

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



ITEM: 3.8
(ID # 17043)

MEETING DATE:

Tuesday, December 07, 2021

FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Ratify and Approve Agreements with Food Distributors for Food Bank Distribution created under the Emergency Procurement Order during the COVID-19 Response, All Districts. [FY20/21 Total \$1,935,949] 100% Federal Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Food Acquisition and Distribution Partnership Agreements with Food in Need of Distribution, Inc., dba FIND Food Bank, and Feeding America Riverside San Bernardino created under the Emergency Procurement Order during the COVID-19 response, in the sum total of \$1,450,109; and authorize the Chair of the Board to sign the Agreements on behalf of the County; and
2. Ratify and Approve the Private Nonprofit Mutual Assistance, Acquisition and Distribution Partnership Agreement with The Salvation Army created under the Emergency Procurement Order during the COVID-19 response, for a total aggregate amount of \$485,840; and authorize the Chair of the Board to sign the Agreement on behalf of the County.

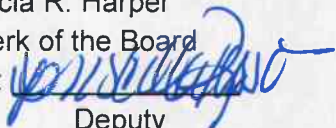
ACTION:Policy


Bruce Barton, EMD Director 11/18/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt 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: December 7, 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	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: 100% CARES Act Federal Funds			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Emergency Management Department (EMD) is requesting that the Board of Supervisors ratify the agreements with FIND Food Bank, Feeding America Riverside San Bernardino, and The Salvation Army for distribution of food-to-food banks and communities which were operational during the period May 2020 to December 30, 2020 due to the Coronavirus pandemic.

The County Public Health Officer proclaimed a Public Health Emergency on March 8, 2020, and the Board of Supervisors ratified the Public Health Emergency and proclaimed a Local Emergency on March 10, 2020. The County Executive Officer/Director of Emergency Services issued an Emergency Procurement order on March 26, 2020 under the authority of Ordinance Nos. 442, 459, and 533 suspending the competitive bidding process for necessary goods and services. This order remained in effect until May 12, 2021. The Emergency Operations Center (EOC) and Executive Policy Group worked together to ensure the proper resources were procured to supply response operations, partner agencies and our communities in order to save lives and reduce the impacts of COVID-19.

The County moved swiftly and decisively to deploy staff to the EOC and activated the Mass Care and Shelter Branch to work with county agencies to respond to needs of vulnerable communities.

Food banks were an essential aspect of assistance to needy families and individuals. Agreements were signed with Feeding America Riverside San Bernardino and FIND Food Bank to supply funding for acquisition and distribution of food items. The Salvation Army also distributed meals, food items, and other necessities in response to needs of vulnerable populations.

During the COVID response, EMD was assigned as the operating budget by the Executive Office and provided the funding to the Food Banks. Since the deactivation of the EOC, EMD has been bringing any agreements to the Board for ratification that surpassed \$100,000 while the Emergency Procurement Order was in effect.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Impact on Residents and Businesses

Food banks experienced high demand and the additional funding to FIND Food Bank, Feed America, and The Salvation Army allowed them to acquire more food for distribution to vulnerable populations through their network of community-based organizations offering assistance to needy families.

Additional Fiscal Information

The Food Acquisition and Distribution Agreements and the Private Nonprofit Mutual Assistance, Acquisition and Distribution Partnership Agreement are reimbursable 100% by federal funds.

Contract History and Price Reasonableness

The Food Acquisition and Distribution Agreements, and Private Nonprofit Mutual Assistance, Acquisition and Distribution Partnership Agreement provided funding for FIND Food Bank, Feed America, and The Salvation Army to acquire and distribute food to community-based organizations serving impacted populations in Riverside County, using the extensive networks established with their non-profit partner agencies and those identified by the County Mass Care and Shelter team. Invoices were provided documenting the expenditures.

Food Distribution Agreements	Amount Expended
Feeding America Riverside and San Bernardino	\$450,109
Food in Need of Distribution, DBA FIND Food Bank	\$1,000,000
The Salvation Army, for its California South Division	\$485,840


Suzanna Hickey, Assistant Director of Purchasing and Fleet Service

11/23/2021


Gregory L. Priamos, Director County Counsel

11/23/2021

**COUNTY OF RIVERSIDE
FOOD ACQUISITION AND DISTRIBUTION
PARTNERSHIP AGREEMENT**

This Agreement is entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, acting through the Riverside County Emergency Management Department ("EMD"), having its principal offices at 4210 Riverwalk Parkway, Riverside, California 92505, and Feeding America Riverside San Bernardino ("CONTRACTOR"), a domestic non-profit corporation with its principal offices at 2950 A Jefferson Street, Riverside, CA 92504. Together, the COUNTY and CONTRACTOR will be collectively referred to herein as the "Parties."

RECITALS

- A. The EMD has the duty and responsibility as the County's Emergency Management Organization, pursuant to County Ordinance 533.7.
- B. Feeding America is a 501(c)(3) domestic nonprofit corporation involved in the promotion and aid of local member food banks in securing food and other resources to freely distribute among those in need to reduce hunger and food insecurity in California.
- C. The World Health Organization (WHO) and the Centers for Disease Control and Prevention (CDC) have declared the coronavirus disease 2019 ("COVID-19") a pandemic.
- D. The President of the United States of America has declared the COVID-19 outbreak a national emergency and the U.S. Department of Health and Human Services Secretary has declared the COVID-19 outbreak a public health emergency.
- E. On March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19.
- F. On March 8, 2020, the Public Health Officer of the County of Riverside declared a Local Health Emergency based on an imminent and proximate threat to public health from the introduction of COVID-19 in the County of Riverside.
- G. On March 10, 2020, the Riverside County Board of Supervisors ratified and extended the Declaration of a Local Health Emergency by the Public Health Officer of the County of Riverside until its termination is proclaimed.

- H. On March 22, 2020, the President of the United States issued a major disaster declaration for the State of California as a result of the threat of COVID-19.
- I. The COVID-19 emergency has impacted food security in California, and emergency food distribution is necessary to protect public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties in acquiring and distributing food to community based organizations in Riverside County, both outside of and within CONTRACTOR's normal food bank distribution locations.

NOW, THEREFORE, the Parties hereto, intending to be legally bound, agree as follows:

TERMS OF AGREEMENT

AGREEMENT TERM

- 1. The term of this Agreement shall commence on March 1, 2020 and shall continue until December 30, 2020, or until the date of termination of the Local Health Emergency is proclaimed by the Riverside County Board of Supervisors, whichever is earlier.
- 2. The term of this Agreement may be extended upon written notice from the EMD to the CONTRACTOR, signed by the party to be bound.

SCOPE OF WORK

- 3. The CONTRACTOR shall use all funding provided under this Agreement to acquire and distribute food to community based organizations serving impacted populations in Riverside County, including transport, or providing accessibility of food with countywide non-participating entities who are listed by the COUNTY as well as organizations that are part of the CONTRACTOR's network.

COUNTY RESPONSIBILITIES

- 4. The COUNTY will provide CONTRACTOR a list of countywide 501(c)(3) community based organizations that are outside of CONTRACTOR's current network, attached hereto and incorporated herein as Exhibit D, to receive food by CONTRACTOR under this Agreement. For purposes of food

distribution pursuant to this Agreement, eligible community based organizations that are outside of CONTRACTOR's current network must meet all of the following criteria: (1) meet federal, state and local food safety standards; and (2) are registered with the Riverside County Health Department.

- a. The COUNTY will provide the CONTRACTOR with information about each organization's needs.
- b. This list is intended to supplement the CONTRACTOR's existing network of community based organizations.

CONTRACTOR RESPONSIBILITIES

5. CONTRACTOR agrees to waive its standard membership application process during the term of this Agreement and distribute food to the organizations identified by the COUNTY pursuant to Section 4 above. In accordance with IRS Code 170e3, CONTRACTOR will require non-partners to complete the Disaster Relief Program Agreement, an example of which is included herein as Exhibit E.
6. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible food acquisition and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly reimburse the CONTRACTOR for these costs, to the extent funds are available under this Agreement.
7. The CONTRACTOR shall include with the invoice the number of total community based organizations served by the CONTRACTOR and such other documentation as the COUNTY shall reasonably require. This documentation shall be submitted electronically to the COUNTY at the following email address: EMDFiscal@rivco.org.
8. The CONTRACTOR shall reasonably comply with any and all requests from the COUNTY seeking information and data including, but not limited to, types and sources of food and the expenditures related to the acquisition of food by the CONTRACTOR. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.
9. The CONTRACTOR shall submit a final report to the COUNTY no more than thirty (30) days following the expiration of this Agreement and shall account for final expenditure of the CONTRACTOR by submitting:
 - copies of proper documentation of expenditures not previously submitted; and

- any and all other documents requested by the COUNTY and related to the expenditures of the CONTRACTOR under this Agreement.

