

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



**ITEM: 3.11
(ID # 17728)**

MEETING DATE:
Tuesday, December 07, 2021

FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Ratify and Approve Agreements with Local Food Providers for the Great Plates Program created under the Emergency Procurement Order during the COVID-19 Response, All Districts. [FY20/21 Total \$28,889,475]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Agreements for the Purchase and Distribution of Food for the State of California Great Plates Delivered Program ("Agreements") with the Local Food Providers listed in the table herein created under the Emergency Procurement Order during the COVID-19 response, in the sum total of \$23,809,406.26; and authorize the Chair of the Board to sign the Agreements on behalf of the County; and
2. Ratify and Approve the Agreements in the updated form with the Local Food Providers listed as "New" in the table herein, in the sum total of \$5,080,068; and authorize the Chair of the Board to sign the Agreements on behalf of the County.

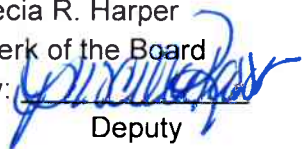
ACTION:


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

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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 for the Great Plates Program which was operational during the period May 2020 to December 30, 2020 due to the Coronavirus pandemic, and to execute new agreements that exceeded \$100,000 during the course of the Great Plates Program that did not have an agreement in place during the period of performance.

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.

To meet the time critical demand for provision of meals to vulnerable populations, the Great Plates Program was launched by the State and was implemented by the Mass Care and Shelter Branch. Local food providers were asked to participate to provide three meals per day to seniors who could not get meals for themselves and were not being served by other food programs. The Office on Aging implemented a screening process to identify eligible individuals. At the start of the Program, agreements were created and were sent to vendors for signature and purchase orders were created immediately. Subsequently, as new food providers joined the program, not all agreements were signed, and it was necessary to go back to the vendors for signatures. The program was extended on a month-by-month basis, making it difficult to project expenditures. Approximately fifty local food providers countywide participated in the program.

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During the COVID response, EMD was assigned as the operating budget by the Executive Office and paid all Great Plates Program invoices. 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.

Impact on Residents and Businesses

The Great Plates Program enabled vulnerable residents who were not receiving meal assistance from other federally or state funded programs to receive three meals per day during the Coronavirus pandemic. Local food providers also benefited from the program as they could provide meals while their businesses were impacted by the public health orders.

Additional Fiscal Information

The Great Plates Program Agreements are reimbursable 100% by federal funds.

Contract History and Price Reasonableness

The Great Plates Program guidelines from the State were followed in developing agreements with the local food providers. Rates were not to exceed sixty-six dollars (\$66) for three daily meals per person, inclusive of delivery and reasonable administrative costs. All participating providers agreed to these terms. See "Attachments" for list of Agreements.

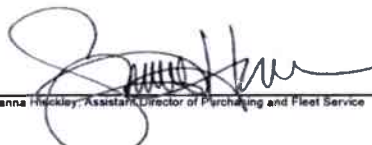
Attachments

List of Agreements and amount paid during FY20/21 to Local Food Providers for the Great Plates Program:

Ref PO	Local Food Provider	FY20/21 Total Paid
1280	Albertos Mexican Food NEW	292,006.00
1296	Annie's Cafe	279,751.00
1297	Best Beverage Catering	397,066.00
1309	Black Bear Diner NEW	450,622.00
1310	Bobby's Detroit Coney Island	212,805.00
1311	Born in Brooklyn NEW	387,018.00
1312	Breakfast Club Of Menifee NEW	545,215.00
1444	Cactus Cantina	169,938.00
1462	Carjak Inc NEW	243,577.00
1313	CASA BLANCA Restaurant	291,020.00
1281	Chef Bill Blackburn Farm to Table LLC	727,626.00
1314	Chef Tanya's Kitchen	175,210.00
1315	Corky's Kitchen & Bakery	970,398.00
1405	Da Coconut Cafe	260,637.00

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1282	E A T Marketplace	1,253,022.00
1283	Earth Bistro	1,234,289.00
1317	EIGHT4NINE Restaurant & Lounge	988,238.00
1413	Espettos Grill	242,958.00
1434	Green Grace Chinese Restaurant Inc	448,791.00
1465	IHOP Corona/Norco	551,463.00
1442	K Gardner Holdings LLC	634,372.00
1485	Margaritas Grill Restaurant & Catering	847,814.00
1371	New Leaf Catering	901,142.67
1383	Nicolinos Italian Restaurant NEW	406,961.00
1384	Norma's Italian Kitchen of Rancho Mirage	562,060.05
1409	Pitstop Pub Bar & Grill	259,242.00
1385	Placita Restaurant & Bar NEW	459,026.00
1386	Prep Success Meals	193,524.00
1387	Provider Contract Food Services Inc	1,316,062.05
1388	PS UNDERGROUND LLC	476,241.49
1286	RD RNNR LLC Libations Pints & Plates	640,345.00
1288	Rincon Norteno Inc	555,694.00
1389	Rivercrust Deli LLC	543,768.00
1194	Saladventure Inc	908,268.00
1392	Sharon's Creole Kitchen	545,577.00
1401	SilverLakes	1,060,582.67
1377	Steers Bar & Grill NEW	147,731.00
1289	The Beach Sports Grill and Bar	1,329,107.00
1334	The Butler Did It	473,474.12
1291	The Food Matters NEW	1,601,007.00
1351	The Grove Community Church	733,927.00
1402	The Red Kettle	143,655.00
1301	The Southern Belle Cafe Inc	877,549.21
1292, 1407	Thomas Catering	1,152,343.00
1293	Toast	744,746.00
1350	Troon Restaurant Holdings LLC NEW	546,905.00
1408	Tuition Tacos	706,700.00
		28,889,474.26


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

11/22/2021


Gregory H. Priaplos, Director County Counsel

11/23/2021

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 450 E. Alessandro Blvd, Riverside, California 92508, and DE FAMILIA (dba ALBERTO'S MEXICAN FOOD), a California corporation with its principal offices at 1127 S. Sanderson Ave, Hemet, CA 92545 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade that participated in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 impacted food security in California, and emergency food distribution was necessary to protect the public health and safety during 2020.
- J. The purpose of this Agreement is to memorialize the responsibilities between the Parties regarding the distribution of necessary meals to eligible participants under the program guidelines.

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

TERMS OF AGREEMENT

AGREEMENT TERM

- 1. The Agreement shall be effective retroactively to July 1, 2020 through December 30, 2020.
- 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. CONTRACTOR provided meal delivery services as requested by COUNTY either using its own employees and/or an established local delivery platform. When requested, CONTRACTOR required to provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who were unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. To develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. To provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a minimum period of three (3) years from the date of termination of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon request.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR is prohibited from sending any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR is prohibited from being a food provider simultaneously participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must have, at a minimum, met the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must have followed established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$292,006 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
 - a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
 - b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
 - c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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 approved 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. For this Agreement, send the original and duplicate copies of invoices to:

Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508
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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508

CONTRACTOR
Alberto's Mexican Food
1127 S. Sanderson Ave
Hemet, CA 92545

AUDITS

37. 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.
38. 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


39. 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.

DE FAMILIA, DBA ALBERTO'S MEXICAN FOOD



Clarisa Oneida Barraza
Chief Executive Officer

9/21/2021
Date

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



Karen Spiegel, Chair
Board of Supervisors / County of Riverside

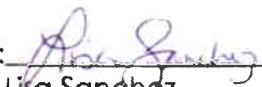
DEC 07 2021
Date

ATTEST:
Kecia Harper
Clerk of the Board

By: 

Dated: DEC 07 2021

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 

Lisa Sanchez
Deputy County Counsel

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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 and 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

9/21/2021

Date

Clarisa Barraza, President

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

9/21/2021

Date

Clarisa Barrata, President

Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 9/21/2021

Company name: De Familia

Company owner name: Clarisa Barrera

Service provided by company: Great Plates Program

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any

felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Clarisa Barrera

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 ACAFE, INC. (dba Annie's Café) a California corporation with its principal offices at 1621 Calle Solejar Drive, Redlands, CA 92373 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40, and will continue through June 10, 2020 unless otherwise terminated or extended.
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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.
5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California

Governor's Office of Emergency Services, which can be viewed at (<https://www.cdph.ca.gov/Programs/OPA/Pages/NR2020-082.aspx>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.

