adhere to the uses of the Grant detailed in the Request for Proposal.
 - (i) This Grant is made only for the purposes of implementing the Scope of Work pursuant to the Request for Proposal and this Agreement. Any Grant funds not expended or committed for these purposes within the Grant Term will be returned to the CFE Fund. Any prospective changes in the use of this Grant totaling over ten percent (10%) of any individual budget line must be submitted in writing to and approved in advance by the CFE Fund.
 - (ii) The Municipal Grantee will provide immediate written notification to the CFE Fund if significant changes or events occur during the Grant Term which could potentially impact the progress or outcome of the Grant, including, without limitation, changes in the Municipal Grantee’s or any Vendor(s)’ management personnel or lead staff member(s) responsible for implementing the Program, loss of funding or other extenuating circumstances which could affect the Municipal Grantee Budget or any Vendor(s)’ budget. The CFE Fund, in its sole and absolute discretion, will determine if requests for budget modifications are warranted.

- (c) To the extent that any Vendor is a tax-exempt entity, to confirm the tax-exempt status of such Vendor at the time of each payment, and ensure that that each such Vendor is maintaining all authorizations, filings, exemptions, insurance, etc. required of a Vendor to perform its duties within and outside this Agreement.

The Municipal Grantee also agrees to provide immediately any correspondence from the Internal Revenue Service or other related agencies regarding the above.

- (d) Cooperate in the monitoring, evaluation, and reporting of work, as detailed in the Scope of Work and as set forth in Exhibit C (“Reporting”).

- (e) Adhere to the CFE Fund financial compliance stipulations.

- (i) The Municipal Grantee will maintain financial records to clearly account for the Grant funds from the CFE Fund and proper expenditures in furtherance of the Grant. The Municipal Grantee shall retain and maintain adequate records to substantiate such expenditures according to generally accepted accounting practices. The Municipal Grantee shall retain original substantiating documents related to the specific Grant expenditures and make these records available to the CFE Fund upon request.

- (ii) The CFE Fund reserves the right to audit the Municipal Grantee’s financial and other records to ensure the proper utilization of its Grant funds. During, and at least three years following the end of the Grant Term, the Municipal Grantee must maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of the CFE Fund Grant funds.

- (f) Adhere to the CFE Fund’s marketing and communications guidelines.

- (i) The Municipal Grantee agrees to adhere to the marketing and communication guidelines of the CFE Fund as referenced in the Scope of Work and any Grant-relevant CFE Fund partners, as provided by the CFE Fund and as applicable.

- (ii) Execution of this Grant agreement provides the CFE Fund and its institutional investors the right to disseminate any products, outcomes, or other information related to the Municipal Grantee’s efforts in any media of its choosing. Whenever feasible, the CFE Fund will share these materials with the Municipal Grantee prior to publication and give appropriate credit to the Municipal Grantee as the provider of this information. The Municipal Grantee and its Vendor(s), if any, will be expected to cooperate in any public education or outreach effort undertaken in connection with this Grant, which may include other CFE Fund programs.

- (g) Adhere to the following prohibitions on the use of the Grant.

Under no circumstances will the Municipal Grantee or any other organization receiving the CFE Fund's Grant funds use these funds directly or indirectly for the following purposes or activities:

- (i) Make a Grant to an individual for travel, study or other similar purpose, as described in section 4945(d)(3) of the Code.
- (ii) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make subgrants to any entity that engages in these activities.
- (iii) Influence legislation, especially for the benefit of the CFE Fund or any of its affiliates or funders, including by publishing or distributing any statements, or any campaign in support of or opposition to any pending legislation.
- (iv) Any other purposes outside what is stated in the Request for Proposal without express written permission from the CFE Fund.

8. Compliance with Laws.

Grantee shall comply with, and shall ensure that any Vendors or sub-Vendors engaged by the Municipal Grantee in connection with the Program comply with, all local, state and federal laws (including common laws), ordinances, codes, rules and regulations regarding the Program and Grantee's obligations and performance under this Agreement. Grantee shall obtain and maintain, and shall ensure that any Vendors or sub-Vendors engaged by the Municipal Grantee in connection with the Program obtain and maintain, any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this Agreement.