FUNDING REQUIREMENTS

10. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved community-based organizations. Such acquisition and distribution shall be in compliance with all applicable federal, state, and local laws, regulations, policies and directives.
 - a. CONTRACTOR acknowledges and agrees that this Agreement is subject to the federal requirements for seeking Federal Emergency Management Agency (FEMA) reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provisions of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern, unless the more restrictive provision herein is otherwise required to control as a condition of FEMA funding.
 - b. Should funding be allocated through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Coronavirus Relief Fund, the COUNTY will administer and distribute those funds in accordance with the CARES Act, which requires that payments from the Coronavirus Relief Fund only be used to cover expenses that:
 - i. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of this section) for the COUNTY; and
 - iii. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

COMPENSATION

11. The COUNTY shall reimburse CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of this Agreement. Maximum payments reimbursed by COUNTY to CONTRACTOR shall not exceed **Two Million Two Hundred Sixty Thousand Two Hundred Seventy Two dollars (\$2,260,272)**, including all expenses, for the costs of acquiring and distributing food to impacted populations and community-based organizations serving impacted populations in Riverside County.

- a. COUNTY is not responsible for any fees or costs incurred above or beyond the maximum amount provided herein and shall have no obligation to purchase any specified amount of services or products.
 - b. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
12. The maximum reimbursable amount set forth in Section 11 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
 13. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the availability of funding.
 14. In the event the CONTRACTOR receives payment under this Agreement, which is later properly disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

METHOD OF PAYMENT

15. CONTRACTOR shall be paid on a reimbursable basis only in accordance with an invoice submitted to COUNTY by CONTRACTOR. COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505
Email invoices to: EMDFiscal@rivco.org

- a. Each invoice shall contain a minimum of the following information: client name(s), invoice number and date; remittance address; bill-to addresses of ordering department; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
16. COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the

part of the COUNTY shall arise for payment beyond the termination date of this Agreement, unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

TERMS AND CONDITIONS

17. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
18. Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.
19. This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by the authorized representatives of both Parties.
20. CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.
21. The County shall not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform, a discretionary function or duty on the part of the County or any employee of the County in carrying out the provisions of the California Emergency Services Act (California Government Code Sections 8550 et seq.).
22. CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is

expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

There shall be no employer-employee relationship between the Parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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

24. The Parties agree to the following indemnification provisions:

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

- b. COUNTY shall indemnify and hold harmless the CONTRACTOR and its directors, officers, employees, agents and representatives (individually and collectively hereinafter referred to as Contractor Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of COUNTY, its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature, except where caused by the sole negligence, willful misconduct or material breach of this Agreement by CONTRACTOR. COUNTY shall defend the Contractor Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
 - c. With respect to any action or claim subject to indemnification herein by a party, the party shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the other party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the party's indemnification to the other party's Indemnitees as set forth herein.
25. Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the 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, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- A. Workers' Compensation:
If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.
 - B. Commercial General Liability:
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross

liability coverage, covering claims which may arise from or out of 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 \$2,000,000 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.

C. 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 the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the 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 this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation,

expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- 4) 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 coverage's 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.
- 5) It is understood and agreed to by the Parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 6) 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; 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 and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 9) 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.

26. 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 the COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision shall be made within ten (10) days after the dispute is referred to the COUNTY's Compliance Contract Officer. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been contrary to the express terms of the Agreement, fraudulent, capricious, arbitrary, or clearly erroneous. CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute unless the dispute regards the COUNTY's failure to timely pay invoices submitted by CONTRACTOR, in which case CONTRACTOR may suspend its performance until all past due invoices are paid in full.

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.

27. CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of COUNTY and in conformance to and consistent with the best practices of entities providing similar services in the State of California.

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

28. CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the

Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

29. 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. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

TERMINATION

30. The COUNTY may terminate this Agreement in whole, or in part, at any time prior to the completion of this Agreement:
- a. Without cause upon five (5) days written notice served upon CONTRACTOR, stating the extent and effective date of termination; or
 - b. Immediately for cause, whenever it is determined that the terms and conditions of the Agreement have not been met by the CONTRACTOR. Notification in writing of the termination, with effective date, will be made by the COUNTY. Payment or recoveries by the COUNTY shall be made in accordance with the legal rights and obligations of the Parties; or
 - c. In the event that anticipated funds from COUNTY are not obtained or continued at a sufficient level. Notification in writing of the termination, with effective date, will be made by the COUNTY.
 - d. After receipt of 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 and deliver in the manner as directed by COUNTY, any materials, reports, or other products which, if the Agreement had been

completed or continued, would have been required to be furnished to COUNTY

- e. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
 - f. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or willful or material breach of this Agreement by CONTRACTOR, unless COUNTY has provided a notice of default permitting CONTRACTOR an opportunity to cure; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
31. At any time, the COUNTY reserves the right to offset, withhold, deobligate, or recoup funds or future payments from the CONTRACTOR if the COUNTY determines that there has been a violation of this Agreement by the CONTRACTOR, or if the COUNTY determines that the CONTRACTOR's expenditures pursuant to this Agreement are or were not eligible, proper, or allowable.

NOTICES

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

COUNTY OF RIVERSIDE

Gayle Hoxter
Program Chief II
Riverside County Public Health

4210 Riverwalk Parkway
Riverside, CA 92505
(951) 358-5059
ghoxter@ruhealth.org

CONTRACTOR

Stephanie Otero, CPA
President & CEO
Feeding America Riverside San Bernardino
2950 A Jefferson Street
Riverside, CA 92504
(951-359-4757 ext 121
sotero@feedingamericaie.org

RECORDS AND AUDITS

33. CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the

nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

34. The COUNTY and the CONTRACTOR shall give federal and state agencies access to, and the right to examine and audit, all records and documents that are required under this Agreement. The COUNTY and the CONTRACTOR shall permit access to facilities, personnel, and other individuals and information that the federal or state agency may determine is necessary.
35. The COUNTY and the CONTRACTOR shall both establish internal personnel safeguards that will prohibit employees, CONTRACTORS, agents, member, or representatives from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other ties to the employee, CONTRACTOR, agent, member, or representative.

AUTHORITY TO EXECUTE AGREEMENT

36. This Agreement may be executed in two or more counterparts, each of which will be an original and all of which shall constitute a part of the Agreement. Executed counterparts may be delivered electronically, and the electronically delivered signatures of the Parties shall be deemed to constitute duplicate originals. Each individual executing this Agreement on behalf of the COUNTY or the CONTRACTOR represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the COUNTY or the CONTRACTOR.

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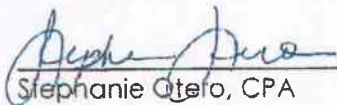
[Signatures on Following Page]

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[Signatures on Following Page]

By their signatures below, the Parties acknowledge that they have read the terms of this Agreement, understand the terms thereof, and are fully agreed thereto.

Feeding America Riverside / San Bernardino



Stephanie Qtero, CPA
President & CEO
Feeding America Riverside San Bernardino
2950 A Jefferson Street
Riverside, CA 92504
(951) 359-4757 ext 121
qtero@feedingamerica.org

7/29/20

Date

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

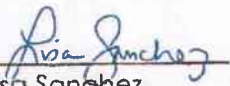


George Johnson
County Executive Officer / County of Riverside

8/17/20

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 

Lisa Sanchez
Deputy County Counsel

IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF RIVERSIDE

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: [Signature]
Deputy

EXHIBIT A
FEDERAL PROVISIONS
FEMA CONTRACT REQUIREMENTS

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 County, 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 County 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 County, 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 Exhibit B, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit B, 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 County. 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 County, 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.** County 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 County, 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 County'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:** County 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 forth in paragraph C of this section.
- E. Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 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, County 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), County 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 County and understands and agrees that County 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 30 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 30 of the Agreement.

XV. CHANGES.
See Sections 2 and 19 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 County.
- B. Contractor agrees to the provisions of Exhibit C, 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

County 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 County requests that would cause County 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, LOG, 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.

EXHIBIT B

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, County 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.


Contractor Signature

7/29/20
Date

Stephanie Otero CEO
Contractor Name and Title

EXHIBIT C
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.



