

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



**ITEM: 3.4
(ID # 14312)**

MEETING DATE:
Tuesday, January 26, 2021

FROM: EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Ratify and Approve the Subrecipient Agreement and Amendment No. 1 with Coachella Valley Rescue Mission for Summer Sheltering Services in Response to COVID-19 without seeking competitive bids for the period of March 1, 2020 through October 31, 2020, District 4. [Total Cost \$300,000, Federal Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Subrecipient Agreement with Coachella Valley Rescue Mission for summer sheltering services in response to COVID-19 without seeking competitive bids in the amount not to exceed \$300,000 for the period March 1, 2020 through September 30, 2020, and authorize the Chairman of the Board to sign the Agreement;
2. Ratify and approve Amendment No. 1 to the Subrecipient Agreement with Coachella Valley Rescue Mission for summer sheltering services in response to COVID-19 to extend the contract period for an additional month through October 31, 2020 with no change in the original contract amount of \$300,000 and authorize the Chairman of the Board to sign the Amendment on behalf of the County.


ACTION:


Ramon A. Leon, DEPUTY DIRECTOR OF EMERGENCY MGMT DEPT 1/12/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Spiegel 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
Absent: None
Date: January 26, 2021
xc: EMD

Kecia R. Harper
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 300,000	\$ 0	\$ 300,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Funds			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The purpose of the Subrecipient Agreement with Coachella Valley Rescue Mission (CVRM) is to provide summer sheltering services to address extreme heat and to prevent the spread of COVID-19 amongst the homeless population. As part of the agreement, Coachella Valley Rescue Mission will coordinate with public and private entities providing homeless support services and register its agency with 2-1-1 Riverside County.

Coachella Valley Rescue Mission will provide services to 90 homeless individuals, free of charge for up to ninety (90) days, consisting of a sixty (60) day initial stay with thirty (30) additional days of extended stay as needed and for good cause. Three separate locations will service homeless individuals at: 1) 1555 East Alejo Road, Palm Springs, CA 92262; 2) 67290 Estrella, Desert Hot Springs, CA 92240; and 3) 67491 E. Palm Canyon Drive, Cathedral City, CA 92234. All staff and customers will be screened for COVID-19 symptoms prior to facility entry and provide direct referral to health resources for those exhibiting symptoms.

The original agreement (EMD-EMARC-95255-001) period of performance was from March 1, 2020 through September 30, 2020. Amendment No. 1 to the Agreement extends the period of performance from March 1, 2020 through October 31, 2020 and provides for budget adjustments.

Impact on Residents and Businesses

The summer sheltering services provide vital survival resources for homeless individuals in Riverside County who have no alternate housing options during the COVID-19 pandemic. CVRM will ensure that Riverside County homeless individuals are not turned away while there is bed availability, and all other criteria is met.

Additional Fiscal Information

The programs and personnel provided by Coachella Valley Rescue Mission to support the summer sheltering services through October 31, 2020 pursuant to the Subrecipient Agreement EMD-EMARC-95255-001 and Amendment No. 1 to the Agreement are fully funded by the County's allocation of the Coronavirus Relief Fund (CARES Act Funding).

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

Contract History and Price Reasonableness

The requested service was initiated as a result of the COVID-19 pandemic. As per the Director of Emergency Services Emergency Procurement Order dated March 26, 2020, the competitive bidding process was suspended for necessary goods and services immediately needed in the County of Riverside's operations for the preservation of life and property during the existence of a Local Emergency in the County of Riverside regarding COVID-19.

ATTACHMENTS-

- Agreement #EMD-EMARC-95255-001
- Amendment No. 1 to Agreement #EMD-EMARC-95255-001