- a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**
12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:

- a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.
13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
- a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov>
14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.
15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.
16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.
17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$55,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.
28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR

ACAFE, INC
1621 CALIF SOLGATE DR.
REDLANDS, CA
92373

AUDITS

37. 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.

38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

ACAFE, INC.

KEITH KAHN PRESIDENT
CONTRACTOR NAME
TITLE

6/14/20
Date



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.

ANNIE'S CAFE

See Page 10 for vendor signature

Keith Kahn, President
ACAFE, INC.
1621 Calle Solejar Dr.
Redlands CA 92373
(951) 805-0965
keith@anniescafele.com

6/12/2020
Date

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

Jeff Van Wagenen
County Executive Officer / County of Riverside

4.30.21
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Gregory P. Priamos
County Counsel

4/29/2021

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: _____
Dated: DEC 07 2021

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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.

See Paragraphs 2, 20, and 26 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

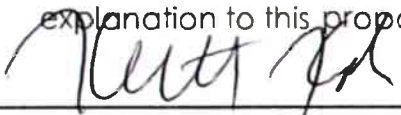
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that 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



Date



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.

Keith Kahn _____ 6/12/10 _____
Contractor Signature Date

KEITH KAHN PRESIDENT
Contractor Name and Title

**EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form**

Date: 6/12/10

Company name: ACAFE, INC

Company owner name: KEITH KAHN

Service provided by company: GREAT PLATES RESTAURANT MEAL DELIVERY

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: _____

Keith Kahn

Owner printed name: _____

KEITH KAHN

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 Best Beverage Catering with its principal offices at 81-800 Avenue 51, Indio CA 92201 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
- a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.
13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
- a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>
14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.
15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.
16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.
17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
 - a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
 - b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
 - c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
Best Beverage Catering
81-800 Avenue 51,
Indio CA 92201

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

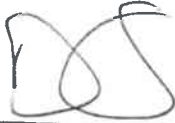
40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

BEST BEVERAGE CATERING



Owner _____ Date 4/13/2021
Company _____
Address _____

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


Jeff Van Wageningen
County Executive Officer / County of Riverside

4.30.21
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/20/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

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

Dated: DEC 07 2021

ATTEST:
Kecia Harper
Clerk of the Board

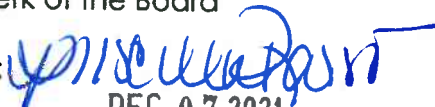
By: 
Dated: DEC 07 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.

See Paragraphs 2, 20, and 26 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

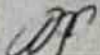
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that 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 and 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

04/19/2021

Date

F&B Associates, Inc. - Owner
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, loans, 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

04/19/2021

Date

F&B Associates, Inc. - Owner

Contractor Name and Title

EXHIBIT D

**Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form**

Date: 04/19/2021

Company name: F&B Associates, Inc.

Company owner name: Dirk Aton

Service provided by company: Food Preparation and Delivery

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug related offenses
- Fraud or theft

Owner signature: _____

Owner printed name: Dirk Aton

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 450 E. Alessandro Blvd, Riverside, California 92508, and SB DINER LLC., (dba "BLACK BEAR DINER #234") with its principal offices at 4917 Genesta Ave., Encino, CA 91316 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade that participated in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 impacted food security in California, and emergency food distribution was necessary to protect the public health and safety during 2020.
- J. The purpose of this Agreement is to memorialize the responsibilities between the Parties regarding the distribution of necessary meals to eligible participants under the program guidelines.

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

TERMS OF AGREEMENT

AGREEMENT TERM

- 1. This Agreement shall be effective retroactively to July 1, 202 through December 30, 2020.
- 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. CONTRACTOR provided meal delivery services as requested by COUNTY either using its own employees and/or an established local delivery platform. When requested, CONTRACTOR was required to provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who were unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.
- 5. To develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office

of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.

- a. To provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a minimum period of three (3) years from the date of termination of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon request.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR is prohibited from sending any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR is prohibited from being a food provider simultaneously participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must have, at a minimum, met the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must have followed established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$450,622 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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 approved 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. For this Agreement, send the original and duplicate copies of invoices to:

Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508
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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508

CONTRACTOR
Black Bear Diner
4917 Genesta Ave
Encino, CA 91316

AUDITS

37. 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.
38. 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

39. 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.

COUNTY OF RIVERSIDE

**SB DINER LLC, dba "Black Bear
Diner #234"**

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

By: [Signature]
Name: Parth Mehta
Title: VP Operations

Dated: DEC 07 2021

Dated: 9/16/21

ATTEST:

Kecia Harper
Clerk of the Board

By: [Signature]

Dated: DEC 07 2021

APPROVED AS TO FORM:

Gregory P. Priamos,
County Counsel

By: [Signature]
Lisa Sanchez
Deputy County Counsel

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

9/16/21

Date

Parth Mehta, VP Operations
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

9/16/21

Date

Parth Mehta, VP Operations

Contractor Name and Title

EXHIBIT D
**Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form**

Date: 9/16/21

Company name: SB Diner, LLC.

Company owner name: Amit Singh

Service provided by company: Food and Beverage

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any

felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Parth Mehta

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 450 E Alessandro Blvd Riverside, CA 92508, and Bobby's Detroit Coney Island with its principal offices at 79630 Hwy 111, Ste. 100, La Quinta CA 92253 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - a. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - b. No alcohol is permitted.
13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>
14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.
15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.
16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.
17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
 - b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
 - c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. For this Agreement, send the original and duplicate copies of invoices to:

Emergency Management Department
450 E Alessandro Blvd,
Riverside, CA 92508
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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.

28. 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.).
29. 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.

30. 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.
31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
450 E Alessandro Blvd,
Riverside, CA 92508

CONTRACTOR
Bobby's Detroit Coney Island
79630 Hwy 111, Ste.100
La Quinta, CA 92253

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

BOBBY'S DETROIT CONEY ISLAND




Linda Locklear, Co-Owner
Bobby's Detroit Coney Island
79630 Hwy 111, Ste. 100
La Quinta CA 92253
(760) 799-0365
llocklear@aol.com

4/13/2021

Date

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



Jeff Van Wageningen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/29/21
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

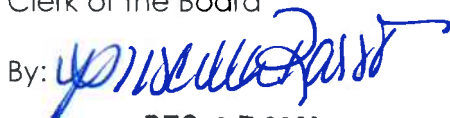
By: 
Dated: DEC 07 2021

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. 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. V. 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.

See Paragraphs 2, 20, and 26 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.

Linda Locklear

Contractor Signature

Linda Locklear

Contractor Name and Title

Co-Owner

4/13/21

Date

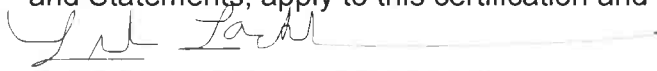
EXHIBIT C
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

4 | 13 | 21

Date

Linda Locklear

Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form


Date: 4/13/21
Company name: Bobbys Detroit Coney Island
Company owner name: Linda Locklear
Service provided by company: Meal Delivery

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 
Owner printed name: Linda Locklear

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 450 E. Alessandro Blvd, Riverside, California 92508, and BORN IN BROOKLYN INC, a California corporation with its principal offices at 42251 6th St., Temecula, CA 92590 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade that participated in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 impacted food security in California, and emergency food distribution was necessary to protect the public health and safety during 2020.
- J. The purpose of this Agreement is to memorialize the responsibilities between the Parties regarding the distribution of necessary meals to eligible participants under the program guidelines.

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

TERMS OF AGREEMENT

AGREEMENT TERM

- 1. This Agreement shall be effective retroactively to July 1, 2020 through December 30, 2020.
- 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. CONTRACTOR provided meal delivery services as requested by COUNTY either using its own employees and/or an established local delivery platform. When requested, CONTRACTOR was required to provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who were unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.
- 5. To develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office

of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.