Contractor Signature

7/29/20

Date

Stephanie Otis, CEO

Contractor Name and Title

**EXHIBIT D
COMMUNITY BASED ORGANIZATIONS
OUTSIDE OF CONTRACTORS CURRENT NETWORK**

Carol's Kitchen	Banning	157 W Nicolet Street
Family Services Calimesa	Calimesa	495 Center Street
Helping Hands	Canyon Lake	31566 Railroad Canyon Rd
Loaves & Fishes	Corona	1040 Acacia Street
Valley Pantry	Hemet	191 S Columbia St
Community First Church of God	Homeland	31371 Highway 74
Bread of Life	Lake Elsinore	21020 Malaga Road
MoVal Meals	Moreno Valley	14075 Frederick Street
Crossword Church	Moreno Valley	21401 Box Springs Road
Abiding Love	Perris	29430 Highway 243
Saint James Community Pantry	Perris	269 W. Third Street
Mt. Rubidoux SDA Church	Riverside	5320 Victoria Ave
Arlington United Methodist Church	Riverside	9395 Magnolia Ave
Arlington Temporary Assistance	Riverside	9000 Arlington Ave
Casa Blanca Home of Neighborly Services	Riverside	7680 Casa Blanca Street
Disabled American Veterans Pantry	Riverside	4351 University Ave
Salvation Army Riverside	Riverside	3695 First Street
San Jacinto United Methodist Church	San Jacinto	210 S San Jacinto Ave
Friends Uniting Neighbors	Temecula	31805 Temecula Parkway #218
St. Vincent de Paul	Temecula	41875 C Street
Community Mission of Hope	Temecula	41760 Rider Way

**EXHIBIT E
COMMUNITY BASED ORGANIZATIONS
DISASTER RELIEF PROGRAM AGREEMENT**

Disaster Relief Program Agreement

This document is an agreement made between Food Bank of Central & Eastern North Carolina (hereinafter referred to as FBCENC) located at 1924 Capital Blvd., Raleigh, NC 27604 and _____ located at _____ (hereinafter referred to as "Disaster Relief Program").

The Disaster Relief Program agrees to all of the following terms and conditions of this agreement:

1. The Disaster Relief Program agrees that it will only distribute donated products to persons who are affected by the disaster (i.e. hurricane, flooding, fire, tornado, etc.).
2. The Disaster Relief Program agrees that it will distribute the donated products (food and non-food items) obtained from FBCENC free of charge (not in exchange for money, volunteer hours, services or other consideration).
3. The Disaster Relief Program agrees to safely and properly handle the donated Product, which conforms to all Local, State and Federal regulations.
4. The Disaster Relief Program agrees to adhere to additional donor stipulations.
5. The Disaster Relief Program agrees that it will abide by the policies, procedures and record keeping requirements of the FBCENC.
6. The Disaster Relief Program agrees that all items are accepted in "as is" condition.
7. The Disaster Relief Program agrees that it will not engage in discrimination, in the provision of service against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.
8. The Disaster Relief Program will allow the FBCENC to monitor the program if requested.
9. The original Donor, the FBCENC, and Feeding America are released by the Member Program from any liabilities resulting from the donated Product.
10. The original Donor, the FBCENC, and Feeding America are held harmless from any claims or obligations in regard to the Member Program or the donated Product.
11. The original Donor, the FBCENC, and Feeding America offer no express warranties in relation to the Product.
12. The Disaster Relief Program is not allowed to sub-distribute donated product to any organization, agency, partner, or entity other than a qualifying client affected by the disaster.

The Disaster Relief Program's authorized representative's signature below confirms that the Disaster Relief Program is accepting and agrees to abide by all terms of this agreement.

Disaster Relief Program's Signature (must be signed by the highest authority in the organization, which is responsible for any and all actions of the organization)

Date

Disaster Relief Program's signer's printed name

FBCENC Representative signature

Date

FBCENC Representative printed name



**COUNTY OF RIVERSIDE
FOOD ACQUISITION AND DISTRIBUTION
PARTNERSHIP AGREEMENT**

This Agreement is entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, acting through the Riverside County Emergency Management Department ("EMD"), having its principal offices at 4210 Riverwalk Parkway, Riverside, California 92505, and Food In Need of Distribution, Inc., dba FIND Food Bank ("CONTRACTOR"), a domestic non-profit corporation with its principal offices at 83775 Citrus Avenue, Indio, CA 92201. Together, the COUNTY and CONTRACTOR will be collectively referred to herein as the "Parties."

RECITALS

- A. The EMD has the duty and responsibility as the County's Emergency Management Organization, pursuant to County Ordinance 533.7.
- B. FIND Food Bank is a 501(c)(3) domestic nonprofit corporation involved in the promotion and aid of local member food banks in securing food and other resources to freely distribute among those in need to reduce hunger and food insecurity in California.
- C. The World Health Organization (WHO) and the Centers for Disease Control and Prevention (CDC) have declared the coronavirus disease 2019 ("COVID-19") a pandemic.
- D. The President of the United States of America has declared the COVID-19 outbreak a national emergency and the U.S. Department of Health and Human Services Secretary has declared the COVID-19 outbreak a public health emergency.
- E. On March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19.
- F. On March 8, 2020, the Public Health Officer of the County of Riverside declared a Local Health Emergency based on an imminent and proximate threat to public health from the introduction of COVID-19 in the County of Riverside.
- G. On March 10, 2020, the Riverside County Board of Supervisors ratified and extended the Declaration of a Local Health Emergency by the Public Health Officer of the County of Riverside until its termination is proclaimed.

- H. On March 22, 2020, the President of the United States issued a major disaster declaration for the State of California as a result of the threat of COVID-19.
- I. The COVID-19 emergency has impacted food security in California, and emergency food distribution is necessary to protect public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties in acquiring and distributing food to community based organizations in Riverside County, both outside of and within CONTRACTOR's normal food bank distribution locations.

NOW, THEREFORE, the Parties hereto, intending to be legally bound, agree as follows:

TERMS OF AGREEMENT

AGREEMENT TERM

1. The term of this Agreement shall commence on March 1, 2020 and shall continue until December 30, 2020, or until the date of termination of the Local Health Emergency is proclaimed by the Riverside County Board of Supervisors, whichever is earlier.
2. The term of this Agreement may be extended upon written notice from the EMD to the CONTRACTOR, signed by the party to be bound.

SCOPE OF WORK

3. The CONTRACTOR shall use all funding provided under this Agreement to acquire and distribute food to community based organizations serving impacted populations in Riverside County, including transport, or providing accessibility of food with countywide non-participating entities who are listed by the COUNTY as well as organizations that are part of the CONTRACTOR's network.

COUNTY RESPONSIBILITIES

4. The COUNTY will provide CONTRACTOR a list of countywide 501(c)(3) community based organizations that are outside of CONTRACTOR's current network, attached hereto and incorporated herein as Exhibit D, to receive

food by CONTRACTOR under this Agreement. For purposes of food distribution pursuant to this Agreement, eligible community based organizations that are outside of CONTRACTOR's current network must meet all of the following criteria: (1) meet federal, state and local food safety standards; and (2) are registered with the Riverside County Health Department.

- a. The COUNTY will provide the CONTRACTOR with information about each organization's needs.
- b. This list is intended to supplement the CONTRACTOR's existing network of community based organizations.

CONTRACTOR RESPONSIBILITIES

5. CONTRACTOR agrees to waive its standard membership application process during the term of this Agreement and distribute food to the organizations identified by the COUNTY pursuant to Section 4 above.
6. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible food acquisition and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly reimburse the CONTRACTOR for these costs, to the extent funds are available under this Agreement.
7. The CONTRACTOR shall include with the invoice the number of total community based organizations served by the CONTRACTOR and such other documentation as the COUNTY shall reasonably require. This documentation shall be submitted electronically to the COUNTY at the following email address: EMDFiscal@rivco.org.
8. The CONTRACTOR shall reasonably comply with any and all requests from the COUNTY seeking information and data including, but not limited to, types and sources of food and the expenditures related to the acquisition of food by the CONTRACTOR. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.
9. The CONTRACTOR shall submit a final report to the COUNTY no more than thirty (30) days following the expiration of this Agreement and shall account for final expenditure of the CONTRACTOR by submitting:
 - copies of proper documentation of expenditures not previously submitted; and

- any and all other documents requested by the COUNTY and related to the expenditures of the CONTRACTOR under this Agreement.

FUNDING REQUIREMENTS

10. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved community-based organizations. Such acquisition and distribution shall be in compliance with all applicable federal, state, and local laws, regulations, policies and directives.
 - a. CONTRACTOR acknowledges and agrees that this Agreement is subject to the federal requirements for seeking Federal Emergency Management Agency (FEMA) reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provisions of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern, unless the more restrictive provision herein is otherwise required to control as a condition of FEMA funding.
 - b. Should funding be allocated through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Coronavirus Relief Fund, the COUNTY will administer and distribute those funds in accordance with the CARES Act, which requires that payments from the Coronavirus Relief Fund only be used to cover expenses that:
 - i. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of this section) for the COUNTY; and
 - iii. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

COMPENSATION

11. The COUNTY shall reimburse CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of this Agreement. Maximum payments reimbursed by COUNTY to CONTRACTOR shall not exceed **One Million dollars (\$1,000,000)**, including all expenses, for the costs of acquiring and distributing food to impacted populations and community-based organizations serving impacted populations in Riverside County.