Cherilyn Williams

1/19/2021


Gregory V. Priarios, Director County Counsel

1/12/2021

**County of Riverside, Emergency Management Department (EMD)
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505**

and

**Coachella Valley Rescue Mission
Summer Sheltering Services in Response to COVID-19
EMD - EMARC-95255-001-09/20**

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LIST OF EXHIBITS

**EXHIBIT A - 2-1-1 RIVERSIDE COUNTY COMMUNITY SERVICES DIRECTOR AGENCY
INFORMATION FORM**

**EXHIBIT B - 2-1-1 RIVERSIDE COUNTY COMMUNITY SERVICES DIRECTOR PROGRAM
INFORMATION FORM**

This Agreement (EMD-EMARC-95255-001-09/20), (herein referred to as "Agreement"), is made and entered into effective July 1, 2020 by and between Coachella Valley Rescue Mission, a California nonprofit corporation, (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Emergency Management Department (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Agreement" refers to the terms and conditions, schedules, attachments, and exhibits included herein.
- B. "CONTRACTOR" refers to Coachella Valley Rescue Mission including its employees, agents, representatives, subcontractors, and suppliers.
- C. "Critical Incident(s)" refers to any event that may jeopardize the safety of Customers, staff or facilities. Examples include but are not limited to the following: physical altercations, fires, mandated reportable events (e.g., child or adult abuse), etc.
- D. "Customer(s)" refers to shelter seeker(s).
- E. "COUNTY" and/or "EMD" refers to the County of Riverside and its Emergency Management Department, which has administrative responsibility for this Agreement. EMD and COUNTY are used interchangeably in this Agreement.
- G. "ESSP" refers to the Emergency Summer Shelter Program designed to provide emergency shelter bed-nights and services to homeless individuals to address extreme heat conditions and to prevent the spread of COVID-19 amongst the unsheltered homeless population.
- H. "ESSP Period" refers to the period from July 1 through September 30.
- I. "ESG" refers to the Emergency Shelter Grant Program. ESG funds are used to help operate emergency shelters, to provide essential support services to residents, and to help prevent at-risk families or individuals from becoming homeless.
- J. "HMIS" refers to the web-based Homeless Management Information System connectivity. It is a computerized data collection system designed to capture Customer-level information over time on the characteristics and service needs of men, women and children experiencing homelessness.
- K. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the CONTRACTOR with a Subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- L. "Subcontractor" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another Subcontractor.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I- PII Privacy Security Standards, Attachment II- Assurance of Compliance, and Attachment III- EMD 2076A, EMD 2076B & Instructions.

3. **PERIOD OF PERFORMANCE**
This Agreement shall be effective July 1, 2020 ("Effective Date") and continues through September 30, 2020, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.
4. **COMPENSATION**
COUNTY shall pay CONTRACTOR for services performed, products provided or expenses incurred in accordance with Schedule A, - "Payment Provisions." 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 or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.
5. **AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS**
The obligation of COUNTY for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of COUNTY funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by the COUNTY Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.
6. **TERMINATION**
 - A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.
 - B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
 - C. After receipt of the notice of termination, CONTRACTOR shall:
 - (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
 - D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
 - E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

- F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.
7. **REQUEST FOR WAIVER AND WAIVER OF BREACH**
Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.
8. **TRANSITION PERIOD**
CONTRACTOR recognizes that the services under this Agreement are vital to COUNTY and must be continued without interruption and that, upon expiration, COUNTY or another contractor may continue the services outlined herein. CONTRACTOR agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of Customers or services to a successor.
9. **OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL**
All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of EMD. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by the CONTRACTOR in the United States or in any other country without the express written consent of EMD. EMD will have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
10. **CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST**
A. CONTRACTOR 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 CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or Subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
B. CONTRACTOR shall not, under any circumstances which could be perceived 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 CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.
11. **RECORDS, INSPECTIONS, AND AUDITS**
A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting CONTRACTOR performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.
B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. CONTRACTOR shall maintain these

records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.

- C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.
- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. CONTRACTOR shall ensure case record or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as

determining eligibility for, or enrollment in, and CONTRACTOR may collect PII for such purposes, to the extent such activities are authorized by law.

B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et.seq, and 45 CFR 205.50 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Customer, are allowable. Any other use or disclosure requires the express approval in writing of the COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment I into each Subcontract or sub-award to Subcontractors.

14. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, Subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

15. INSURANCE

A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, 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.

B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM 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.

C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY,

or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 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. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY 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 Agreement shall terminate forthwith, unless the COUNTY 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 coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR 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 to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

F. If, during the term of this 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.

H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.

I. CONTRACTOR 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 Agreement.

16. WORKER'S COMPENSATION

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Worker's 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, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

17. VEHICLE LIABILITY

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR 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 Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

18. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'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 Agreement or be no less than two (2) times the occurrence limit.