- a. To provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a minimum period of three (3) years from the date of termination of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon request.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR is prohibited from sending any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR is prohibited from being a food provider simultaneously participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must have, at a minimum, met the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must have followed established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$387,020 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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 approved 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. For this Agreement, send the original and duplicate copies of invoices to:

Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508
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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508

CONTRACTOR
Born in Brooklyn
42251 6th St.
Temecula, CA 92590

AUDITS

37. 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.
38. 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

39. 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.

BORN IN BROOKLYN INC



Name: Scott Rothman
Title: Owner

9-23-2024
Date

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

Karen Spiegel, Chair
Board of Supervisors / County of Riverside

Date

ATTEST:
Kecia Harper
Clerk of the Board

By:

Dated: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

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.

BORN IN BROOKLYN INC

Name: Scott Rothman
Title: Owner

Date

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

Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors / County of Riverside

DEC 07 2021
Date

ATTEST:

Kecia Harper
Clerk of the Board

By: [Signature]

Dated: DEC 07 2021

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: [Signature]

Lisa Sanchez
Deputy County Counsel

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

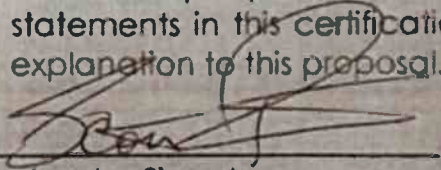
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that 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

9-23-2024
Date

Scott Rothman - President
Contractor Name and Title

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

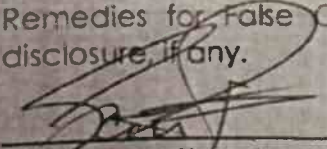
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

9-23-2021
Date

Scott Rothman
Contractor Name and Title

President

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form

Date: Sept 23, 2021

Company name: BOND ID Brooklyn INC

Company owner name: Scott Rothman

Service provided by company: BOND ID Brooklyn

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Scott Rothman

COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM

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 450 E. Alessandro Blvd, Riverside, California 92508, and BREAKFAST CLUB LLC (dba BREAKFAST CLUB OF MENIFEE), a California corporation with its principal offices at 30076 Haun Rd, Ste 200, Menifee CA 92584 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade that participated in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 impacted food security in California, and emergency food distribution was necessary to protect the public health and safety during 2020.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 be effective retroactively to July 1, 2020 through December 30, 2020.
- 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. CONTRACTOR provided meal delivery services as requested by COUNTY either using its own employees and/or an established local delivery platform. When requested, CONTRACTOR was required to provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who were unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. To develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. To provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a minimum period of three (3) years from the date of termination of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon request.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR is prohibited from sending any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR is prohibited from being a food provider simultaneously participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must have, at a minimum, met the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must have followed established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$545,215 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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 approved 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. For this Agreement, send the original and duplicate copies of invoices to:

Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508
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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508

CONTRACTOR
Breakfast Club of Menifee
30076 Haun Rd, Ste 200
Menifee, CA 92584

AUDITS

37. 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.
38. 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

39. 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.

BREAKFAST CLUB LLC DBA BREAKFAST CLUB OF MENIFEE



Christopher Violo
Owner

10/6/21
Date

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




Karen Spiegel, Chair
Board of Supervisors / County of Riverside

DEC 07 2021
Date

ATTEST:

Kecia Harper
Clerk of the Board

By: 
Dated: DEC 07 2021

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Lisa Sanchez
Deputy County Counsel

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

10/6/2021
Date



Contractor Name and Title

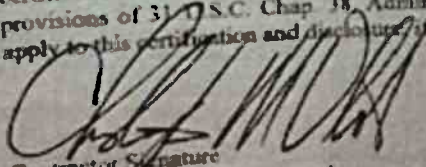
EXHIBIT C
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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-111, "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, loans, 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

10/6/21

Date

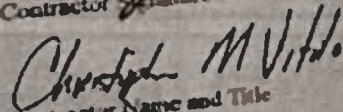

Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form

Date: 10/6/21

Company name: Breakfast Club of Manifee

Company owner name: Christoph Vitolo

Service provided by company: Meal delivery

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Christoph M Vitolo

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 92508, and Cactus Cantina with its principal offices at 151 E. Alessandro Blvd. Riverside CA 92508 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
Cactus Cantina
151 E. Alessandro Blvd
Riverside, CA 92508

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.


CACTUS CANTINA



Gloria Friel, Co-Owner
Cactus Cantina
151 E. Alessandro Blvd.
Riverside CA 92508
(951) 833-4568
USAGLORIARAE@YAHOO.COM

4/9/2021
Date

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



Jeff Van Wageningen
County Executive Officer / County of Riverside

5.3.21
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/30/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Dated: DEC 07 2021

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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.

See Paragraphs 2, 20, and 26 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.

Gloria Friel
Contractor Signature

9/27/2021
Date

Gloria Friel, Owner
Contractor Name and Title

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

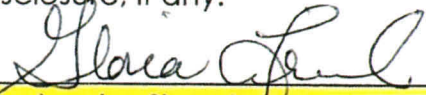
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

4-9-21
Date

Gloria Friel | Co-Owner
Contractor Name and Title

EXHIBIT D
**Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form**

Date: 4-9-21

Company name: Cactus Cantina

Company owner name: Gloria Friel


Service provided by company: Meals to Seniors

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Gloria Friel

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 450 E. Alessandro Blvd, Riverside, California 92508, and CARJAK INC., (dba Nicolino's Palm Springs Italian Restaurant), a California corporation with its principal offices at 440 So. El Cielo Rd #14, Palm Springs, CA 92262 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade that participated in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 impacted food security in California, and emergency food distribution was necessary to protect the public health and safety during 2020.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 be effective retroactively to July 1, 2020 through December 30, 2020.
- 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. CONTRACTOR provided meal delivery services as requested by COUNTY either using its own employees and/or an established local delivery platform. When requested, CONTRACTOR was required to provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who were unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. To develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. To provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a minimum period of three (3) years from the date of termination of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon request.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR is prohibited from sending any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR is prohibited from being a food provider simultaneously participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must have, at a minimum, met the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must have followed established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$243,577.00 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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 approved 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. For this Agreement, send the original and duplicate copies of invoices to:

Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508
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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.
28. 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.).
29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508

CONTRACTOR
Nicolino's Palm Springs
440 So. El Cielo Rd # 14
Palm Springs, CA 92262
Phone: (760) 567-2833

AUDITS

37. 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.

38. 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

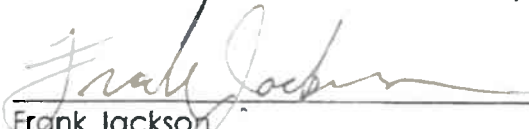
39. This Agreement may be executed in two or more counterparts, each of which will be an original and all of which shall constitute a part of the Agreement. Executed counterparts may be delivered electronically, and the electronically delivered signatures of the Parties shall be deemed to constitute 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.

CARJAK Inc., dba Nicolino's Palm Springs Italian Restaurant



Frank Jackson
President

11/9/21
Date

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



Karen Spiegel, Chair
Board of Supervisors / County of Riverside

DEC 07 2021
Date

ATTEST:

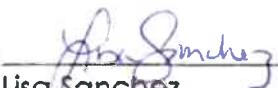
Kecia Harper
Clerk of the Board

By: 

Dated: DEC 07 2021

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 

Lisa Sanchez
Deputy County Counsel

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

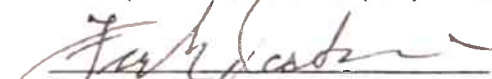
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that 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 and 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

11/19/21
Date

Contractor Name and Title

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

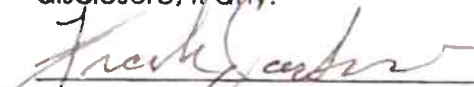
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

11/21/21

Date

Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 11/21/21

Company name: CARJAK, Inc, dba Nicolino's Italian Restaurant

Company owner name: Frank Jackson

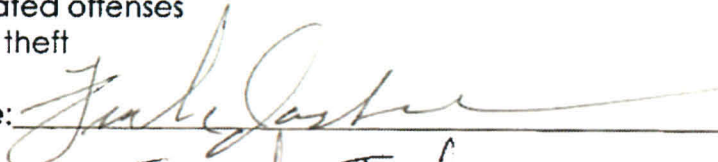
Service provided by company: Food service and delivery

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Frank Jackson

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 92508, and Casa Blanca Restaurants with its principal offices at 66370 Pierson Blvd, Desert Hot Springs CA 92240. ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.
- 5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California

Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.