- a. COUNTY is not responsible for any fees or costs incurred above or beyond the maximum amount provided herein and shall have no obligation to purchase any specified amount of services or products.
 - b. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
12. The maximum reimbursable amount set forth in Section 11 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
 13. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the availability of funding.
 14. In the event the CONTRACTOR receives payment under this Agreement, which is later properly disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

METHOD OF PAYMENT

15. CONTRACTOR shall be paid on a reimbursable basis only in accordance with an invoice submitted to COUNTY by CONTRACTOR. COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505
Email invoices to: EMDFiscal@rivco.org

- a. Each invoice shall contain a minimum of the following information: client name(s), invoice number and date; remittance address; bill-to addresses of ordering department; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
16. COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, Government agencies are not allowed to pay excess interest and late

charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond the termination date of this Agreement, unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

TERMS AND CONDITIONS

17. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
18. Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.
19. This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by the authorized representatives of both Parties.
20. CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.
21. The COUNTY shall not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform, a discretionary function or duty on the part of the COUNTY or any employee of the COUNTY in carrying out the provisions of the California Emergency Services Act (California Government Code Sections 8550 et seq.).

22. CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

There shall be no employer-employee relationship between the Parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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

24. The Parties agree to the following indemnification provisions:

a. CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as County Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature, except where caused by the sole negligence, willful misconduct or material breach of this Agreement by COUNTY. CONTRACTOR shall defend the County Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and

settlements or awards) in any claim or action based upon such acts, omissions or services.

b. COUNTY shall indemnify and hold harmless the FIND and its directors, officers, employees, agents and representatives (individually and collectively hereinafter referred to as Contractor Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of COUNTY, its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature, except where caused by the sole negligence, willful misconduct or material breach of this Agreement by CONTRACTOR. COUNTY shall defend the Contractor Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

25. Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the 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, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of 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 \$2,000,000 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.

C. 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 the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the 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 this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all

Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- 4) 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 coverage's 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.
- 5) It is understood and agreed to by the Parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 6) 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; 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 and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

- 9) 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.
26. 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 the COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision shall be made within ten (10) days after the dispute is referred to the COUNTY's Compliance Contract Officer. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been contrary to the express terms of the Agreement, fraudulent, capricious, arbitrary, or clearly erroneous. CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute unless the dispute regards the COUNTY's failure to timely pay invoices submitted by CONTRACTOR, in which case CONTRACTOR may suspend its performance until all past due invoices are paid in full.

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.

27. CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of COUNTY and in conformance to and consistent with the best practices of entities providing similar services in the State of California.

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

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

29. 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. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

TERMINATION

30. The COUNTY may terminate this Agreement in whole, or in part, at any time prior to the completion of this Agreement:

- a. Without cause upon five (5) days written notice served upon CONTRACTOR, stating the extent and effective date of termination; or
- b. Immediately for cause, whenever it is determined that the terms and conditions of the Agreement have not been met by the CONTRACTOR. Notification in writing of the termination, with effective date, will be made by the COUNTY. Payment or recoveries by the COUNTY shall be made in accordance with the legal rights and obligations of the Parties; or

- c. In the event that anticipated funds from COUNTY are not obtained or continued at a sufficient level. Notification in writing of the termination, with effective date, will be made by the COUNTY.
 - d. After receipt of 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 and deliver in the manner as directed by COUNTY, any materials, reports, or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY
 - e. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
 - f. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or willful or material breach of this Agreement by CONTRACTOR, unless COUNTY has provided a notice of default permitting CONTRACTOR an opportunity to cure; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
31. At any time, the COUNTY reserves the right to offset, withhold, deobligate, or recoup funds or future payments from the CONTRACTOR if the COUNTY determines that there has been a violation of this Agreement by the CONTRACTOR, or if the COUNTY determines that the CONTRACTOR's expenditures pursuant to this Agreement are or were not eligible, proper, or allowable.

NOTICES

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

COUNTY OF RIVERSIDE
Gayle Hoxter
Program Chief II
Riverside County Public Health

CONTRACTOR
Debbie Espinosa
President & CEO
FIND Food Bank

4210 Riverwalk Parkway
Riverside, CA 92505
(951) 358-5059
ghoxter@ruhealth.org

83775 Citrus Avenue
Indio, CA 92201
760) 775-3663
despinosa@findfoodbank.org

RECORDS AND AUDITS

33. CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.
34. The COUNTY and the CONTRACTOR shall give federal and state agencies access to, and the right to examine and audit, all records and documents that are required under this Agreement. The COUNTY and the CONTRACTOR shall permit access to facilities, personnel, and other individuals and information that the federal or state agency may determine is necessary.
35. The COUNTY and the CONTRACTOR shall both establish internal personnel safeguards that will prohibit employees, CONTRACTORS, agents, member, or representatives from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other ties to the employee, CONTRACTOR, agent, member, or representative.

AUTHORITY TO EXECUTE AGREEMENT

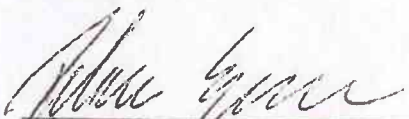
36. This Agreement may be executed in two or more counterparts, each of which will be an original and all of which shall constitute a part of the Agreement. Executed counterparts may be delivered electronically, and the electronically delivered signatures of the Parties shall be deemed to constitute duplicate originals. Each individual executing this Agreement on behalf of the COUNTY or the CONTRACTOR represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the COUNTY or the CONTRACTOR.

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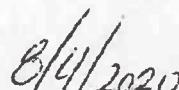
[Signatures on Following Page]

By their signatures below, the Parties acknowledge that they have read the terms of this Agreement, understand the terms thereof, and are fully agreed thereto.

Food In Need of Distribution, Inc., dba FIND Food Bank, a domestic non-profit corporation

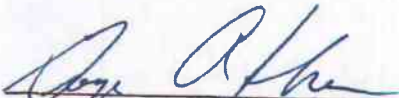


Debbie Espinosa
President & CEO
FIND Food Bank
83775 Citrus Avenue
Indio, CA 92201
(760) 775-3663
despinosa@findfoodbank.org



Date

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



George Johnson
County Executive Officer / County of Riverside



Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

FORM APPROVED COUNTY COUNSEL

BY:  8/10/2020
LISA SANCHEZ DATE

IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF RIVERSIDE

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: [Signature]
Deputy

EXHIBIT A

FEDERAL PROVISIONS

FEMA CONTRACT REQUIREMENTS

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 County, 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 County 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 County, 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 Exhibit B, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered

Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit B, 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 County. 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 County, 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. County 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 County, 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 County'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:** County 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 forth in paragraph C of this section.

E. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 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, County 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), County 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 County and understands and agrees that County 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 30 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 30 of the Agreement.
- XV. **CHANGES.**
See Sections 2 and 19 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 County.
 - B. Contractor agrees to the provisions of Exhibit C, 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

County 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 County requests that would cause County 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, LOG, 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.

EXHIBIT B

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, County 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

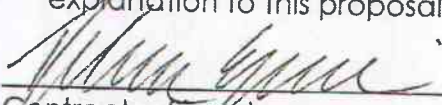
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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.


Contractor Signature

8/4/2020
Date

REBBIE ESPINOSA, President & CEO
Contractor Name and Title

**EXHIBIT C
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

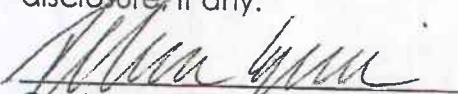
The undersigned certifies, to the best of his or her knowledge and belief, that:

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.

- 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.


 Contractor Signature

8/4/2020
 Date

VERONICA ESPINOSA, PRESIDENT & CEO
 Contractor Name and Title

**EXHIBIT D
 COMMUNITY BASED ORGANIZATIONS
 OUTSIDE OF CONTRACTORS CURRENT NETWORK**

Food for the Faithful	Anza	56250 Highway 371
Blythe Senior Center Pantry	Blythe	445 N. Broadway
Idyllwild Community Center	Idyllwild	26116 Highway 243
Chapel in the Pines	Mountain Center	29430 Highway 243

**COUNTY OF RIVERSIDE
PRIVATE NONPROFIT MUTUAL ASSISTANCE, ACQUISITION AND DISTRIBUTION
PARTNERSHIP AGREEMENT**

This Private Nonprofit Mutual Assistance, Acquisition and Distribution Partnership Agreement ("Agreement") is entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, through its Riverside County Emergency Management Department ("EMD"), having its principal offices at 4210 Riverwalk Parkway, Suite 300, Riverside, California 92505, and The Salvation Army, a California corporation, operating at its California South Division ("CONTRACTOR"), a domestic nonprofit corporation with its principal offices at 16941 Keegan Ave., Carson, California 90746, to address the coronavirus disease 2019 ("COVID-19") pandemic emergency situation. Together, the COUNTY and CONTRACTOR will be collectively referred to herein as the "Parties."