9. Indemnification.

- (a) The CFE Fund shall indemnify, defend, and hold harmless the Municipal Grantee, including Grantee staff, and its officers, employees and agents, from any and all claims, demands, costs, judgments or liabilities to which they may be subject because of any acts or omissions of the CFE Fund, its officers, directors or trustees, employees, agents, representatives, Vendors or sub-Vendors, or because of any negligence or fault of the CFE Fund, its officers, directors or trustees, employees, agents, representatives, Vendors or sub-Vendors. This obligation shall survive and continue beyond any termination or expiration of this Agreement.
- (b) The Municipal Grantee shall indemnify, defend, and hold harmless the CFE Fund, including its staff, and its officers, directors or trustees, employees and agents, from any and all claims, demands, costs, judgments or liabilities to which they may be subject because of any acts or omissions of the Municipal Grantee, its employees, agents, representatives, Vendors or sub-Vendors, or because of any negligence or fault of the Municipal Grantee, its employees, agents, representatives, Vendors and sub-Vendors. In addition, the Municipal Grantee shall ensure that all Vendors and sub-Vendors indemnify and hold harmless the CFE Fund, including its staff, and

its officers, directors or trustees, employees and agents from such claims. This obligation shall survive and continue beyond any termination or expiration of this Agreement.

- (c) Each of the parties hereto shall take all steps necessary to ensure that its staff, officers or trustees, employees, agents, representatives, vendors and sub-vendors are covered under all insurance policies necessary to effectuate the provisions of this Section.

10. Confidentiality.

All reports, information or data furnished to or to be prepared or assembled under this Agreement are to be held confidential, unless otherwise herein provided or subject to disclosure by law.

11. Intellectual Property.

All ownership, title, interest, and intellectual property rights of documents, templates, and other materials provided by the CFE Fund shall remain solely the CFE Fund's. Nothing in this section or agreement is intended to, and shall not be construed to, transfer any property rights or any intellectual property rights to Grantee to materials developed by the CFE Fund. The Municipal Grantee may use the CFE Fund's intellectual property (i) for internal planning processes; (ii) in furtherance of the Scope of Work; and (iii) if otherwise expressly authorized by the CFE Fund. Any unauthorized disclosure of the CFE Fund's intellectual property without expressed authorization shall be considered a breach of this agreement. The Municipal Grantee agrees that CFE Fund may reproduce, publish or otherwise use the work product generated during the Grant term without any restriction whatsoever, including any requirement for approval from the Municipal Grantee.

12. Non-Assignability.

The Municipal Grantee shall not assign, transfer, subcontract, convey or otherwise dispose of this Agreement or of its rights, obligations, responsibilities or duties hereunder or under any Vendor Contract, either in whole or in part, without the prior written consent of the CFE Fund.

13. Compliance with Anti-Discrimination Rules.

In its use of Grant funds provided by the CFE Fund, and in the course of all development, marketing and operation activities, the Municipal Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.

14. Severability of Provisions.

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

15. Entire Agreement.

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter of this Agreement and replaces and supersedes all prior agreements and understandings of the parties. This Agreement may be amended or modified only by a writing executed by the parties hereto.

16. Binding Agreement.

Notwithstanding any other provision of this Agreement, the parties agree that this Agreement constitutes a legal, valid and binding agreement of each party, and is enforceable against each party in accordance with its terms.

17. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

18. Submission to Jurisdiction; Service of Process.

(a) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR FEDERAL COURT. THE PARTIES

HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. EACH PARTY TO THIS AGREEMENT AGREES THAT A FINAL JUDGMENT IN ANY ACTION OR PROCEEDING WILL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

- (b) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO THE SERVICE OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS IN ANY OTHER ACTION OR PROCEEDING RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY, ON BEHALF OF ITSELF OR ITS PROPERTY, BY PERSONAL DELIVERY OF COPIES OF SUCH PROCESS TO SUCH PARTY. NOTHING CONTAINED IN THIS SECTION WILL AFFECT THE RIGHT OF ANY PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY OTHER PARTY IN ANY OTHER JURISDICTION.

19. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY EXPRESSLY AND IRREVOCABLY RELEASES, WAIVES AND RELINQUISHES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR CAUSE OF ACTION IN WHICH ANY OF THEM ARE PARTIES, WHICH IN ANY WAY (DIRECTLY OR INDIRECTLY) ARISES OUT OF, RESULTS FROM OR RELATES TO ANY OF THE FOLLOWING, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL BASIS: (I) THIS AGREEMENT; (II) ANY PAST, PRESENT OR FUTURE ACT, OMISSION, CONDUCT OR ACTIVITY WITH RESPECT TO THIS AGREEMENT; (III) ANY TRANSACTION, EVENT OR OCCURRENCE CONTEMPLATED BY THIS AGREEMENT; (IV) THE PERFORMANCE OF ANY OBLIGATION OR THE EXERCISE OF ANY RIGHT UNDER THIS AGREEMENT; AND (V) THE ENFORCEMENT OF THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY FURTHER AGREES THAT THIS AGREEMENT CONSTITUTES ITS WRITTEN CONSENT THAT TRIAL BY JURY WILL BE WAIVED IN ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION AND AGREES THAT EACH OF THEM WILL HAVE THE RIGHT AT ANY TIME TO FILE THIS AGREEMENT WITH THE CLERK OR JUDGE OF ANY COURT IN WHICH ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION MAY BE PENDING AS WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY.

20. Amendment.

The CFE Fund shall consider, but is not obligated to agree to, requests by the Municipal Grantee to amend the terms of this Agreement. Amendments to this Agreement shall be made only after (i) the CFE Fund has received written request from the Municipal Grantee stating the nature of the amendment request, and (ii) the CFE Fund has executed a written agreement describing the terms of the amendment.

21. Counterparts.

This Agreement may be executed in any number of counterparts, including by facsimile or other electronic means of communication, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

22. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by electronic mail, telefacsimile or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) at the respective party's address listed on Exhibit D ("Notices") or (b) at such other address as may be designated by written notice to the other party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

**CITIES FOR FINANCIAL EMPOWERMENT
FUND, INC.**

By: J. Mintz
Not Now e-signed by 11/04/2020 15:48:18 UTC
Name: Jonathan Mintz
Title: President and Chief Executive Officer

Date: 11/04/2020

COUNTY OF RIVERSIDE

By: Heidi Marshall
Heidi Marshall
Director, HHPWS

Date: 10/28/2020

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Amrit Dhillon
Amrit Dhillon, Deputy County Counsel

Scope of Work

Where there may be discrepancies, this Scope of Work supersedes both the Request for Proposal and the Municipal Grantee Proposal.

I. Financial Navigators Program

1. Implement the Financial Navigators initiative to provide free remote-based financial triage and guide clients to a range of national and local programs, services, and resources.
2. Integrate Financial Navigators program into City's broader emergency response programming.
3. Identify a Local Government Lead who will develop and monitor all Financial Navigators program design.
 - a. Program Implementation (roughly July – September 2020)
 - i. Serve as liaison with the CFE Fund to design and report on program management and operations.
 - ii. Select and contract Program Lead, as applicable, that will employ and manage the Financial Navigators (at least two people who are trained to serve in this role (either as direct service or back up) for a minimum six-month duration.
 - iii. Lead efforts to identify, secure and manage local priority referrals and resources.
 1. Independently, or with the Program Lead, identify and continually update all local priority referrals and resources for use by the Financial Navigators, including:
 - a. Identify areas for additional training (both local and national priorities) and work with the CFE Fund to develop and deliver as needed.
 - b. Develop contextual training as well as content for each of the locally driven referrals and resources.
 - c. Provide guidance for Financial Navigators to direct clients to those local priority referrals and resources.
 2. Provide descriptions of the initiative and marketing resources for local partners to use when making referrals to the Financial Navigators.
 - iv. Participate in all learning community activities, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
 1. Attendance at CFE's Leads web-based trainings, which will include training on Compass, the database system. Sessions include:

- a. Monday, July 27th, 2-5pm Eastern
 - b. Monday, August 10th, 2-5pm Eastern
 - c. Monday, August 24th, 2-5pm Eastern
 - d. Monday, September 14th, 3-4pm Eastern
 2. Participation in bi-weekly webinars or conference calls with other grantees and partners.
 3. Participate in bi-weekly calls with your CFE Fund technical assistance partner and learning community activities facilitated by the CFE Fund.
 4. Involvement in written communications about the work, which could include features on the CFE Fund website, newsletter, or written briefs.
- b. Program Maintenance (post-local program launch)
 - i. Participate in bi-weekly calls with your CFE Fund technical assistance partner and learning community activities facilitated by the CFE Fund
 - ii. Monitor Compass database usage and program metrics.
 - iii. Update the CFE Fund on evolution of resource and referral options.
 - iv. Create marketing approaches and adjust as needed to raise awareness of the Financial Navigators program.
 - v. Ensure that the Financial Navigators are delivering the service effectively and following the model requirements provided by the CFE Fund.
 1. Monitor the work of the Program Lead(s), including, but not limited to, service delivery, Financial Navigator training, reporting and progress towards target goals (number of sessions and topics discussed).
4. Designate a staff member within the government or nonprofit provider who has the time and seniority to serve as Program Lead and engage in the following activities:
 - a. Program Implementation
 - i. Work with the Local Government Lead to provide training and technical assistance to the Financial Navigators to deliver remote financial navigation services, including providing descriptions for local partners to use when making referrals to the Financial Navigators.
 - ii. Work with the Local Government Lead to identify a network of referral partners that can additionally assist residents in making progress towards financial goals and related issues (e.g. benefits enrollment, mortgage refinancing).
 - iii. Ensure Financial Navigators have proper tools (phone, computer, internet connectivity, etc.), relevant and timely information on policy changes or access to new or expanded City/State programs.

iv. Participate in all learning community activities, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:

1. Attendance at CFE's Leads web-based kick-off, which will include training on Compass, the database system. Sessions include:
 - a. Monday, July 27th, 2-5pm Eastern
 - b. Monday, August 10th, 2-5pm Eastern
 - c. Monday, August 24th, 2-5pm Eastern
 - d. Monday, September 14th, 3-4pm Eastern
2. Participation in bi-weekly webinars or conference calls with other grantees and partners.
3. Participate in bi-weekly calls with your CFE Fund technical assistance partner and learning community activities facilitated by the CFE Fund.

b. Program Maintenance

- i. Manage at least 1 Full-Time Equivalent contractually funded staff to serve as Financial Navigator(s). Ensure there are at least two people who are trained to serve in this role (either as direct service or back up).
- ii. Ensure all Financial Navigators, supervisors and any backup staff are fully trained in the national and local Financial Navigators training and successfully complete the required training, including how to use Compass, prior to serving the public.
- iii. Schedule and manage call volume, including having appropriate operator to manage inbound calls to queue callers for the Financial Navigators, collecting and tracking call data in the online database system ("Compass"), and monitoring and adjusting hours of operation as needed.
- iv. Participate in bi-weekly calls with your CFE Fund technical assistance partner and learning community activities facilitated by the CFE Fund
- v. Support public marketing efforts to raise awareness of Financial Navigators.
- vi. Update the CFE Fund on training feedback and evolution of resource and referral options.
- vii. Ensure that the Financial Navigators are delivering the service effectively and following the model requirements provided by the CFE Fund.
 1. Supervise overall program implementation, management and support service delivery, including monitoring efforts, troubleshooting and quality of service.
 2. Coordinate Financial Navigators for resource, training and database updates.
 3. Track progress and service delivery through Compass for at least the duration of the grant, which will provide information including:

- a. Number of clients per zip code
 - b. Issues clients identify as needing the most help with
 - c. Resources/referrals being made
 - d. Time Financial Navigators are spending with clients
 - e. Other resources clients could benefit from
- viii. Support Financial Navigators to complete at least 1,200 sessions over the course of this grant.

II. Compass Database

1. For the term of the Contract, Municipal Grantee and the Program Operations Partner(s) will use the CFE Fund's database, Compass. Municipal Grantee must obtain prior written approval from the CFE Fund to grant a User license and access the Compass Database. The CFE Fund will provide licenses for program-essential personnel, such as the Financial Navigators, the Program Lead (as applicable), and the Local Government Lead.
2. Municipal Grantee will ensure that the Program Lead maintains rigorous client confidentiality when using Compass, and follows data collection protocols to ensure client confidentiality:
 - a. Maintain the confidentiality of all written and electronic client information and data; as well as the configuration of Compass.
 - b. Ensure that computer equipment, the Compass database, and any other data collection tools will not be used by anyone other than approved Financial Navigators, Local Government Lead and Program Lead and a limited number of support staff; and will not be used outside of the parameters of the Financial Navigators programs. Any staff member who is authorized to access Compass will be required to sign the Compass User Agreement (see Exhibit E for a sample version of the Compass User Agreement) and provide a copy to the CFE Fund's Compass Administrator.
 - c. Keep all data within a secure limited-access network, maintained by Compass through Salesforce. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
 - d. Ensure each client understands and signs a Client Waiver form approved by the CFE Fund. Municipal Grantee must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.
 - e. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Navigator staff. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
 - f. Use standard database security practices when accessing Compass, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit

access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.