- a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**
12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:

- a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.
13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
- a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>
14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.
15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.
16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.
17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.

- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.

21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.

22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.
28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
Casa Blanca
66370 Pierson Blvd,
Desert Hot Springs, CA 92240

AUDITS

37. 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.

38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

CASA BLANCA RESTAURANTS

Juan Carlos De Leon
CONTRACTOR NAME
TITLE owner
COMPANY Casa Blanca

4/12/21
Date



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.

CASA BLANCA RESTAURANT

Juan Carlos De Leon, Owner
Casa Blanca Restaurant
66370 Pierson Blvd
Desert Hot Springs CA 92240
(760) 251-5922
deleon-74@hotmail.com

4/12/2021
Date

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

Jeff Van Wageningen
County Executive Officer / County of Riverside

4.30.21
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Gregory P. Priamos 4/24/2021
Gregory P. Priamos
County Counsel

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: Kecia Harper
DEC 07 2021

Dated: _____

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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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.

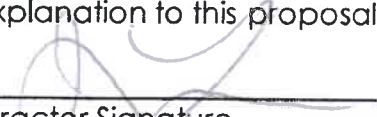
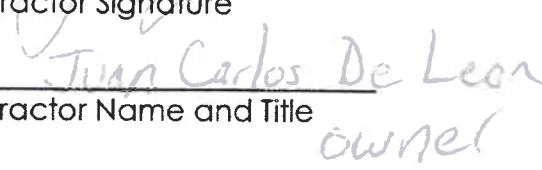

 Contractor Signature _____ Date 4/12/21

 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:

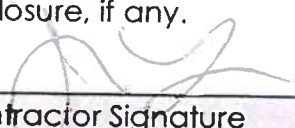
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or

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

4/12/21

Date

Juan Carlos De Leon owner

Contractor Name and Title

EXHIBIT D

Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 4/12/21

Company name: Casa Blanca

Company owner name: Juan Carlos De Leon

Service provided by company: Casa Blanca


OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any

felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Juan Carlos De Leon

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 Chef Bill Blackburn Farm to Table LLC with its principal offices at 4300 Green River Rd #106, Corona, CA 92880 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
Chef Bill Blackburn Farm to Table LLC
4300 Green River Rd #106,
Corona, CA 92880

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

CHEF BILL BLACKBURN FARM TO TABLE LLC

Bill Blackburn

Bill Blackburn, Owner
Chef Bill Blackburn Farm to Table LLC
4300 Green River Rd # 106
Corona, CA 92880
(714) 878-5542
bill@chefbillblackburn.com

4/09/2021

Date

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

Jeff Van Wageningen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Gregory P. Priamos 4/26/2021
Gregory P. Priamos
County Counsel

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: Kecia Harper

Dated: DEC 07 2021

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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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 and 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.

Bill Blackburn
Contractor Signature

4-19-2021

Date

BILL BLACKBURN Owner
Contractor Name and Title

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

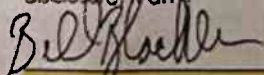
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

4-19-2021

Date

Bill Blackburn Owner

Contractor Name and Title

EXHIBIT D

Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: APRIL 9, 2021

Company name: Chef BILL BLACKBURN FARM TO TABLE, LLC

Company owner name: BILL BLACKBURN

Service provided by company: MEALS DELIVERED TO SENIORS

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: Bill Blackburn

Owner printed name: BILL BLACKBURN

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 Chef Tanya's Kitchen with its principal offices at 706 S. Eugene Rd, Palm Springs CA 92262 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
Chef Tanya's Kitchen
706 S. Eugene Rd,
Palm Springs, CA 92262

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

CHEF TANYA'S KITCHEN

Tanya Malu _____ Date 4/19/21
CONTRACTOR NAME
TITLE Managing Member
COMPANY Patrona Productions LLC
ADDRESS 700 S Eugene Rd. Palm Springs
PHONE 760-333-4200 92261
EMAIL info@cheftanyaskitchen.com

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

By: _____
Lisa Sanchez
Deputy County Counsel

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.

CHEF TANYA'S KITCHEN

See signature on page 11

Ruth Sinfuego,
Chef Tanya's Kitchen
706 S. Eugene Rd
Palm Springs, CA 92264
(760) 832-9007
sales@cheftanyaskitchen.com

Date

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

Jeff Van Wagenen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/20/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board


By: 
Dated: DEC 07 2021

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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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.

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.

Tanya Match
Contractor Signature

4/19/21
Date

Tanya Match Mangis Member
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.

Tanya Match
Contractor Signature

4/19/12
Date

Tanya Match Managing Member Patrons Reduction LLC
Contractor Name and Title *DBA Chef Tanya Kates*

EXHIBIT D

**Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form**

Date: 4/19/21

Company name: Chef Tanya's Kitchen

Company owner name: Tanya Malch

Service provided by company: 3 meals per day for Client List

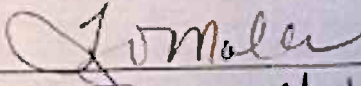
OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any

felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Tanya Malch

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 OVEREASY, INC (dba Corky's Kitchen & Bakery) a California corporation with its principal offices at 8656 Utica Avenue, Suite 150, Rancho Cucamonga, CA 91730 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40, and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$100,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
Corky's Kitchen & Bakery
8656 Utica Avenue, Suite 150,
Rancho Cucamonga, CA 91730

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

OVEREASY, INC



6-15-2020

CONTRACTOR NAME
TITLE
COMPANY
ADDRESS
PHONE
EMAIL

Michael Towles
President
Corky's Kitchen & Bakery
8656 Uteca Ave Ste
150
Rancho Cucamonga, CA 91730
909 941-6868
Catering@corkyskitchenandbakery.com

Date

mailing

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

By: _____
Lisa Sanchez
Deputy County Counsel

EXHIBIT A

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.

CORKY'S KITCHEN AND BAKERY

Michael Towles, President
Overeas Inc. dba Corky's Kitchen and Bakery
8656 Utica Ave. Ste 150
Rancho Cucamonga, CA 91730
(909) 941-6868
catering@corkyskitchenandbakery.com

6/15/2020
Date

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

Jeff Van Wagenen
County Executive Officer / County of Riverside

4.30.21
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____ 4/28/2021
Gregory P. Priamos
County Counsel

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: Priscilla Rastro
Dated: DEC 07 2021

**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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

Michael Parks, President

Contractor Name and Title

6-15-2020

Date

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

6-15-2020

Date

Michael Jorales, President

Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 6-15-2020
Company name: Overeasy Inc. dba Corky's Kitchen & Bakery
Company owner name: Michael Towles
Service provided by company: Meals for Seniors

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Michael Towles

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 Da Coconut Cafe with its principal offices at 31333 Temecula Pkwy #130 Temecula, CA 92592 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR

Da Coconut Cafe, Inc
3133 Temecula Pkwy #130
Temecula, CA 92592

AUDITS

37. 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.

38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

DA COCONUT CAFE

Cheri Coffin, CFO
Da Coconut Cafe
31333 Temecula Pkwy #130
Temecula, CA 92592
(951) 972-4091
dacoconutcafe@gmail.com

Date 6/19/2020

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



Jeff Van Wageningen
County Executive Officer / County of Riverside

4.30.21
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/24/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 

Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

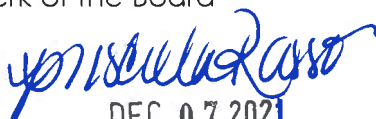
By: 
Dated: DEC 07 2021

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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

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.

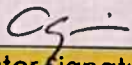
 _____	6/19/2020 _____
Contractor Signature	Date
 Cherith, CFO _____	
Contractor Name and Title	

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 6/19/2020

Company name: Da Coconut Cafe, Inc.