RECITALS

- A. The EMD has the duty and responsibility as the COUNTY's lead department, pursuant to County Ordinance 533.7, to ensure coordinated activities to mitigate, plan, and respond to emergencies within Riverside County, including the COVID-19 pandemic emergency situation in Riverside County ("COVID-19 emergency"), which is comprised of the outbreak and spread of COVID-19 and associated incidents.
- B. The CONTRACTOR is a 501(c)(3) domestic nonprofit corporation which provides private nonprofit mutual assistance and emergency disaster relief consisting of emergency personnel, equipment, goods, materials, food, water, or shelter, or a combination thereof, through its California South Division, as defined by CONTRACTOR.
- C. The World Health Organization and the Centers for Disease Control and Prevention have declared COVID-19 a pandemic.
- D. The President of the United States of America has declared the COVID-19 outbreak a national emergency and the U.S. Department of Health and Human Services Secretary has declared the COVID-19 outbreak a public health emergency.
- E. On March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19, and the State Health Officer ordered all individuals, except essential workers, to stay home until further notice.

- F. On March 8, 2020, the Public Health Officer of the County of Riverside declared a Local Health Emergency based on an imminent and proximate threat to public health from the introduction of COVID-19 in the County of Riverside.
- G. On March 10, 2020, the Riverside County Board of Supervisors ratified and extended the Declaration of a Local Health Emergency by the Public Health Officer of the County of Riverside until its termination is proclaimed.
- H. On March 22, 2020, the President of the United States issued a major disaster declaration for the State of California as a result of the threat of COVID-19.
- I. Due to COVID-19, there has been an increase in unemployed California residents and other impacted populations needing assistance from emergency food networks and service organizations.
- J. Despite the efforts of the State of California, county and local governments to provide necessary food and essential items to impacted populations, a critical shortage remains in Riverside County due to COVID-19.
- K. On March 16, 2020, the Director of Emergency Services requested the private nonprofit mutual assistance of the CONTRACTOR in connection with the COVID-19 emergency in Riverside County.
- L. The purpose of this Agreement is to set forth the responsibilities between the Parties for mutual assistance and emergency relief to protect the health and safety of the people of Riverside County, including but not limited to, through emergency distribution of necessary food and essential items to impacted populations.

NOW, THEREFORE, the Parties hereto, intending to be legally bound, agree as follows:

TERMS OF AGREEMENT

AGREEMENT TERM

- 1. The term of this Agreement shall commence on March 1, 2020 and shall continue until December 31, 2020, or until the date of termination of the Local Health Emergency is proclaimed by the Riverside County Board of Supervisors, whichever is earlier.

SCOPE OF WORK

2. CONTRACTOR shall provide mutual assistance for emergency personnel including equipment, goods, materials and shelter in the event of an emergency or unforeseen impact to the citizens of Riverside County due to Covid-19. In addition, CONTRACTOR will acquire and distribute food and essential items to impacted populations in Riverside County who are in need of assistance due to Covid-19 restriction and limitations. This assistance shall be provided directly by CONTRACTOR including their non-profit partner agencies

FUNDING AMOUNT

3. The COUNTY shall reimburse CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of this Agreement. Maximum payments reimbursed by COUNTY to CONTRACTOR shall not exceed \$1,000,000, including all expenses, for the costs of mutual assistance for emergency personnel, equipment, goods, materials, shelter, and acquiring and distributing food and essential items to impacted populations in Riverside County.
 - a. COUNTY is not responsible for any fees or costs incurred above or beyond the maximum amount provided herein and shall have no obligation to purchase any specified amount of services or products.
 - b. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
4. The maximum reimbursable amount set forth in Section 3 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
5. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the availability of funding.
6. The COUNTY shall only reimburse costs incurred by the CONTRACTOR associated with the COVID-19 Riverside County incident, including but not limited to, acquiring and distributing food to impacted populations, pursuant to the terms and conditions set forth in this Agreement.
 - a. In the event the CONTRACTOR receives payment under this Agreement, which is later properly disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the

COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

COMPENSATION

7. CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Emergency Management Department
Attn: Fiscal
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505
Email invoices to: EMDFiscal@rivco.org

- a) Each invoice shall contain a minimum of the following information: client name(s), invoice number and date; remittance address; bill-to addresses of ordering department; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
8. COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond the termination date of this Agreement, unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

RESPONSIBILITIES OF THE PARTIES

9. The CONTRACTOR agrees to document all of its private nonprofit mutual assistance costs related to the COVID-19 Riverside County incident as required by local, state, and/or federal disaster reimbursement standards. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY based on the documentation to verify eligible mutual assistance costs. Upon receipt and verification of these invoices, the COUNTY shall promptly

reimburse the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

10. The CONTRACTOR shall include with the invoice the number of total eligible clients served by the CONTRACTOR and such other documentation as the COUNTY shall reasonably require.
11. The CONTRACTOR, or its subcontractors, shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of CONTRACTOR's (or subcontractor's) costs related to this Agreement. All such books, documents, records, invoices and cost-supporting documentation, shall be maintained by CONTRACTOR or its subcontractors for a period of five (5) years following termination of this Agreement, and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.
12. The CONTRACTOR shall submit a final report to the COUNTY no more than thirty (30) days following the expiration of this Agreement and shall account for final expenditure of the CONTRACTOR by submitting:
 - a. copies of proper documentation of expenditures not previously submitted;
 - b. any and all other documents requested by the COUNTY and related to the expenditures of the CONTRACTOR under this Agreement; and
 - c. any unspent funds advanced to it under this Agreement.

GOVERNING LEGAL REQUIREMENTS

13. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of mutual assistance to impacted populations. Such mutual assistance shall be in compliance with all applicable federal, state, and local laws, regulations, policies and directives.
 - a. CONTRACTOR acknowledges and agrees that this Agreement is subject to the federal requirements for seeking FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provisions of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

- b. Should funding be allocated through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Coronavirus Relief Fund, the COUNTY will administer and distribute those funds in accordance with the CARES Act, which requires that payments from the Coronavirus Relief Fund only be used to cover expenses that:
 - i. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of this section) for the COUNTY; and
 - iii. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

TERMS AND CONDITIONS

- 14. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 15. Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.
- 16. This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by the authorized representatives of both Parties.
- 17. CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent

of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

18. The County shall not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform, a discretionary function or duty on the part of the County or any employee of the County in carrying out the provisions of the California Emergency Services Act (California Government Code Sections 8550 et seq.).
19. CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

There shall be no employer-employee relationship between the Parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

20. CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.
21. CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement,

including but not limited to property damage, bodily injury, or death or any other element of any kind or nature, except where caused by the sole negligence, willful misconduct or material breach of this Agreement by COUNTY. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

22. Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, sufficient insurance coverage with respect to its obligations hereunder and as required by the State of California, during the term of this Agreement. It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived by COUNTY. CONTRACTOR shall submit proof of such insurance to COUNTY upon request.

23. 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 the COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision shall be made within ten (10) days after the dispute is referred to the COUNTY's Compliance Contract Officer. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been contrary to the express terms of the Agreement, fraudulent, capricious, arbitrary, or clearly erroneous. CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute unless the dispute regards the COUNTY's failure to timely pay invoices submitted by CONTRACTOR, in which case CONTRACTOR may suspend its performance until all past due invoices are paid in full.

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.

24. CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code, if applicable to CONTRACTOR's services. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.
25. CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.
26. 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. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

TERMINATION

27. The COUNTY may terminate this Agreement in whole, or in part, at any time prior to the completion of this Agreement:

- a. Without cause upon five (5) days written notice served upon CONTRACTOR, stating the extent and effective date of termination; or
- b. Immediately for cause, whenever it is determined that the terms and conditions of the Agreement have not been met by the CONTRACTOR. Notification in writing of the termination, with effective date, will be made by the COUNTY. Payment or recoveries by the COUNTY shall be made in accordance with the legal rights and obligations of the Parties; or
- c. In the event that anticipated funds from COUNTY are not obtained or continued at a sufficient level. Notification in writing of the termination, with effective date, will be made by the COUNTY.
- d. After receipt of 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 and deliver in the manner as directed by COUNTY, any materials, reports, or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
- e. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- f. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or willful or material breach of this Agreement by CONTRACTOR, unless COUNTY has provided a notice of default permitting CONTRACTOR an opportunity to cure; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

28. At any time, the COUNTY reserves the right to offset, withhold, deobligate, or recoup funds or future payments from the CONTRACTOR if the COUNTY determines that there has been a violation of this Agreement by the CONTRACTOR or if the COUNTY determines that the CONTRACTOR's expenditures pursuant to this Agreement are or were not eligible, proper, or allowable.

AUDITS

29. The COUNTY and the CONTRACTOR shall give federal and state agencies access to, and the right to examine and audit, all records and documents that are required under this Agreement. The COUNTY and the CONTRACTOR shall permit access to facilities, personnel, and other individuals and information that the federal or state agency may determine is necessary.