- g. Limit the ability of non-Financial Navigator staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
- h. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches" or other operating system updates.

III. License

1. Subject to compliance with all terms and conditions of this Agreement, CFE Fund hereby provides Municipal Grantee and Program Operations Partner(s) a non-exclusive and non-transferrable license to all County of Riverside data stored in the Compass database during the Term of this Agreement. The Municipal Grantee and Program Operations Partner(s) may only use this data for County of Riverside Financial Navigator program purposes, as permitted in Exhibit E (the "Compass User Agreement"), and in accordance with instructions from the CFE Fund.
2. Municipal Grantee and Program Operations Partner(s) acknowledge that CFE Fund owns all right, title, and interest in Compass, including all intellectual property rights and Compass data. Municipal Grantee and Program Operations Partner(s) further acknowledge that the CFE Fund has dedicated substantial resources to build, administer, and manage the Compass database and it is the sole intellectual property of the CFE Fund. If Municipal Grantee or Program Operations Partner(s) violates the terms of this Agreement, including not effectively administering the terms and conditions in the Compass User Agreement, the CFE Fund may, in its discretion, provide Municipal Grantee or Program Operations Partner(s) a reasonable opportunity to cure or remedy the violation. Absent acceptable cure, the CFE Fund may terminate this License with reasonable notice to Municipal Grantee and Program Operations Partner(s).

IV. Intellectual Property

1. Municipal Grantee, and the Program Operations Partner(s), recognize that any and all materials, including but not limited to training manuals and templates and Compass, provided by the CFE Fund to the Municipal Grantee, and its Program Operations Partner(s), are the exclusive property of the CFE Fund.
2. Municipal Grantee, and its Program Operations Partner(s) if applicable, will not use, transmit, display or publish or otherwise license such materials without the CFE Fund's prior written consent.

Grantee Budget

The CFE Fund will provide a Grant of \$80,000 in to support the County of Riverside’s Financial Navigators Program, in line with the following budget:



Budget Overview

Note: Please add more expense lines as needed.

City/ County Partner Name: United Way of Inland Valleys

	Local Government	Community Based Organization (Optional)	Total	Notes
Personnel				
Program Management	\$5,000	\$ 3,600.00	\$ 8,600.00	0.02 FTE @ \$24/hr + 30% benefits
Program Operations		\$ 2,000.00	\$ 2,000.00	
Financial Navigators		\$ 61,291.00	\$ 61,291.00	2) 0.5 FTE and 1) 0.3 FTE @ \$17/hr + 30% benefits - 3 staff members allows us to extend Navigation availability
Administrative Support	\$1,000	\$ 1,000.00	\$ 2,000.00	
			\$ -	
			\$ -	
Non-Personnel Costs				
Marketing and Outreach	\$1,500	\$ 1,500.00	\$ 3,000.00	
Technology/Equipment		\$ 1,200.00	\$ 1,200.00	Computer, headphones, telephony, Internet, etc.
Indirect Costs		\$ 1,909.00	\$ 1,909.00	
			\$ -	
			\$ -	
Total	\$ 7,500.00	\$ 72,500.00	\$ 80,000.00	

Reporting

The Municipal Grantee is responsible for reports using the CFE Fund's online grant portal. The grants portal will remind grantees of submission dates in advance.

<u>Reports</u>	<u>Due Date</u>
Midterm Report	November 15, 2020
Final Report	July 31, 2021

Notices

Cities for Financial Empowerment Fund, Inc.