Company owner name: Cheri Coffin

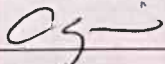
Service provided by company: Da Coconut Cafe

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Cheri Coffin

COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM

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 450 E. Alessandro Blvd, Riverside, California 92508, and CULTIVATING GOOD INC, dba E.A.T. Marketplace, a California corporation with its principal offices at 28410 Old Town Front Street, Suite 112, Temecula, CA 92590 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40, and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$250,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. For this Agreement, send the original and duplicate copies of invoices to:

Emergency Management Department
450 E. Alessandro Blvd,
Riverside, CA 92508
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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).
29. 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.

30. 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.
31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
450 E. Alessandro Blvd,
Riverside, CA 92508

CONTRACTOR
CULTIVATING GOOD INC,
28410 Old Town Front Street, Suite 112,
Temecula, CA 92590

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

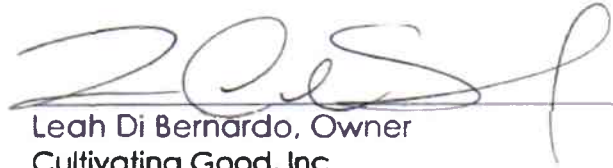
40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

EAT MARKETPLACE




Leah Di Bernardo, Owner
Cultivating Good, Inc
28410 Old Town Front St. Ste 112
Temecula, CA 92590
(951) 694-3663
joanne@eatmarketplace.com

5/21/2020

Date

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



Jeff Van Wageningen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

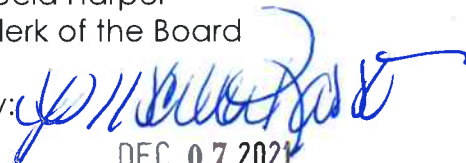
By:  4/20/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Dated: DEC 07 2021

**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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

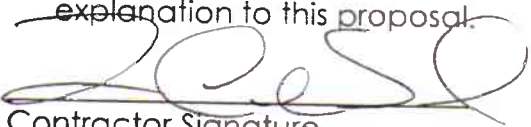
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that 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

Date


Contractor Name and Title

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

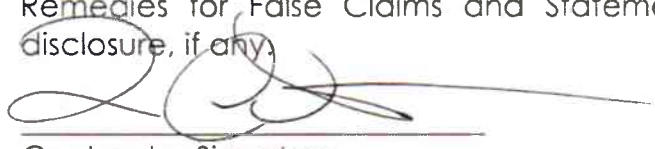
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

9-22-91

Date

Leah W. Bernade Pres
for Cultivating
Good F.I.C.

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 9-22-21

Company name: Cultivating Good Inc dba E.A.T Marketplace

Company owner name: _____

Service provided by company: E.A.T Marketplace

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

CEO
Owner signature: 

Owner printed name: Leah DiBernardo
or behalf of Cultivating Good

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 Earth Bistro with its principal offices at 40695 Winchester Rd, Ste. 1, Temecula CA 92591 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).
29. 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.

30. 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.
31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
Earth Bistro
40695 Winchester Rd, Ste. 1,
Temecula CA 92591

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

EARTH BISTRO

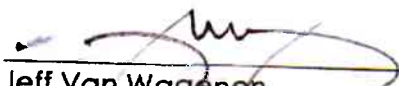


Carrie Noorzad, Owner
Nina Noorzad Inc. dba Earth Bistro
40695 Winchester Road
Temecula, CA 92591
(951) 506-8888

4/09/2021

Date

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



Jeff Van Wageningen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/29/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Dated: DEC 07 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

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.

Carrie Noorzo
Contractor Signature

4/9/21
Date

CARRIE NOORZO OWNER
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.

Carrie Noorzad
Contractor Signature

4/9/21
Date

CARRIE NOORZAD OWNER
Contractor Name and Title

EXHIBIT D

Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 4/9/21

Company name: NIMA NOORZAD INC. DBA Earth Bistro

Company owner name: CARRIE NOORZAD

Service provided by company: Nutritious & Organic Foods
Made from Scratch.

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any

felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature:

CARRE NOORZAN

Owner printed name:

CARRE NOORZAN

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 EIGHT4NINE Restaurant & Lounge with its principal offices at 849 N Palm Canyon Drive., Palm Springs CA 92262 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.

28. 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.).
29. 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.

30. 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.
31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
EIGHT4NINE Restaurant & Lounge
849 N Palm Canyon Drive,
Palm Springs, CA 92262

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

that he or she is duly authorized to execute this Agreement on behalf of the COUNTY or the CONTRACTOR.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

EIGHT4NINE RESTAURANT & LOUNGE, INC



Milo Willie Rhine
CEO
EIGHT4NINE Restaurant & Lounge
849 N Palm Canyon Drive., Palm Springs CA 92262
760 325 8490
Willie@Eight4nine.com

Date 5/19/20

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

By: _____
Lisa Sanchez

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.

EIGHT4NINE RESTAURANT & LOUNGE INC

Milo Willie Rhine, CEO
Eight4Nine Restaurant & Lounge
849 N Palm Canyon Drive
Palm Springs, CA 92262
(760) 325-8490
Willie@Eight4nine.com

5/19/2020

Date

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

Jeff Van Wageningen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____ 4/24/2021
Gregory P. Priamos
County Counsel

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: Priscilla Raso

Dated: DEC 07 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.

See Paragraphs 2, 20, and 26 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

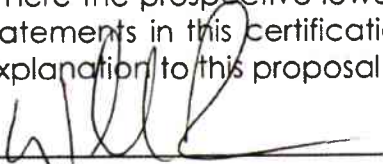
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that 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

9/23/21
Date

Willie R. HWE CEO
Contractor Name and Title

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

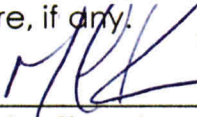
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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. 3, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Contractor Signature

5/19/20

Date

Milo Willie Rhine CEO
Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 5/19/2020

Company name: EIGHT4NINE Restaurant & lounge

Company owner name: Milo Willie Rhine

Service provided by company: Senior Meals ~ Breakfast, Lunch & Dinner

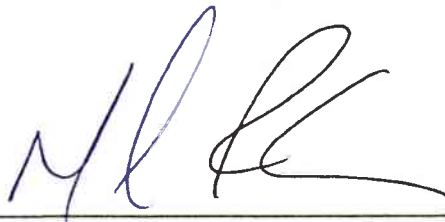
OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: _____



Owner printed name: Milo Willie Rhine

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 Espettos Grill, LLC with its principal offices at 5225 Canyon Crest Drive #57 Riverside, CA 92507 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
- a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.
13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
- a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>
14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.
15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.
16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.
17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
Espettos Grill, LLC
5225 Canyon Crest Drive #57
Riverside, CA 92507

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE


40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

ESPETTOS GRILL, LLC



CONTRACTOR NAME Carey Hishmeh-Souza Date 4/10/12/
TITLE OWNER
COMPANY ESPETTOS GRILL LLC
ADDRESS 5225 CANYON CREST DRIVE #57
PHONE 951 237 5053
EMAIL hishmehc@yahoo.com

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

Jeffrey Van Wagenen
County Executive Officer / County of Riverside

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

EXHIBIT A

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.

ESPETTOS GRILL

Carey Hishmeh-Souza, Owner
Espettos Grill LLC
5225 Canyon Crest Drive #57
Riverside, CA 92507
(951) 237-5053
hishmehc@yahoo.com

4/10/2021
Date

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



Jeff Van Wagener
County Executive Officer / County of Riverside

4.30.21
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/22/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: _____
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Dated: DEC 07 2021

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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

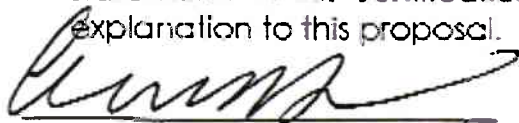
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that 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 and 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

4/10/21

Date

Carey Hishmeh-Sarza (owner)

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

4/10/21

Date

Carey Hishmeh - Souza (owner)

Contractor Name and Title

EXHIBIT D

Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 4/10/21

Company name: Espezzos Grill

Company owner name: Carey Hishmeh - Souza

Service provided by company: Vendor - food prepare/deliver

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Carey Hishmeh-Souza

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 GREENGRACE CHINESE RESTAURANT, INC (dba Jade China) a California corporation with its principal offices at 2712 Canyon Springs Parkway, Suite 5, Riverside, CA 92507 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40, and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$100,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
GREENGRACE CHINESE RESTAURANT, INC
(dba Jade China)
2712 Canyon Springs Parkway, Suite 5,
Riverside, CA 92507

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

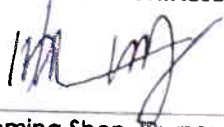
40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

GREEN GRACE CHINESE RESTAURANT INC.