19. CYBER LIABILITY

CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the Agreement insurance for all claims arising out of their services including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

20. INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

21. **USE BY POLITICAL ENTITIES**
CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County, and to every political entity located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to CONTRACTOR; COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.
22. **LICENSES AND PERMITS**
If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, COUNTY, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.
23. **NO DEBARMENT OR SUSPENSION**
CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
24. **COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES**
CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY.
25. **EMPLOYMENT PRACTICES**
- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
 - B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; if applicable, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
 - C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
 - D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

- E. Employment Development Department reporting requirements: CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.
26. BACKGROUND CHECKS
CONTRACTOR shall conduct criminal background records checks on all employees, Subcontractors, and volunteers providing services under this Agreement. Prior to these individuals providing services to Customers, the CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.
27. PERSONNEL DISCLOSURE
A. Upon request by EMD, the CONTRACTOR agrees to make available to EMD a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
1. All staff who work full or part-time positions by title, including volunteer positions; and
 2. A brief description of the functions of each position and hours each position worked; and
 3. The professional degree, if applicable, and experience required for each position.
- B. EMD has the sole discretion to approve or not approve any person on the CONTRACTOR's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. EMD shall notify the CONTRACTOR in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the CONTRACTOR shall immediately remove that person from providing services under this Agreement.
28. LOBBYING
A. CONTRACTOR shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including Subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

29. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

30. SUBCONTRACTS

A. CONTRACTOR shall not enter into any Subcontract with any Subcontractor who:

(1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

(2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, violation of federal or state anti-trust status, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or

(4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

B. CONTRACTOR shall be fully responsible for the acts or omissions of its Subcontractors and the Subcontractors' employees.

C. CONTRACTOR shall insert clauses in all Subcontracts to bind its Subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any Subcontractor or supplier of CONTRACTOR and COUNTY.

31. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any county programs without prior approval of COUNTY.

32. ASSIGNMENT

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

33. **FORCE MAJEURE**
If either party is unable to comply with any provision of this 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.
34. **GOVERNING LAW**
This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court 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.
35. **DISPUTES**
- A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
- B. Prior to the filing of any legal action related to this 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 share the cost of the mediations.
36. **ADMINISTRATIVE/CONTRACT LIAISON**
Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.
37. **CIVIL RIGHTS COMPLIANCE**
- A. **Assurance of Compliance**
CONTRACTOR shall complete the "Assurance of Compliance with Riverside County Housing, Homelessness Prevention and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment II and return it to COUNTY along with the executed Agreement. CONTRACTOR shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.
- B. **Customer Complaints**
CONTRACTOR shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County EMD Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. CONTRACTOR must distribute to social service Customer that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Housing, Homelessness Prevention and Workforce Solutions
3403 10th St. Ste. 300
Riverside, CA 92501

C. Services, Benefits and Facilities

CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

D. Cultural Competency

CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between Customers and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the Customer in both languages.

38. NOTICES

All notices, claims, correspondence, invoices, other financial documents or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

COUNTY:
Emergency Management Department (EMD)
3403 10th St. Ste. 300
Riverside, CA 92501

CONTRACTOR:
Coachella Valley Rescue Mission

47-470 Van Buren St., Indio, CA 92201

39. SIGNED IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

40. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

41. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for Coachella Valley Rescue Mission <i>Darla Burkett</i>	Authorized Signature for County <i>George Johnson</i>
Printed Name of Person Signing: Darla Burkett <i>Darla Burkett</i>	Printed Name of Person Signing: George Johnson
Title: CEO <i>8-25-2020</i>	Title: County CEO
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL

BY: *Lisa Sanchez* *8/25/2020*
LISA SANCHEZ DATE

Schedule A
Payment Provisions

A.1 **MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS**

The total annual payments to CONTRACTOR shall not exceed:

SUMMER SHELTER PERIOD	PAYMENT
July 1, 2020 – September 30, 2020	\$300,000

A.2 **LINE ITEM BUDGET**

The CONTRACTOR shall be paid in accordance with the line-item budget shown below:

EXPENSES	COSTS
Salaries	\$58,000
Operations	\$215,000
Administrative	\$27,000

A.3 **METHOD, TIME, AND CONDITIONS OF PAYMENT**

- a. CONTRACTOR shall be paid for actual costs incurred. CONTRACTOR shall submit monthly itemized invoices to EMD for payment. All completed claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- b. For itemized invoices CONTRACTOR shall utilize the 2076A and 2076B Forms attached hereto as Attachment III following the instructions as set forth.
- c. CONTRACTOR shall provide the following supporting documentation along with the monthly invoice to justify invoice amounts; COUNTY may delay payment if the required supporting documentation is not provided:
 - a. Salary & Benefits – Payroll Register or Report; Time & Activity report.
 - b. Operating Expenses – Schedule or statement of costs; Allocation basis to EMD.
 - c. Equipment – Copy of invoice or receipt; Copy of check.
 - d. Customer Purchases – Customer purchase record; Copy of check.
Indirect Costs – Indirect cost schedule; Allocation basis to EMD.