I-Hsing Sun
Chief Program Officer
Cities for Financial Empowerment Fund, Inc.
44 Wall Street, Suite 1050
New York, NY 10005
(646) 362-1634
isun@cfefund.org

Grantee

Monica Santana
Asset Building Manager/Community Program Specialist II
County of Riverside, Community Action Partnership
2038 Iowa Ave, Suite B102
Riverside, CA, CA 92507
951-955-4861
mosantana@capriverside.org

Compass User Agreement

A. General Agreement

The Compass database system (“Compass”) is a safe and central database for cities and Financial Navigators to gauge client impact, manage Financial Navigator performance, and report on key metrics to a variety of stakeholders. To protect the system, and the privacy and confidential information of Financial Navigator Program clients and staff, you agree to use Compass in a productive, ethical, and lawful manner. You acknowledge and agree that Compass is provided under license, and not owned by you. You do not acquire any ownership interest in Compass, its data, materials or products downloaded or stored on Compass. You, as a Financial Navigator, manager, consultant, data analyst, or other staff member who has been authorized to use the Compass system (“User”), agree that you will use Compass in accordance with the limited license granted by the Cities for Financial Empowerment Fund, and subject to all terms, conditions, and restrictions, under this Agreement and as instructed by the CFE Fund, and its Compass Administrator or an approved agent of the CFE Fund. The CFE Fund shall not be liable for any loss, cost, expense, or other liability arising out of any User use of the Administrative Web Site.

B. Proper Use

Users of Compass shall always maintain a professional etiquette when using Compass including, but not limited to, communication on the platform, client notes, session notes, and participating in the learning community. Poor language, inappropriate comments, use of profanity, bullying, discriminatory language or conduct and other inappropriate behavior is strictly prohibited.

Platform use and any communications shared or stored throughout the Compass system should resemble commonly accepted, professional and respectful business correspondence.

C. Security, Access, and Passwords

You understand that it is your responsibility to maintain a safe and secure environment when accessing, using, or working in Compass, and responsible for all local security and access of the Compass system.

It is the responsibility of each User to adhere to industry standard IT security guidelines including but not limited to the creation, format, and scheduled changes of passwords.

All user names, passcodes, passwords, and information used or stored on the Compass System or its network is the property of the CFE Fund. No User may use a username, passcode, password, or method of encryption that has not been issued to that employee or authorized in advance by the Compass Administrator.

No User shall share usernames, passcodes, or passwords with any other person except the Compass Administrator or their authorized agent. A User shall immediately inform the Compass Administrator and the CFE Fund if they know or suspect that any username, passcode, or password has been improperly shared, used, displayed, or compromised and if IT security has been violated in any way.

Users who have not accessed the Compass system for a period of **six (6) months** will be subject to suspension or have their license terminated at the discretion of the Compass Administrator without notice.

D. Privacy

All content shared by any User on the Compass system, except client data and where excluded by a superseding client agreement, exists in the Compass public domain. Therefore, Users should have no expectation of privacy whatsoever in any message, file, data, document, community post, conversation, or any other kind or form of information or communication they have transmitted to Compass.

The Compass Administrator may also store copies of such data and communications from time to time after they are created and may delete such copies from time to time without notice. You agree that such data and communications may also be used for quality and training purposes at the discretion of the Compass Administrator and the CFE Fund.

A User may also extract data from the Compass system, consistent with their authorization, training, or as otherwise provided by the Compass Administrator, so long as the data extracted maintains an industry standard level of encryption to protect data from unauthorized disclosure and cyber threats. Other data may only be extracted and used upon prior written consent from the Compass Administrator, the CFE Fund, or an authorized agent thereof.

Furthermore, the counselor, employee, agent or User of Compass acknowledges that any information stored in or shared on the Compass system shall not be shared via social media, including, but not limited to, Snapchat, Facebook, Twitter, Instagram, LinkedIn, Pinterest, etc. absent the expressed approval in writing of the Compass Administrator or the CFE Fund.

E. Cloud System

The CFE Fund maintains a cloud-based data communications network to facilitate all aspects of the Compass system. Highly sensitive financial information is stored on the system. Users understand that they may never sign into Compass using the password or username of another User of Compass. No User shall access, attempt to access, alter, or delete any network document on a computer not authorized by the Compass Administrator, CFE Fund, or an authorized agent of the CFE Fund.