Xiaoming Shen, Owner
Greengrace Chinese Restaurant Inc.
2712 Canyon Springs Pkwy #5
Riverside, CA 92507
(626) 679-7228
Xiaogreen1225@gmail.com

5/29/2020
Date

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



Jeff Van Wagenen
County Executive Officer / County of Riverside

4.30.21
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/29/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Dated: DEC 07 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

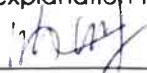
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that 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

05 / 29 / 2020

Date

Xiaoming Shen , Owner

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

05 / 29 / 2020
Date

Xiaoming Shen, Owner
Contractor Name and Title

EXHIBIT D
**Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form**

Date: 05 / 29 / 2020

Company name: Greengrace chinese Restaurant INC

Company owner name: Xiaoming shen

Service provided by company: Food

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Xiaoming shen

COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM

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 IHOP with its principal offices at 450 North Brand Boulevard, 7th Floor Glendale, CA 91203 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
- a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.
13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
- a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>
14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.
15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.
16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.
17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
IHOP
450 North Brand Boulevard, 7th Floor
Glendale, CA 91203

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

IHOP CORONA/NORCO

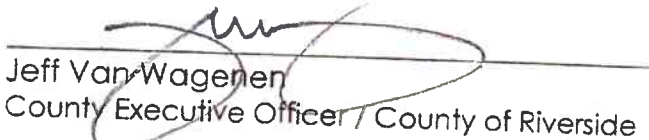


Thomas P Coelho, Owner
Tom NatCo dba IHOP
450 North Brand Boulevard, 7th Floor
Glendale, CA 91203
(818) 390-3464
thomaspcoelho@gmail.com

4/12/2021

Date

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


Jeff Van Wageningen
County Executive Officer / County of Riverside

4-30-21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/24/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 

DEC 07 2021

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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

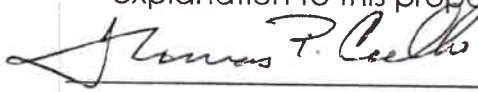
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that 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

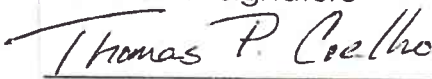

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. 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



Date

Contractor Name and Title

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

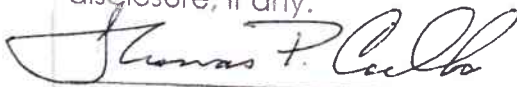
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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.

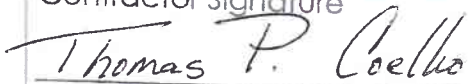
The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification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



Contractor Signature

4/12/21

Date



Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 4/12/21

Company name: Tom Nut Co dba : DBA 1HOP

Company owner name: Thomas Coelho

Service provided by company: 1HOP

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: Thomas P. Coelho

Owner printed name: Thomas P Coelho

COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM

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 K. GARDNER HOLDINGS LLC DBA DRINKG with its principal offices at 71800 Hwy 111 Ste A101 Rancho Mirage, CA 92270 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
- a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.
13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
- a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>
14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.
15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.
16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.
17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
K. GARDNER HOLDINGS LLC
Hwy 111 Ste A101
Rancho Mirage, CA 92270

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

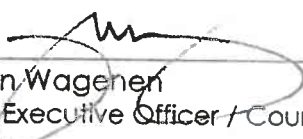
By their signatures below, the Parties acknowledge that they have read the terms of this Agreement, understand the terms thereof, and are fully agreed thereto.

K. GARDNER HOLDINGS LLC-DRINKG


Kurt Gardner, President
K. Gardner Holdings, LLC
71800 Hwy 111 Ste A101
Rancho Mirage, CA 92270
(760) 472-7800

4/1/2021
Date

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


Jeff Van Wagener
County Executive Officer / County of Riverside

4.30.21
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/25/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE
By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021


ATTEST:
Kecia Harper
Clerk of the Board
By: 
Dated: DEC 07 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

4/1/21

Date

KURT GARDNER - PRESIDENT
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

4/1/21

Date

KURT GARDNER - PRESIDENT

Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form

Date: 4/1/21

Company name: K. GARDNER HOLDINGS, LLC

Company owner name: KURT GARDNER

Service provided by company: GREAT PLATES DELIVERY

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: KURT GARDNER

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 MARGARITA's GRILL, RESTAURANT & CATERING, LLC, a California corporation with its principal offices at 12630 Perris Boulevard, Moreno Valley, CA 92553 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40, and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$90,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
MARGARITA's GRILL, RESTAURANT &
CATERING, LLC,
12630 Perris Boulevard,
Moreno Valley, CA 92553

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE


40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

MARGARITAS GRILL RESTAURANT & CATERING



Sabina Hernandez, Controller
Margaritas Grill Restaurant and Catering, LLC
12630 Perris Blvd
Moreno Valley, CA 92553
(951) 924-2500
info@margaritascatering.com

5/28/2020

Date

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



Jeff Van Wagenen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/20/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Dated: DEC 07 2021

**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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

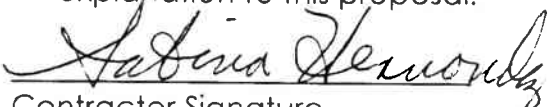
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that 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

5/28/2020
Date

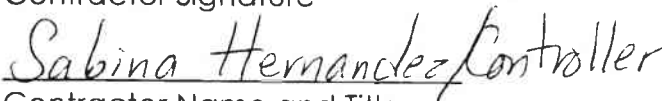

Contractor Name and Title

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

5/28/2020

Date

Sabina Hernandez / Controller

Contractor Name and Title

EXHIBIT D
**Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form**

Date: 5/28/2020

Company name: Margaritas Grill Restaurant & Catering LLC

Company owner name: Juan M Hernandez

Service provided by company: Great Plates Delivered Program

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: Juan M Hernandez

Owner printed name: Juan M Hernandez

COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM

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 New Leaf Catering with its principal offices at 69032 E Palm Canyon Dr. Cathedral City, CA 92234 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
New Leaf Catering
69032 E Palm Canyon Dr.
Cathedral City, CA 92234

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

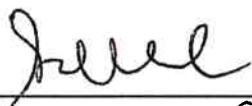
40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

GLC MANAGEMENT, LLC



05/14/2020

CONTRACTOR NAME Scott Robertson Date
TITLE Owner
COMPANY GLC Mgt LLC dba New Leaf Catering
ADDRESS 69032 E Palm Canyon Dr
PHONE Cathedral City CA 92234
EMAIL 760-770-3636
accounting@newleaf-catering.com

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

Jeffrey Van Wagenen
County Executive Officer / County of Riverside

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

EXHIBIT A

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.

NEW LEAF CATERING

Scott Robertson, Owner
GLC MGT LLC dba New Leaf Catering
69032 E Palm Canyon Dr
Cathedral City, CA 92234
(760) 770-3636
accounting@newleaf-catering.com

5/14/2020

Date

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

Jeff Van Wagenen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/25/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Dated: DEC 07 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.