30. The COUNTY and the CONTRACTOR shall both establish internal personnel safeguards that will prohibit employees, contractors, agents, member, or representatives from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other ties to the employee, contractor, agent, member, or representative.

AUTHORITY TO EXECUTE AGREEMENT

31. This Agreement may be executed in two or more counterparts, each of which will be an original and all of which shall constitute a part of the Agreement. Executed counterparts may be delivered electronically, and the electronically delivered signatures of the parties shall be deemed to constitute duplicate originals. Each individual executing this Agreement on behalf of the COUNTY or the CONTRACTOR represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the COUNTY or the CONTRACTOR.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

By their signatures below, the Parties acknowledge that they have read the terms of this Agreement, understand the terms thereof, and are fully agreed thereto.

The Salvation Army, ^{(For its} California South Division)
a CA Corp.

TERRY HUGHES SECRETARY Date

8.20.2020

County of Riverside

George Johnson
George Johnson
County Executive Officer / County of Riverside

10/21/20
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Lisa Sanchez
Lisa Sanchez
Deputy County Counsel

IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF RIVERSIDE

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: [Signature]
Deputy

TERRY HUGHES SECRETARY

EXHIBIT A

FEDERAL PROVISIONS FEMA CONTRACT REQUIREMENTS

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 County, 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 County 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 County, 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 Exhibit B, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit B, 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 County. 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 County, 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.** County 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 County, 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 County'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:** County 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 forth in paragraph C of this section.
- E. Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 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, County 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), County 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 County and understands and agrees that County 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 27 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 27 of the Agreement.

XV. CHANGES.
See Section 16 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 County.
- B. Contractor agrees to the provisions of Exhibit C, 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

County 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 County requests that would cause County 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, LOG, 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.

EXHIBIT B
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, County 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.



 Contractor Signature

8.20.2020

 Date

TERRY HUGHES

 Contractor Name and Title

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Faint, illegible text, possibly bleed-through from the reverse side of the page.

TERRY HUGHES

EXHIBIT C
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.



Contractor Signature

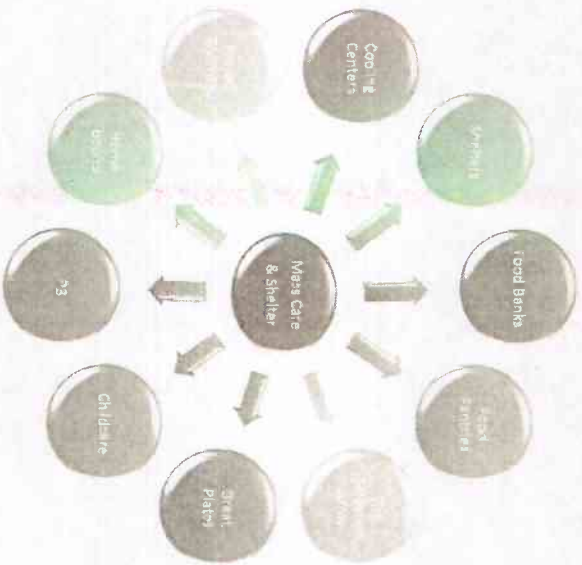
8, 20, 2020

Date

TERRY HUGHES

Contractor Name and Title

Mass Care & Shelter



Program	Description	Agency	Area	Duration	Budget Cost	2nd Request	Action
The Salvation Army	Providing emergency personnel, equipment, goods, materials, food, water or shelter	PNP	goods, materials, food, water or shelter	March-August 2020	\$ 1,000,000.00	\$	Contract in signature
Feeding America IE (FAISB)	Western Riverside County Food Bank which represents @180 pantries	FAISB	Food & Non	September 30, 2020	\$ 300,000.00	\$ 1,760,272.00	Contract @ county council
FIND Food Bank	Eastern Riverside County Food Bank which represents @71 pantries	FIND	Food Supplies	September 30, 2020	\$ 300,000.00	\$ 500,000.00	Contract @ county council
Western Eagle Food Bank	South West County Food Bank	Western Eagle	Food	September 30, 2020	\$ 250,000.00	\$ 250,000.00	Contract @ county council
Great Plates Delivery Program	Governor's program for Senior and at risk clients above 600% FPL	ODA	Food Food & Non	May 10-September 30, 2020	\$ 12,000,000.00	\$ 13,745,346.00	ODA, Mass Care & Logistics
Mass Care Fire Evacuation	Mass Care for separate emergency while COVID	Mass Care/FMC	Supplies	June-August	\$ 100,000.00		FOC
Cooling Center Alternatives	Due to COVID-19, cooling centers are congregate events , so offer utilities, fix air, buy air unit or place in hotel on heat warning days.	ODA & CAP	Cool Centers to heat	June 1 Oct 15* had to open in	\$ 182,000.00		Guidelines Approved/5/19
Cooling Centers Alternatives for Shelter warming days	Keeping Shelters open 24/7 on Heat	Housing	Cool Centers to heat	April due	\$ 325,000.00		Guidelines Approved/5/19
Project Room Key	Housing of Homeless Seniors & people at risk	Housing	Shelter	March-July 2020	\$ 2,300,000.00		Housing & Logistics
Child Care for Essential Workers	Child care facilities have open under the COVID guidelines for essential workers.	First 5	Child Care	September 2020	\$ 257,250.00	\$ 5,000,000.00	Contract with RCOE
Shelter Food & Non Food Support	Shelter housing, food support due to increase demand	Housing	Food Supplies	June-August	\$ 85,000.00		Procurement
P3 Food	Fresh Activates	DPS5	Food	30-Jun-20	\$ 12,000.00		Procurement
Non Member Food Pantries	Feeding America Food Banks due to location, etc. @ 30 countywide in all BOS districts	Pantries	Food & Non Supplies	June-August	\$ 75,000.00		Procurement
Gloves	Gloves for food handlers, food banks, food pantries, school meal sites & childcare	Mass Care	Misc	April-August	\$ 90,000.00		Procurement/Log
Total Mass Care					\$ 17,676,250.00	\$ 21,255,618.00	

Resource Request

Mass Care & Shelter 2nd Request



- Childcare for Essential Workers Governor’s Stipend ends 6/30/2020— RCOE request. (\$5 m)
- **Stabilizing the Food System with Unemployment rates:**
 - 7/31/2020, \$600/wk unemployment additional benefits scheduled to end, forecast immediate & intense surge on food banks as seen in March/April.
 - Food source for food banks – Commodity foods with restrictions as to who qualifies; CALOES emergency food boxes end 7/15/2020; donations from Grocery stores & manufacturers which are down due to grocery food shortages and fund raising.
- **FINN Food Bank – \$500,000**
 - Pre-COVID-19, distribution food to an average of 90,000 people monthly through its agency network and direct distribution sites.
 - Currently, FINN is distributing food to approximately 190,000 people monthly. This is a 110% increase over regular service, indicative of the 31% unemployment rate the Eastern Riverside County area is currently experiencing.
 - FINN currently distributes food to over 70 agencies and 32 FINN Community Mobile Distributions monthly. Total sites are over 120 sites with Agency and FINN Direct Distribution sites combined
- **Feeding America IE – (FARSB) Food Bank \$1,760,272 (increase due to original amount)**
 - Pre-COVID-19, distribution food to an average of 192,000 people monthly through its agency network and direct distribution sites.
 - Currently, FARSB is distributing food to approximately 250,000 plus people monthly. This is a 30% increase over onsite service excluding partner agency distribution which is indicative of unemployment rates for Riverside County. Partners are experiencing 300% increase in clients.
 - FARSB currently distributes food to over 219 agencies and 17 Community Mobile Distributions monthly.
- **Western Eagle \$250,000**
 - Experiencing the same as above food banks
- **Great Plates serving 3500 clients from June 30- September 30 \$13,745,346.00**

Curtis, Melissa

From: Gayle Hoxter <GHoxter@ruhealth.org>
Sent: Thursday, July 2, 2020 3:36 PM
To: Whitesell, Mark; Curtis, Melissa
Cc: Bassett, Mark
Subject: Updated requests and talking points for tomorrow's Policy meeting - Approved
Attachments: Mass Care Shelter Policy 6302020.pptx

Importance: High

Please see page 2 of powerpoint for the updated dates of service and those in yellow are approved 2nd request for dollars.

Please call me if you have questions. Can we address the additional \$\$\$ in the food bank contracts and how are they coming?

Gayle

From: Barton, Bruce <BBarton@RIVCO.ORG>
Sent: Wednesday, July 1, 2020 1:03 PM
To: Gayle Hoxter <GHoxter@ruhealth.org>; Mark Bassett <mark.bassett@rivco.org>; Diana Rockot <diana.rockot@rivco.org>; Hilda Leyva <HLeyva@ruhealth.org>
Cc: Carrie Harmon <CHarmon@rivco.org>; Rania Odenbaugh <ROdenbaugh@rivco.org>
Subject: RE: Updated requests and talking points for tomorrow's Policy meeting

The additional requests were approved by the policy group today.