A.4 **FINANCIAL RESOURCES**

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.5 **DISALLOWANCE**

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

B. SCOPE OF SERVICES
B.1 EMD RESPONSIBILITIES

EMD shall:

1. Assign EMD personnel to be the liaison between the CONTRACTOR and EMD.
2. Monitor the performance of the CONTRACTOR in meeting the terms, conditions, and services in this Agreement. EMD, at its sole discretion, may monitor the performance of the CONTRACTOR through any combination of the following methods: periodic on-site visits and inspections, evaluations, and CONTRACTOR self-monitoring.

B.2 CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall:

1. Assign a liaison between the CONTRACTOR and EMD.
2. Provide Summer Sheltering Services to address extreme heat and to prevent the spread of COVID-19 amongst the homeless population.
3. Service shall be provided to 90 homeless persons free of charge, at the following locations: 1) 1555 East Alejo Road, Palm Springs, CA 92262; 2) 67290 Estrella, Desert Hot Springs, CA 92240; and 3) 67491 E. Palm Canyon Drive, Cathedral City, CA 92234, for up to ninety (90) days, consisting of a sixty- (60) day initial stay with thirty (30) additional days of extended stay as needed and for good cause. Customers seeking to re-enter the shelter who have used their ninety (90) days, shall not be served until all new Customers have been served.
4. Shelter services will be on a first come first serve basis, however, The County of Riverside homeless individuals shall be served on a priority basis before non-county homeless individuals. CONTRACTOR shall ensure that Riverside County homeless individuals are not turned away while there is bed availability and all other criteria is met.
5. Make available for each Customer clean blankets and towels. Mats shall be cleaned on a daily basis. "Hot water" is defined as 120 degrees Fahrenheit.
6. Provide a sleeping space that is not less than six (6) feet in any direction from another Customer's sleeping space. Cots or beds with mattresses are preferable. Mats placed directly on the floor shall only be used as a bed choice of last resort.
7. Maintain compliance with all orders and guidance to prevent the spread of COVID-19. This includes local and state public health orders and guidance from the Centers for Disease Control (CDC). Services must be provided in a manner which facilitates social distancing for staff and customers. Protective Personal Equipment shall be provided to staff and customers as needed. Cloth masks must be worn at all possible times. Customers should be provided access to wash hands and maintain proper hygiene as needed.

8. Maintain the shelter in compliance with all applicable laws.
9. Ensure that no drugs, alcohol or weapons are allowed on the premises at any time.
10. Screen all staff and customers for COVID-19 symptoms prior to facility entry and provide direct referral to health resources for those exhibiting symptoms.
11. Provide a morning and evening meal on site to all interested Customers on a daily basis. Drinking water shall be made available at all times. A copy of each week's menu shall be maintained on site by CONTRACTOR for EMD review.
12. The morning meal should include, at a minimum, hot and cold beverages and cereal or pastry.
13. The evening meal should include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit.
14. Adhere to State and local health and safety regulations on the preparation and handling of meals and maintenance of kitchen facilities.
15. Assist all interested Customers with referral or access to services such as health care, social services, employment services, mainstream benefits programs, vocational services, legal assistance, etc.
16. Maintain case files on each Customer that contain, at a minimum, detailed and legible case notes describing referrals made during the Customer's stay at the shelter.
17. Maintain written records on site of the following for EMD review:
 - A. Monthly drills to facilitate the evacuation of the shelter in case of fire or natural disaster.
 - B. Daily personal and property searches for every Customer entering the shelter. This provision will also be included in the shelter's rules and guidelines.
18. Post shelter rules and guidelines in English and Spanish in a conspicuous place.
19. Maintain and post in a conspicuous place a Customer grievance procedure.
20. Ensure that Customers do not loiter nor deposit their belongings outside the shelter or in the neighboring vicinity as to disturb neighbors or neighboring property.
21. Adequately staff the shelter to administer the program. No less than two (2) staff members should be on any one work shift while Customers are inside the shelter.
22. Participate in the HMIS. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required Customer data on a regular basis.
23. Ensure that employees using HMIS for Customer intake capture all required data fields, as set forth in the Housing and Homeless Coalition for Riverside County's HMIS Policies and Procedures Manual, which is located on the DPSS Homeless Program Unit website <http://dpss.co.riverside.ca.us/files/pdf/hmis/policies/2017/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf>.