See Paragraphs 2, 20, and 26 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

05/14/2020
Date

Scott Robertson, Owner
Contractor Name and Title

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

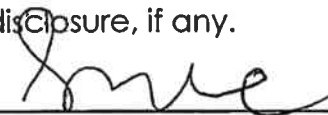
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

05/14/2020

Date

Scott Robertson, Owner

Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form

Date: 05/14/2020

Company name: GLC Management LLC dba New Leaf Catering

Company owner name: Scott Robertson

Service provided by company: Food preparation and delivery

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Scott Robertson

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 450 E. Alessandro Blvd, Riverside, California 92508, and KARNIC INC (dba Nicolino's Italian Restaurant), a California corporation with its principal offices at 35-325 Date Palm Dr. #111, Cathedral City, CA 92234 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade that participated in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 impacted food security in California, and emergency food distribution was necessary to protect the public health and safety during 2020.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 be effective retroactively to July 1, 2020 through December 30, 2020.
- 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. CONTRACTOR provided meal delivery services as requested by COUNTY either using its own employees and/or an established local delivery platform. When requested, CONTRACTOR was required to provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who were unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. To develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. To provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a minimum period of three (3) years from the date of termination of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon request.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR is prohibited from sending any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR is prohibited from being a food provider simultaneously participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must have, at a minimum, met the following requirements:
- a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.
13. The CONTRACTOR must have followed established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
- a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>
14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.
15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.
16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.
17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$406,061.00 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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 approved 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. For this Agreement, send the original and duplicate copies of invoices to:

Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508
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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.
28. 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.).
29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508

CONTRACTOR
Nicolino's Italian Restaurant
35-325 Date Palm Dr, Suite 111
Cathedral City, CA 92234
Phone: (760) 413-8339
Email: Nico4GK@aol.com

AUDITS

37. 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.
38. 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

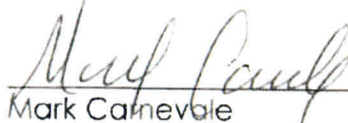
39. This Agreement may be executed in two or more counterparts, each of which will be an original and all of which shall constitute a part of the Agreement. Executed counterparts may be delivered electronically, and the electronically delivered signatures of the Parties shall be deemed to constitute 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.

KAR-NIC Inc., dba Nicolino's Italian Restaurant



Mark Carnevale
President

10-7-21
Date

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



Karen Spiegel, Chair
Board of Supervisors / County of Riverside

DEC 07 2021
Date

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Dated: DEC 07 2021

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 

Lisa Sanchez
Deputy County Counsel

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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

10-7-21

Date



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

Date

Contractor Name and Title

EXHIBIT D
**Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form**

Date: 10-7-21

Company name: Kar-Nic, Inc. dba Nicolino's Italian Restaurant

Company owner name: Mark Carnevale

Service provided by company: Food service and delivery

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any

felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: *Mark Carnevale*

Owner printed name: MARK CARNEVALE

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 Norma's Italian Kitchen with its principal offices at P.O. Box 1674 Rancho Mirage, CA 92270 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
Norma's Italian Kitchen
P.O. Box 1674
Rancho Mirage, CA 92270

AUDITS

37. 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.

38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

NORMA'S ITALIAN KITCHEN OF RANCHO MIRAGE

RONALD STEWART 4-9-21
CONTRACTOR NAME Date
TITLE OWNER
COMPANY NORMA'S ITALIAN KITCHEN OF RANCHO MIRAGE
ADDRESS P.O. Box 1674, Rancho Mirage, CA 92270
PHONE 626 644 0614
EMAIL NORMASITALIANKITCHEN@EARTHLINK.NET

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

Jeffrey Van Wagenen
County Executive Officer / County of Riverside

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

EXHIBIT A

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.

NORMA'S Italian Kitchen of Rancho Mirage

Ronald Stewart, Owner
Norma's Italian Kitchen
P.O. Box 1674
Rancho Mirage, CA 92270
(626) 644-0619
normaaitaliankitchen@earthlink.net

4/9/2021
Date

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

Jeff Van Wageningen
County Executive Officer / County of Riverside

4.30.21
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/20/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board


By: 
Dated: DEC 07 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.

See Paragraphs 2, 20, and 26 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

4-9-21

Date

Romano Stewart, OWNER

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

4-5-21

Date

ALAN STANWELL OWNER

Contractor Name and Title

EXHIBIT D
**Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form**

Date: 4-9-21

Company name: NANA'S ITALIAN KITCHEN OF RAINBOW MIRAGE

Company owner name: RINA W STEWART

Service provided by company: RESTAURANT MEALS

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: RINA W STEWART

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 PIT STOP PUB BAR & GRILL with its principal offices at 26900 Newport Rd. #101 Menifee, CA 92584 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
PIT STOP PUB BAR & GRILL
26900 Newport Rd. #101
Menifee, CA 92584

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE


40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

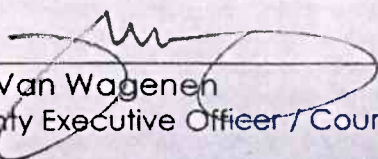
PITSTOP PUB BAR & GRILL



Melody Alden, ~~Owner~~ **B. I. ALDEN PRES.**
The Pit Stop, Inc. **C.E.O.**
26900 Newport Rd. #101
Menifee, CA 92584
(951) 679-0869

4/14/2021
Date


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



Jeff Van Wagenen
County Executive Officer / County of Riverside

4.30.21
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/29/2021
Gregory P. Priamos
County Counsel.

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

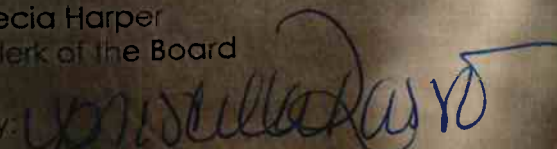
By: 
Dated: DEC 07 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.

See Paragraphs 2, 20, and 26 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

the 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 and 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.

[Handwritten Signature]

Contractor Signature

4-14-21

Date

Bill Alder, MANAGER
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-111, "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, loans, 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.

AAA
Contractor Signature

4/10/21
Date

BILL AIDEN, MANAGER
Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form

Date: 4-14-2020

Company name: Melody Alden The Pit Stop, Inc

Company owner name: Melody Alden


Service provided by company: MEALS

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Melody Alden

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 450 E. Alessandro Blvd, Riverside, California 92508, and PLACITA LLC dba PLACITA RESTAURANT & BAR, with its principal offices at 1805 University Avenue, Riverside, CA 92507 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade that participated in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 impacted food security in California, and emergency food distribution was necessary to protect the public health and safety during 2020.
- J. The purpose of this Agreement is to memorialize the responsibilities between the Parties regarding the distribution of necessary meals to eligible participants under the program guidelines.

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

TERMS OF AGREEMENT

AGREEMENT TERM

- 1. This Agreement shall be effective retroactively to July 1, 2020 through December 30, 2020.
- 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. CONTRACTOR provided meal delivery services as requested by COUNTY either using its own employees and/or an established local delivery platform. When requested, CONTRACTOR was required to provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who were unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.
- 5. To develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office

of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.

- a. To provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a minimum period of three (3) years from the date of termination of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon request.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR is prohibited from sending any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
- 11. CONTRACTOR is prohibited from being a food provider simultaneously participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must have, at a minimum, met the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must have followed established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$459,026 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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 approved 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. For this Agreement, send the original and duplicate copies of invoices to:

Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508
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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).
29. 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.

30. 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.
31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508

CONTRACTOR
Placita Restaurant & Bar
1805 University Avenue
Riverside, CA 92507

AUDITS

37. 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.
38. 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

39. 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.

PLACITA RESTAURANT & BAR



Name: Roberto Ramirez
Title: Owner

11.5.21
Date

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



Karen Spiegel, Chair
Board of Supervisors / County of Riverside

DEC 07 2021
Date

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Dated: DEC 07 2021

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 

Lisa Sanchez
Deputy County Counsel

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

11.5.21

Date



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.

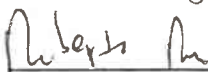
The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification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



Contractor Signature

12/22/21

Date

 owner

Contractor Name and Title

EXHIBIT D

Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 11 5 21
Company name: Placenta Restaurant + Bar
Company owner name: Roberto Ramirez
Service provided by company: Great Plates Meals


OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any

felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 
Owner printed name: Roberto Ramirez

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 Prep Success Meals with its principal offices at 7505 Jurupa Ave suite B Riverside, CA 92504 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
Prep Success Meals
7505 Jurupa Ave suite B
Riverside, CA 92504

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

PREP SUCCESS MEALS, LLC

M Palmer

Prep success meals - Matthew Palmer
OWNER

9-15-2024
Date

7505 Juniper Ave, #B
951-961-4813 Riverside CA
92504
info@prepsuccessmeals.com

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

Jeffrey Van Wagenen
County Executive Officer / County of Riverside

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

EXHIBIT A

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.