All users are required to use industry standard protocols to maintain security from hackers and database intrusion. This includes the limited use of unsecured configurations and 'open access' configurations, which shall include, but not limited to, use of public Wi-Fi locations, hardware and software installations from an unapproved third-party, objectively hazardous internet "click-bait"; and settings that permit unnecessary or unauthorized access to or use of IT systems and networks. Computers and network devices that come with a vendor-supplied, factory-default settings that favor connectivity and data sharing over security shall be subject to evaluation by the Compass Administrator, the CFE Fund or an approved agent thereof. Compass Users shall not use Compass on any public computer, including, but not limited to, library computers, internet cafes, hotel computers, or otherwise.

F. Confidentiality and Proprietary Rights

Compass is the intellectual property, including, but not limited to, all files, documents, templates, forms, guidebooks, training material, communications materials, and other trade secrets of the CFE Fund and is an extremely valuable asset. By signing this agreement, you agree not to jeopardize the system with any personal use of electronic communications systems, including email, text messaging, internet access, social media, and telephone conversations and voice mail.

Disclosure of confidential information to anyone outside of any approved Financial Navigators Program provider, the Compass Administrator, or a staff member of the CFE Fund is strictly prohibited. A User shall ask the Compass Administrator if they are unsure whether to disclose confidential information to particular individuals or how to safeguard the company's proprietary rights.

Use of the CFE Fund name, intellectual property, materials, brand names, logos, taglines, slogans, or other trademarks without written permission from the Compass Administrator or an authorized representative of the CFE Fund is strictly prohibited.

G. Remedies

Users who violate any provision of this agreement are subject to all adequate remedies available at law and equity, up to and including termination or revocation of a contract, general and special damages, and other equitable remedies allowed by law.

H. Acknowledgement and Review

I, _____, acknowledge that on _____ I received a copy of this Compass User Agreement and that I read it, understood it, and agree to comply with it. I understand that the CFE Fund has the maximum discretion permitted by law to interpret, administer, change, modify, or delete my use of Compass at any time without any notice. I understand that neither this agreement nor any other communication by a the CFE Fund, whether oral or written, is intended in any way to create a contract of employment.

 [SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Signature

 [SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Printed Name

 [SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Date

Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name: Riverside County - Financial Navigators Grant Agreement - Signed
Document created: 11/04/2020 15:41:58
Document pages: 23
Document ID: 66707fb15dd74ca0bf365a258b79f65b5be359f0
Document Sent:
Document Status: Signed
 11/04/2020 15:48:18UTC

Sender: sschwartz@cfefund.org
Signers: jmintz@cfefund.org
CC:

Client	Event	By	Server Time	Client Time	IP Address
SignNow Web Application	Uploaded Document	sschwartz@cfefund.org	11/04/2020 15:41:58 pm UTC	11/04/2020 15:41:53 pm UTC	108.6.210.135
SignNow Web Application	Viewed the Document	sschwartz@cfefund.org	11/04/2020 15:42:29 pm UTC	11/04/2020 15:42:31 pm UTC	108.6.210.135
SignNow Web Application	Document Saved	sschwartz@cfefund.org	11/04/2020 15:43:54 pm UTC	11/04/2020 15:43:56 pm UTC	108.6.210.135
SignNow Web Application	Viewed the Document	jmintz@cfefund.org	11/04/2020 15:48:02 pm UTC	11/04/2020 15:48:02 pm UTC	68.199.19.227
SignNow Web Application	Signed the Document, Signature ID: d54112cc14ed4fed83dc	jmintz@cfefund.org	11/04/2020 15:48:18 pm UTC	11/04/2020 15:48:17 pm UTC	68.199.19.227
SignNow Web Application	Added a Text	jmintz@cfefund.org	11/04/2020 15:48:18 pm UTC	11/04/2020 15:48:17 pm UTC	68.199.19.227
SignNow Web Application	Document Saved	jmintz@cfefund.org	11/04/2020 15:48:18 pm UTC	11/04/2020 15:48:17 pm UTC	68.199.19.227
SignNow Web Application	Viewed the Document	sschwartz@cfefund.org	11/04/2020 15:55:10 pm UTC	11/04/2020 15:55:12 pm UTC	108.6.210.135
SignNow Web Application	Document Downloaded	sschwartz@cfefund.org	11/04/2020 15:55:16 pm UTC	11/04/2020 15:55:17 pm UTC	108.6.210.135
SignNow Web Application	Viewed the Document	sschwartz@cfefund.org	11/10/2020 19:05:26 pm UTC	11/10/2020 19:05:26 pm UTC	108.6.210.135