24. Clear all Customers through the California Sex Offenders Registry, located on the California Office of the Attorney General website: (<http://www.meganslaw.ca.gov/index.aspx?lang=ENGLISH>).
25. Coordinate with public and private entities providing homeless support services.
26. Coordinate with residents of the surrounding neighborhood to mitigate their concerns regarding the impact of the shelters on the neighborhood to the greatest extent possible.
27. Participate in a program-effectiveness study should one be conducted by EMD.
28. Participate regularly in the Continuum of Care meetings.
29. Prohibit entry into the shelter when there is a reasonable suspicion that the Customer is intoxicated and/or under the influence of an illicit substance
30. Notify EMD within a reasonable amount of time, of any Critical Incidents.
31. Notify EMD, in writing, of the number of beds and/or the quality or quantity of case management and supportive services is going to be altered anytime during the contract term. EMD must be notified of these changes at least thirty (30) days in advance of implementing changes or enhancements.

EMD
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

32. Register its agency and/or program, as funded by EMD, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as **Exhibits A and B**, respectively, and incorporated herein by these references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

The CONTRACTOR may contact 2-1-1 by one of the following methods:

Telephone	(800) 464-1123 or (951) 686-4402 Monday through Friday - 8:00 am to 5:00 pm
U.S. Postal Service	P.O. 5376, Riverside, CA 92517-5376
E-mail	211info@vcrivco.org

Schedule C
Federal Provisions

I. DEFINITIONS

- A. Government** means the United States of America and any executive department or agency thereof.
- B. FEMA** means the Federal Emergency Management Agency.
- C. Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

- A.** Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

- A.** The Contractor agrees to provide the EMD, the State of California, FEMA, the Comptroller General of the United States or any their authorized representatives access to any work sites pertaining to the work being completed under this Agreement, and any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C.** The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date EMD makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the EMD, State of California, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

IV. DEBARMENT AND SUSPENSION

- A.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B.** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.

- C. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment C1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment C1, Contractor is the "prospective lower tier participant."
- D. The Contractor further agrees that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by EMD. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, and EMD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A. EMD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the EMD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 60-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4(b) is hereby incorporated by reference.

- A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VII. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair work above \$2,000 when the Davis-Bacon Act also applies)
Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874, 40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 CFR Part 3), which are incorporated by reference herein.

- A. This clause, and any other clauses as FEMA may by appropriate instructions require, shall be inserted into any subcontracts, and lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor.
- B. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as provided in 29 CFR § 5.12.

VIII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of EMD's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

- A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. Additionally, wages are required to be paid not less than once a week.
- B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Riverside." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of paragraph B of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. **Withholding for unpaid wages and liquidated damages:** EMD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause

to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

E. Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- A.** Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
- 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
 - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

- A. General.** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, EMD and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- B.** Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), EMD and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- C.** The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XII. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess of \$150,000)

- A.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1388).
- B.** Contractor agrees to report each violation of these requirements to EMD and understands and agrees that EMD will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency (EPA) Regional Office.
- C.** The Contractor agrees to include these requirements in each third party subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIII. TERMINATION FOR CONVENIENCE (applicable to all contracts in excess of \$10,000)

See Section 6 of the Agreement.

XIV. TERMINATION FOR DEFAULT (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Section 6. of the Agreement.

XV. CHANGES.

See Section 40 of the Agreement.

XVI. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

- A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to EMD.
- B. Contractor agrees to the provisions of Attachment C2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C. Contractor agrees to include these requirements in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XVII. MBE / WBE REQUIREMENTS

EMD intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the Contractor shall take all necessary affirmative steps to procure Minority and Women's Business Enterprises, and labor surplus area firms ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XVIII. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated item unless the product cannot be acquired-
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XIX. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference, including but not limited to procurement standards for non-Federal entities found in 2 CFR 200.318-326. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement and where in direct conflict, the most restrictive rule shall control. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any EMD requests that would cause EMD to be in violation of the FEMA terms and conditions.

XX. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

XXI. DHS SEAL, LOGO, AND FLAGS.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Attachment C1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, EMD may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Darla Gunketh
Contractor Signature

8-25-2020
Date

Attachment C2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Dasla Burkett

Contractor Signature

8-25-2020

Date

Dasla Burkett, Executive Director
Contractor Name and Title

I. PHYSICAL SECURITY

The Contractor shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the Contractor facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 1. Properly coded key cards
 2. Authorized door keys
 3. Official identification
- C. Issue identification badges to Contractor staff.
- D. Require Contractor staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special

Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.**
 - 1. All users must be issued a unique user name for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!,@,#, etc.)
- H. **Data Destruction.** When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. **System Timeout.** The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
 - 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. System Logging.
 - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
 - 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 - 3. If PII is stored in a database, database logging functionality shall be enabled.
 - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission Encryption.
 - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
 - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

- A. System Security Review.
 - 1. The Contractor must ensure audit control mechanisms are in place.
 - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 - 3. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or

situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
 - 1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - 3. The procedures shall include storing backups offsite.
 - 4. The procedures shall ensure an inventory of backup media.
 - 5. The Contractor shall have established documented procedures to recover PII data.
 - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.
- V. PAPER DOCUMENT CONTROLS
 - A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
 - B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
 - C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
 - D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
 - E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
 - F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.
 - G. Faxing.
 - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
 - H. Mailing.
 - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.