Thank You

From: Gayle Hoxter [<mailto:GHoxter@ruhealth.org>]
Sent: Tuesday, June 30, 2020 6:23 PM
To: Barton, Bruce <BBarton@RIVCO.ORG>; Bassett, Mark <mark.bassett@rivco.org>; Rockot, Diana <diana.rockot@rivco.org>; Leyva, Hilda <HLeyva@ruhealth.org>
Cc: Harmon, Carrie <CHarmon@rivco.org>
Subject: Updated requests and talking points for tomorrow's Policy meeting
Importance: High

Hello All,
Please see the updated and status of the attachments after today's call.
Thank-you all for your support.
Gayle

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County of Riverside California

COVID-19
Emergency Procurement Form
(for non-IT related procurements)

In response to the COVID-19 pandemic, the Emergency Service Director has authorized the temporary lifting of procurement guidelines that require obtaining three quotes for purchases over \$5,000 that are directly related to providing a safe and secure environment for the protection of the public and employee health.

COVID-19 emergency procurements shall be defined as materials, supplies, equipment or services that are directly related to activities in response to the COVID-19 pandemic.

This form is to be utilized by departments to report COVID-19 procurements over \$5,000 that did not involve securing competitive pricing. Completion and submittal of this form must occur within 24 hours of the purchase.

Departments may not misuse this temporarily suspension of procurement guidelines and purchase items that are not related to the COVID-19 pandemic without seeking competitive bids or secured through awarded contracts.

Complete the following information for reporting of purchases over \$5,000 and submit to Purchasing – Emergency Procurement Form at purchasing-epf@rivco.org.

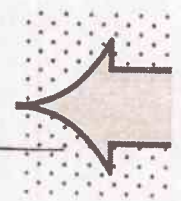
Agency/Department: Riv EOC/Mass Care Total Dollar Amount: ^{up to} 1,000,000.00
Department Contact Name: Gaye Hoxter/Mark Bennett Contact Phone: 951-453-9083
Vendor Name: The Salvation Army
Date of Purchase: 5/20/2020


Provide a brief summary of the materials, equipment, and/or services purchased. Attach a copy of the quote.

Contract for services emergency personnel, equipment, foods, materials, food, water, shelter, etc.

By signing this form, you are confirming that this purchase is in response to the COVID-19 pandemic.

W.H.B. Ops Chief 5.22.2020
Department Head or designee Signature Title Date

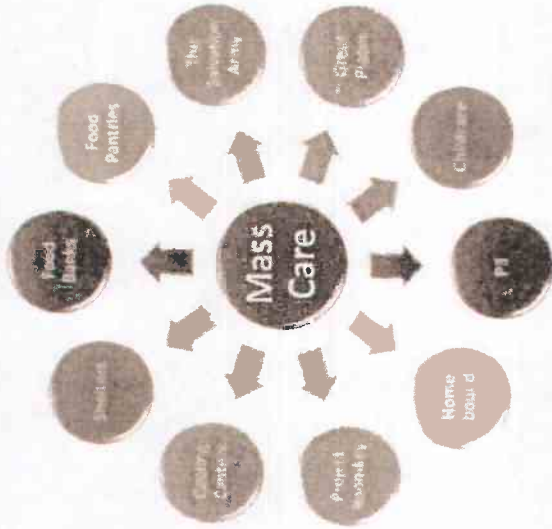


1) REQUESTOR NAME/DEPARTMENT: <i>Mass Care / Riv EOC</i>		RIVERSIDE COUNTY EOC LOGISTICS REQUEST Version 3.0 - March 2020		2) TODAY'S DATE/TIME: <i>5/20/2020</i>	
3) REQUESTOR CONTACT #: <i>951-453-9083</i>		4) PRIORITY EXCEPTION <input checked="" type="radio"/> a. LIFE THREATENING <input type="radio"/> b. PROPERTY THREATENING			
5) INFORMATION ABOUT RESOURCES REQUESTED (Filled out by Requestor)					
ADDITIONAL INFORMATION ATTACHMENT PAGES: <input type="checkbox"/> YES <input type="checkbox"/> NO -- NUMBER OF ATTACHED PAGES _____					
6) DESCRIPTION OF PRODUCT(S) (W/ QUANTITIES) OR SERVICE(S): (attach pictures and item/brand info if possible): <i>Provide The Salvation Army with a contract to provide services + procurement - emergency personnel, equipment, goods, materials, food, water or shelter.</i>					
7) DELIVER TO (address, contact name, contact phone number) <i>The Salvation Army California Southern Division (9)310-5310127 Kevin White 180 E Ocean Blvd Ste 500 Long Beach CA 90802</i>					
8) DELIVERY INSTRUCTIONS (ex: call upon arrival for access, etc.) <i>Call Mark Bassett upon check arrival.</i>			9) ONCE DELIVERED (check one): <input type="checkbox"/> Keep at delivery location/warehouse for inventory <input type="checkbox"/> Deliver to EOC		
10) ESTIMATED DURATION OF NEED: (ex: 24 hours, 3 days, until further notice, or not applicable [n/a])					
11) AVAILABLE FROM INTERNAL RESOURCES (e.g. TLMA, DPSS, FLEET) <input type="checkbox"/> YES <input type="checkbox"/> NO CONTACT INFORMATION IF "YES":					
12) ESTIMATE TOTAL OF EXPENSE: \$ <i>not to exceed 1,000,000.00</i>					
13) DEPARTMENT AND ACCOUNTING STRING: <i>523700-10,000 2000 100 200 - 90245 - 4455 100 88</i>					
AUTHORIZED EOC DIRECTOR ON DUTY - APPROVAL					
14) EOC APPROVED NOT TO EXCEED AMOUNT: \$					
15) EOC APPROVAL (print and sign name) <i>Mark Bassett</i> 					
THIS SECTION FILLED OUT BY LOGISTICS					
16) REQUEST RECEIVED (date/time):		17) RECEIVED BY: <i>LOGISTICS STAFF</i>		18) Action Taken:	
				19) PURCHASE ORDER #: (for "P-Card" indicate P-Card holders name)	
20) NOTES / COMMENTS / ACTIONS:					
21) AGENCY OR VENDOR:			22) CONTACT / PHONE:		
23) REQUIRES TERMINATION OF SERVICE / RESOURCE RETURNED: <input type="checkbox"/> YES <input type="checkbox"/> NO					

COPIES PROVIDED TO:

 EOC PLANNING EOC FINANCE

Mass Care



Resource Request

Program	Description	Agency	Area	Duration	Budget Cost
Cooling Center Alternatives	Due to COVID-19; cooling centers are congregate events; so offer utilities, fix air; buy air unit or place in hotel on heat warning days.	OOA & CAP	Cool Centers	June 1-Oct 15* had to open in April due to heat June 1-Oct 15* had to open in April due to heat	\$ 182,000.00
Cooling Centers Alternatives for Shelters	Keeping Shelters open 24/7 on Heat warning days. Child care facilities have open under the COVID guidelines for essential workers.	Housing	Cool Centers	April due to heat	\$ 325,000.00
Child Care for Essential Workers	Housing of Homeless Seniors & people at risk	First 5	Child Care	March-August 2020	\$ 257,250.00
Project Room Key		Housing	Shelter	March-July 2020	\$ 2,300,000.00
Shelter Food & Non Food Support	Shelter housing food support due to increase demand Providing emergency personnel, equipment, goods, materials, food, water or shelter Gloves for food handlers, food banks, food pantries, school meal sites & childcare	Housing	Food & Non Food Supplies	June-August	85,000.00
The Salvation Army		PNP	emergency personnel, equipment	March-August 2020	\$ 1,000,000.00
Gloves		Mass Care	Misc.	April-August	\$ 90,000.00
Great Plates Delivery Program	Governor's program for Senior and at risk clients above 600% FPL	OOA	Food	May 10-July 10	\$ 12,000,000.00
P3 Food	Pantry for emergency food till Cal Fresh Activates Pantries who are not members of Feeding America Food Banks due to location, etc. @ 70 countywide in all BOS districts	DPSS	Food	June-August	\$ 12,000.00
Non Member Food Pantries		Pantries	Food & Non Food Supplies	June-August	\$ 75,000.00
Feeding America IE (FARSB)	Western Riverside County Food Bank which represents @180 pantries	FARSB	Food & Non Food Supplies	June-August	\$ 500,000.00
FIND Food Bank	Eastern Riverside County Food Bank which represents @71 pantries	FIND	Food & Non Food Supplies	June-August	\$ 500,000.00
Western Eagle Food Bank	South West County Food Bank	Western Eagle	Food	June-August	\$ 250,000.00
Mass Care Fire Evacuation	Mass Care for separate emergency while COVID	Mass Care/EMD	Food & Non Food Supplies	June-August	\$ 100,000.00
Total Mass Care					\$ 17,676,250.00

APPROVED BY THE POLICY BOARD
on 5-13-2020

[Signature]
EOC DIRECTOR



USA Western Territory California South Division

COVID-19 – Situation Report (SITREP) #07

Tuesday, May 5, 2020

Report for Activity from April 28 – May 4, 2020

Situation Overview: Los Angeles County and surrounding counties in the State of California are experiencing a widespread and significant outbreak of coronavirus (COVID-19). As of May 3, there are 34,937 (+14,638 since last sitrep) confirmed cases and 2,254 (+508) deaths from COVID-19 in the State of California. As of May 3, there have been 40,299 (+9,168) confirmed cases and 1,746 (+424) deaths within the nine counties of California South Division, including 25,708 (+6,138) confirmed cases across Los Angeles County.