2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. **NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS**

During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Contractor shall immediately notify the County when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The County contact for such notification is as follows:

Breaches should be referred to:

Civil Rights Coordinator
Riverside County Housing, Homelessness Prevention and Workforce Solutions
3403 10th St. Ste. 300
Riverside, CA 92501

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Coachella Valley Rescue Mission

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

8-25-2020
Date

Donna Smith
Director's Signature

47470 Van Buren, Indio
Address of Vendor/Recipient
(08/13/01)

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE
HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS

CONTRACTOR PAYMENT REQUEST

To: Riverside County
Housing, Homelessness Prevention
and Workforce Solutions

3403 10th St. Ste. 300
Riverside, CA 92503

From: _____
Remit to Name _____
Address _____
Contractor Name _____
Contract Number _____

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

Advance Payment \$ _____
(if allowed by Contract/MOU)

Actual Payment \$ _____
(Same amount as 2076B if needed)

Unit of Service Payment \$ _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR EMD USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____
Management Reporting Unit _____ Date _____
Contracts Administration Unit _____ Date _____
General Accounting Section _____ Date _____

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all EMD Forms.)

**2076A
CONTRACTOR PAYMENT REQUEST**

"Remit to Name"

The legal name of your agency.

"Address"

The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contractor Name"

Business name, if different than legal name (if not leave blank).

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR EMD USE ONLY AND SHOULD BE LEFT BLANK.

2076B

CONTRACTOR EXPINDETURE REPORT

When completed, this form is attached to the front of your invoices, and behind 2076A. Only if Contract/MOU contains a line item budget, or you are to report match, or client contains a line item budget, or you are to report match, or client fees collected.

"Contractor Name"

Business name, if different than legal name (if not leave blank).

"Actual Expenditures For"

The billing period you are requesting payment for.

"Contractor Number"

Can be found on the first page of your contract.

"Approved Budget Amount"

Current itemized budget amount as approved (or amended) in accordance with the Fiscal Provisions of your executed Contract/MOU agreement.

"Current Expenditures"

Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"

Cumulative expenditures from previous billings plus current expenditures.

"Unexpected Budget Amount"

Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"

If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank. The same documentation is required for match as for actual reimbursable costs.

"Client Fees Collected"

If your contract allows you to collect client fees fill in the total amount collected (if not specifically addressed in your Contract/MOU you may not collect additional fees from the client).

EVERYTHIN BELOW THE THICK SOLID LINE IS FOR EMD USE ONLY AND SHOULD BE LEFT BLANK.



Submitted/Updated by: _____	Date: _____
Approved by: _____	Date: _____
Entered by: _____	Date: _____
Reviewed by: _____	Date: _____

Riverside County Community Services Directory
AGENCY INFORMATION FORM

Information on this form should pertain to the agency only.
Please use the Program Information form to add or change program details.

Agency Name: Coachella Valley Rescue Mission

List Aliases/ known abbreviations/ other names: CV Rescue Mission, CVRM

Physical Address: 47470 Van Buren Street

City: Indio State: CA Zip code: 92201

Confidential location: Yes No

Handicap accessible? Yes No

Mailing Address: PO Box 10660

City: Indio State: CA Zip code: 92202.2564

Main Phone: 760.347.3512 Alternative Phone: 702.762.4693

Fax: 760.347.8073 TDD/TYY: _____

Hotline: 760-851-2160 Other: _____

Website: www.CVRM.org

E-mail: info@cvmr.org

Legal Status

- | | | | |
|---|--|---------------------------------------|---|
| <input checked="" type="checkbox"/> Private, non-profit | <input type="checkbox"/> Public-County | <input type="checkbox"/> Public-State | <input type="checkbox"/> Public-Federal |
| <input checked="" type="checkbox"/> Faith Based | <input type="checkbox"/> For Profit | <input type="checkbox"/> Other _____ | |

Tax Classification: 501c3

Year of Incorporation: 1971

Office Days and Hours: M-F 8-4:00

Eligibility/ Target Population: Homeless, near homeless, hungry men, women and children

Agency Description: CVRM provides emergency food and shelter to men, women and children. There are programs available for up to 90 men and 60 women and children. We also provide emergency overnight shelter for up to 100 people. Public meals are available for Breakfast and Dinner.

Languages spoken other than English: Spanish

Agency Information
Page 1 of 2
Please complete both pages

Fees:

No Cost

Vary

Low Cost

Sliding Fee

Donation

Other _____

Method of Payment

Medi-Cal

Cash

Credit Cards

Personal Check

Personnel

Agency Director: Darla Burkett

Phone: 760.347.3512 x 222

Contact Name: Thomas Sampson

Phone: 760.347.3512 x 251

Title: Executive Director

Email: dburkett@cvrn.org

Title: Director of Programs

Email: tsampson@cvrn.org

Any additional information you would like us to be aware of?

CVRM offers emergency overnight shelter 365 days/ year for up to 150 men, women and children. There are 3 locations of shelter for homeless individuals. These 3 shelters provide refuge, water, showers, clothes, referrals (Identification), Hot meals and snacks.

Submitted by: Scott Wolf, Director of Development

Phone: 760.347.3512 x 239

Date : 07.20.2020



Please enclose your brochure and return to
2-1-1 Riverside County
P.O Box 5376
Riverside, CA 92517-5376
Phone: (951) 328-8290
Fax: (951) 686-7417

On a motion of Supervisor Hewitt, seconded by Supervisor Spiegel and duly carried by unanimous vote, Item 3.4, January 26, 2021 is ratified and approved.

ROLL CALL:

Ayes: Spiegel, Jeffries, Washington, Perez and Hewitt

Nays: None

Absent: None

Abstained:

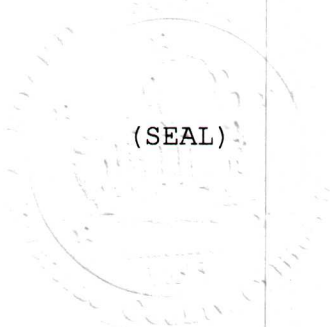
BOARD OF SUPERVISORS OF THE COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA

By: Karen S. Spiegel
Chair

ATTEST:

CLERK OF THE BOARD:

By: Russula Kaso
Deputy



County of Riverside, Emergency Management Department (EMD)
AMENDMENT # 1
 Coachella Valley Rescue Mission
 Summer Sheltering Services in Response to COVID-19
 EMD-EMARC-95255-001-09/20

This Amendment # 1 to the EMD-EMARC-95255-001-09/20 Agreement for the Summer Sheltering Services in Response to COVID-19 (herein referred to as "Amendment # 1") is made and entered into by and between Coachella Valley Rescue Mission, a California nonprofit corporation, (herein referred to as "CONTRACTOR") and the County of Riverside, a political subdivision of the State of California, on behalf of its Emergency Management Department (EMD) (herein referred to as "COUNTY").

WHEREAS, COUNTY and CONTRACTOR entered into that certain agreement for Summer Sheltering Services in Response to COVID-19, EMD-EMARC-95255-001-09/20, effective July 1, 2020 through September 30, 2020, (herein referred to as "Agreement"); and

WHEREAS, the parties now desire to amend the Agreement's effective date, period of performance, and budget table to include services provided hereunder from March 1, 2020 through October 31, 2020;

NOW THEREFORE, in consideration of their mutual covenants, the parties agree to amend the Agreement according to the terms and in the manner set forth herein:

1. Amend Section A.1 of Schedule A, Payment Provisions, of the Agreement to read:

- A.1 **MAXIMUM AMOUNTS-ANNUAL AND AGGREGATE TOTALS**
 The total annual payments to CONTRACTOR shall not exceed:

SHELTER PERIOD	PAYMENT
Cooling Center (March 1, 2020 – October 31, 2020)	\$300,000

2. Amend Section A.2 of Schedule A, Payment Provisions, of the Agreement to read:

- A.2 **LINE ITEM BUDGET**

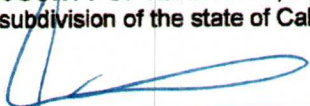
For Cooling Center costs (March 1, 2020 – October 31, 2020), the CONTRACTOR shall be paid in accordance with the line-item budget shown below:

EXPENSES	COST
Cooling Center Staff Salaries/Benefits	\$60,523.83
Cooling Center Operations	\$213,245.86
Cooling Center Administrative Costs	\$26,230.31