The Salvation Army in Southern California – California South (CAS) Division – is prioritizing continuity of emergency food programs and emergency shelter services, with due consideration of safety concerns, as many community food programs, schools, senior centers and businesses closed. CAS Emergency Services maintain close contact with multi-sector partners to share situational awareness and devise the most suitable coordinated approach to service provision.

County	Confirmed Cases*	Fatalities*
Imperial	351 (+79)	9 (+1)
Los Angeles	25,708 (+6,138)	1,229 (+316)
Orange	2,859 (+735)	55 (+15)
Riverside	4,034 (+733)	176 (+45)
San Bernardino	2,123 (+442)	99 (+17)
San Diego	3,929 (+884)	150 (+27)
San Luis Obispo	200 (+35)	1 (+0)
Santa Barbara	512 (+48)	8 (+1)
Ventura	583 (+74)	19 (+2)
Total	40,299 (+9,168 since last sitrep)	1,746 (+424)

*as of May 3, 2020 as reported by California Health & Human Services Agency

FAST FACTS:

- Territorial Commander has placed the Western Territory on Emergency Disaster mode on March 16th.
- CAS has convened an Incident Management Team (Incident Command Team) to manage COVID-19 response in the division.
- CAS has used 59,606 (+10,713) hours to serve more than 95,160 packaged meals and 81,592 food boxes in response to COVID-19 across Southern California. Financial value is \$5,346,698.59.
- Services reported are only a portion of the overall CAS response to COVID-19.

Key Facilities/Locations	Objectives	Areas of Services
CAS DHQ (decentralized) 180 East Ocean Blvd, Suite 300, Long Beach, CA 90201	Coordination of incident Support of corps in continuity of operations	Division-wide

Status of Operations

i. Food Service:

- As of May 4, CAS has served 95,160 (+19,274) packaged meals, 65,245 snacks and 84,114 beverages at Corps Community Centers. Santa Maria Corps began with food service at the temporary shelter site of Santa Maria High School beginning April 13

ii. Emotional & Spiritual Care

- As of May 4, CAS has made Emotional & Spiritual Care contacts with 15,549 individuals and distributed 6,250 bibles, brochures and tracts.

iii. Disaster Social Services

- The Salvation Army is planning a large distribution event including packaged food boxes and immediate financial assistance. In Los Angeles County, the distribution is being scheduled to take place on May 14 for 2,000 households and May 28 for 2,000 households.

i. May 14, 2020 will occur at Exposition Park for 2,000 households.

ii. May 28, 2020 will occur at Dodger Stadium for 2,000 households.

- As of May 4, CAS has distributed 81,592 (+7,894) packaged food boxes, 79,933 infant supplies, 8,230 (+1,218) hygiene kits, 7,591 (+376) articles of clothing, 2,555 (+409) cases or gallons of drinking water, 770 (+114) blankets and 489 (+58) cleanup kits.

- As of May 4, the EDS warehouse has distributed more than \$1,034,844 (+171,874.90) total in equipment and supplies.

iv. Financial Assistance:

- Immediate financial assistance including gift cards will be distributed at the large distribution events scheduled for May 14th and 28th.
- CAS has assisted affected households with financial assistance including rental/mortgage and utility assistance.

v. Disaster Case Management:

- No update since last situation report.

vi. Shelter Management/Support:

- In partnership with Los Angeles Homeless Services Authority, The Salvation Army opened three Project Roomkey Programs as alternate shelter sites in Los Angeles County. Each Project Roomkey Program is staffed with a lead, case manager(s) and monitors. CAS is in planning discussions on the opening another Project Roomkey Program with 417 rooms. In an effort to reduce the spread of COVID-19 in Southern California, The Salvation Army has offered the use of existing facilities as temporary shelters to local governmental officials.

i. Anaheim Family Store opened as a temporary shelter on April 15, 2020

ii. Santa Ana Family Store opened as a temporary shelter on March 24, 2020 with a capacity of 75 beds. Shelter is managed by Mercy House.

- As of May 4, 555 nights of sheltering have been provided with a current population of 210

Managed By	Facility Name	Address	County	Rooms	Opening Date	Current Population (as of May 4, 2020)
The Salvation Army	America's Best Value Inn	17040 Garvey Ave, El Monte, CA 91732	Los Angeles	48	April 17, 2020	52 (+0)
The Salvation Army	The Salvation Army Anaheim Family Store	1100 N La Palma Pkwy, Anaheim, CA 92801	Orange	49	April 15, 2020	6 (+3)
The Salvation Army	The Sunrise Hotel	525 S Harbor Blvd, San Pedro, CA 90071	Los Angeles	95	April 16, 2020	100 (+6)
The Salvation Army	Quality Inn	3201 E Pacific Coast Highway, Long Beach, CA 90755	Los Angeles	48	April 17, 2020	52 (+1)
				315		210 (+9)

COVID-19
Emergency Procurement Form
(for non-IT related procurements)

In response to the COVID-19 pandemic, the Emergency Service Director has authorized the temporary lifting of procurement guidelines that require obtaining three quotes for purchases over \$5,000 that are directly related to providing a safe and secure environment for the protection of the public and employee health.

COVID-19 emergency procurements shall be defined as materials, supplies, equipment or services that are directly related to activities in response to the COVID-19 pandemic.

This form is to be utilized by departments to report COVID-19 procurements over \$5,000 that did not involve securing competitive pricing. Completion and submittal of this form must occur within 24 hours of the purchase.

Departments may not misuse this temporarily suspension of procurement guidelines and purchase items that are not related to the COVID-19 pandemic without seeking competitive bids or secured through awarded contracts.

Complete the following information for reporting of purchases over \$5,000 and submit to Purchasing – Emergency Procurement Form at purchasing-epf@rivco.org.

Agency/Department: Riv EOC / Mass Care Total Dollar Amount: \$1,760,772.00
Department Contact Name: Gayle Hoxter Contact Phone: 951-453-9083
Vendor Name: Feeding America IE
Date of Purchase: 7/1/2020 - 9/30/2020

Provide a brief summary of the materials, equipment, and/or services purchased. Attach a copy of the quote.

Feeding America IE (FARSB) food bank is distributing food to approximately 25,000 plus people per month. FARSB distributes food to over 219 agencies and 17 Community Mobile Distributions monthly.

By signing this form, you are confirming that this purchase is in response to the COVID-19 pandemic.

[Signature] Director 08/10/2020
Department Head or designee Signature Title Date

COVID-19
Emergency Procurement Form
(for non-IT related procurements)

In response to the COVID-19 pandemic, the Emergency Service Director has authorized the temporary lifting of procurement guidelines that require obtaining three quotes for purchases over \$5,000 that are directly related to providing a safe and secure environment for the protection of the public and employee health.

COVID-19 emergency procurements shall be defined as materials, supplies, equipment or services that are directly related to activities in response to the COVID-19 pandemic.

This form is to be utilized by departments to report COVID-19 procurements over \$5,000 that did not involve securing competitive pricing. Completion and submittal of this form must occur within 24 hours of the purchase.

Departments may not misuse this temporarily suspension of procurement guidelines and purchase items that are not related to the COVID-19 pandemic without seeking competitive bids or secured through awarded contracts.

Complete the following information for reporting of purchases over \$5,000 and submit to Purchasing – Emergency Procurement Form at purchasing-epf@rivco.org.

Agency/Department: RiverCo / Mass Care Total Dollar Amount: \$500,000.00
Department Contact Name: Gaye Hexter Contact Phone: 951-453-9083
Vendor Name: FIND Food Bank
Date of Purchase: 7/1/2020 - 9/30/2020

Provide a brief summary of the materials, equipment, and/or services purchased. Attach a copy of the quote.

FIND FOOD BANK currently distributes food to over 70 agencies and 32 FIND Community Mobile Distributions monthly. FIND currently distributes food to approximately 190,000 people per month

By signing this form, you are confirming that this purchase is in response to the COVID-19 pandemic.

[Signature] Director 08/10/2020
Department Head or designee Signature Title Date