3. Add a new Section A.6 to Schedule A, Payment Provisions, of the Agreement to read:
 - A.6 **BUDGET MODIFICATIONS**
 Subrecipient may request a budget modification to fully utilize the funds awarded. Any budget modification must be requested by the CONTRACTOR in writing. Budgeted funds to be transferred between line items will be reviewed by HHPWS for approval. The overall grant amount shall remain unchanged.
4. Amend Section 3, Period of Performance, of the Agreement to reflect a performance period effective from March 1, 2020 through October 31, 2020.
5. **Effective Date.** This Amendment #1 to the Agreement shall be effective March 1, 2020.
6. **Miscellaneous.** All other terms and conditions of this Agreement not modified herein shall remain unchanged and in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment # 1 to the EMD-EMARC-95255-001-09/20 Agreement.

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



 Juan C. Perez
 Interim County Executive Officer

 Date

12/22/20

Coachella Valley Rescue Mission
 a California nonprofit corporation



 Darla Burkett
 Chief Executive Officer

 Date

12-17-2020

FORM APPROVED COUNTY COUNSEL

BY:  12/18/2020
 LISA SANCHEZ DATE

County of Riverside, Emergency Management Department (EMD)
AMENDMENT # 1
 Coachella Valley Rescue Mission
 Summer Sheltering Services in Response to COVID-19
 EMD-EMARC-95255-001-09/20

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WHEREAS, COUNTY and CONTRACTOR entered into that certain agreement for Summer Sheltering Services in Response to COVID-19, EMD-EMARC-95255-001-09/20, effective July 1, 2020 through September 30, 2020, (herein referred to as "Agreement"); and

WHEREAS, the parties now desire to amend the Agreement's effective date, period of performance, and budget table to include services provided hereunder from March 1, 2020 through October 31, 2020;

NOW THEREFORE, in consideration of their mutual covenants, the parties agree to amend the Agreement according to the terms and in the manner set forth herein:

1. Amend Section A.1 of Schedule A, Payment Provisions, of the Agreement to read:

- A.1 **MAXIMUM AMOUNTS-ANNUAL AND AGGREGATE TOTALS**
 The total annual payments to CONTRACTOR shall not exceed:

SHELTER PERIOD	PAYMENT
Cooling Center (March 1, 2020 – October 31, 2020)	\$300,000

2. Amend Section A.2 of Schedule A, Payment Provisions, of the Agreement to read:

- A.2 **LINE ITEM BUDGET**

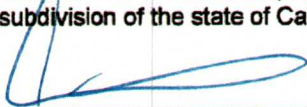
For Cooling Center costs (March 1, 2020 – October 31, 2020), the CONTRACTOR shall be paid in accordance with the line-item budget shown below:

EXPENSES	COST
Cooling Center Staff Salaries/Benefits	\$60,523.83
Cooling Center Operations	\$213,245.86
Cooling Center Administrative Costs	\$26,230.31

3. Add a new Section A.6 to Schedule A, Payment Provisions, of the Agreement to read:
 - A.6 **BUDGET MODIFICATIONS**
 Subrecipient may request a budget modification to fully utilize the funds awarded. Any budget modification must be requested by the CONTRACTOR in writing. Budgeted funds to be transferred between line items will be reviewed by HHPWS for approval. The overall grant amount shall remain unchanged.
4. Amend Section 3, Period of Performance, of the Agreement to reflect a performance period effective from March 1, 2020 through October 31, 2020.
5. **Effective Date.** This Amendment #1 to the Agreement shall be effective March 1, 2020.
6. **Miscellaneous.** All other terms and conditions of this Agreement not modified herein shall remain unchanged and in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment # 1 to the EMD-EMARC-95255-001-09/20 Agreement.

**COUNTY OF RIVERSIDE, a political
subdivision of the state of California**



 Juan C. Perez
 Interim County Executive Officer

 Date

12/22/20

**Coachella Valley Rescue Mission
a California nonprofit corporation**



 Darla Burkett
 Chief Executive Officer

 Date

12-17-2020

FORM APPROVED COUNTY COUNSEL

BY:  12/18/2020
 LISA SANCHEZ DATE

On a motion of Supervisor Hewitt, seconded by Supervisor Spiegel and duly carried by unanimous vote, Item 3.4, January 26, 2021 is ratified and approved.

ROLL CALL:

Ayes: Spiegel, Jeffries, Washington, Perez and Hewitt

Nays: None

Absent: None

Abstained:

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

By: Karen S. Spiegel
Chair

ATTEST:

CLERK OF THE BOARD:

By: [Signature]
Deputy