PREP SUCCESS MEALS

Matthew Palmer, Owner
Prep Success Meals
7505 Jurupa Ave suite B
Riverside, CA 92504
(951) 961-4813
mattpalmer92506@yahoo.com

4/12/2021

Date

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

Jeff Van Wagener
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/22/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

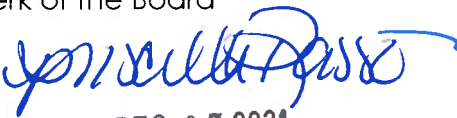
By: 
Dated: DEC 07 2021

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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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.

MPalmer
Contractor Signature

9/15/21
Date

Matthew Palmer Owner
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

9/15/21

Date

Matthew Palmer Owner

Contractor Name and Title

EXHIBIT D
**Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form**

Date: 9/15/21

Company name: Prep Success Meals

Company owner name: Matthew Palmer

Service provided by company: Food

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: M. Palmer

Owner printed name: Matthew Palmer

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 Provider Contract Food Services Inc with its principal offices at 7119 Indiana Avenue, Riverside CA 92504 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
- 11. CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
Provider Contract Food Services Inc
7119 Indiana Avenue,
Riverside CA 92504

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

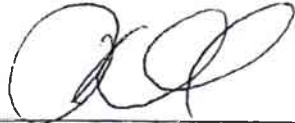
40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

PROVIDER CONTRACT FOOD SERVICES INC

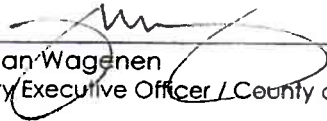


Rodney Couch, President
Provider Contract Food Services Inc
7119 Indiana Avenue,
Riverside CA 92504
(951) 453-1236
RODCOUCH@MAC.COM

4/9/2021

Date

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



Jeff Van Wagenen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/22/2021

Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 

Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Dated: DEC 07 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

4/2/21

Date

Robert Cuel

Contractor Name and Title

President, Province Contract Services

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

4/9/21

Date

Robert Couch

Contractor Name and Title
President, Provider Contract Reverser
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EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form

Date: 4/9/21

Company name: Provida Contract Foodservice

Company owner name: Ronald Couch

Service provided by company: Great Plates Meals

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Ronald Couch

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 PS UNDERGROUND, LLC a California corporation with its principal offices at 1700 South Camino Real, Suite 2, Palm Springs CA 92264 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40, and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$32,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.

- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.

21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.

22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.

28. 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.).
29. 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.

30. 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.
31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR

PS UNDERGROUND
1700 S. Camino
Real, suite 2
Palm Springs,
CA

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

PS UNDERGROUND, LLC

Michael Fietsam

Michael Fietsam

6/4/2020

CONTRACTOR NAME

Date

TITLE

Owner

COMPANY

PS UNDERGROUND

ADDRESS

PHONE

EMAIL

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

By: _____
Lisa Sanchez
Deputy County Counsel

EXHIBIT A

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.

PS UNDERGROUND LLC

Michael Fietsam
PS Underground LLC
1700 South Camino Real, Suite 2
Palm Springs CA 92264
(760) 636-8442

Date 6/4/2020

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

Jeff Van Wageningen
County Executive Officer / County of Riverside

4.30.21
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/20/2021
Gregory P. Priamos
County Counsel

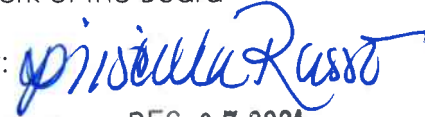
COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 
Dated: DEC 07 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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.

Michael Fietsam
 Contractor Signature
 Michael Fietsam owner
 Contractor Name and Title

6/4/2020
 Date

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.

Michael Fietsam
Contractor Signature

6/4/2020
Date

Michael Fietsam owner
Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form

Date: 6/4/2020

Company name: _____

Company owner name: Michael Fietsam

Service provided by company: _____

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: Michael Fietsam

Owner printed name: Michael Fietsam

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 with RD RNNR LLC Libations Pints and Plates with its principal offices at 78075 Main Street, Unit 105-106 La Quinta, CA 92253-8961 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
- a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.
13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
- a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>
14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.
15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.
16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.
17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).
29. 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.

30. 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.
31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
RD RNNR LLC Libations Pints and Plates
78075 Main Street, Unit 105-106
La Quinta, CA 92253-8961

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE


40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

RD RNNR LLC



4/12/21

CONTRACTOR NAME
TITLE
COMPANY
ADDRESS
PHONE
EMAIL

Date

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

Jeffrey Van Wagenen
County Executive Officer / County of Riverside

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

EXHIBIT A

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.

RD RNNR LLC LIBATIONS PINTS & PLATES

Anita Chmielak, Owner
RD RNNR LLC Libations Pints and Plates
78075 Main Street, Unit 105-106
La Quinta, CA 92253-8961
(442) 400-3255
info@roadrunnerlq.com

4/12/2021
Date

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



Jeff Van Wageningen
County Executive Officer / County of Riverside

4.30.21
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/24/2021

Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 

Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Dated: DEC 07 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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 and 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

9/15/21

Date

Anita Chmielak, Owner

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

4/12/21

Date

Anita Chmielak, owner of RDRNR
Contractor Name and Title

EXHIBIT D

Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 4/12/21

Company name: RD RNNR

Company owner name: Anita Chmielak

Service provided by company: Great Plates meal delivery

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: Anita Chmielak

Owner printed name: Anita Chmielak

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 RIVERCRUST DELI LLC, a California corporation with its principal offices at 6235 River Crest Drive, Suite F, Riverside, CA 92507 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40, and will continue through December 31, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.
5. The COUNTY will develop a list of eligible clients for the program based on the "*Great Plates Delivered* Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.

10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.

11. CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:

- a. Breakfast, lunch and dinner must be low in sodium.
- b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
- c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
- d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:

- a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
- b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
- c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$472,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.

- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.

21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.
28. 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.).
29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
Rivercrust Deli LLC
6235 River Crest Drive, Suite F,
Riverside, CA 92507

AUDITS

37. 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.

38. 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

39. 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.

EFFECTIVE DATE


40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

RIVERCRUST DELI, LLC



CONTRACTOR NAME Chelsea Cox
TITLE Managing Member, Owner
COMPANY River Crust Deli, LLC
ADDRESS 6235 River Crest Dr. Ste F
PHONE 951-656-8145
EMAIL Rivercrust.deli@gmail.com

5-14-2020
Date

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

Jeffrey Van Wagenen
County Executive Officer / County of Riverside

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Lisa Sanchez

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.

RIVERCRUST DELI LLC

Chelsea Cox, Managing Member/Owner
Rivercrust Deli LLC
6235 River Crest Dr. Ste F
Riverside, CA 92507
(951) 656-8145
Rivercrust.deli@gmail.com

5/14/2020

Date

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

Jeff Van Wageningen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/24/2021

Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE


By: 

Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 

DEC 07 2021

Dated: _____

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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.

See Paragraphs 2, 20, and 26 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

5-14-2020

 Date

Chelsea Cox, Managing Member
 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

5-14-2020

Date

Chelsea Cox, Managing Member

Contractor Name and Title

EXHIBIT D

Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 5-14-2020

Company name: Rivercrust Deli, LLC

Company owner name: Chelsea Cox

Service provided by company: Meals to Seniors

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any

felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature:  5-14-2020

Owner printed name: Chelsea Cox

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 SALADVENTURE INC (DBA Bongo Johnny's), a California corporation with its principal offices at 301 N. Palm Canyon, Suite 200, Palm Springs, CA 92262 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40, and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
- a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.
13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
- a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>
14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.
15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.
16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.
17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$101,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

SALADVENTURE INC
(DBA Bongo Johnny's)
301 N. Palm Canyon, Suite 200
Palm Springs, CA 92262

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

SALADVENTURE, INC



19 May 2020

CONTRACTOR NAME Robb Wirt

Date

TITLE President

COMPANY Saladventure, Inc., DBA Bongo Johnny's

ADDRESS 301 N. Palm Canyon Dr., Suite 200

PHONE 949.874.3288

EMAIL ocrobb@hotmail.com

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

By: _____
Lisa Sanchez
Deputy County Counsel

EXHIBIT A

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.

SALADVENTURE INC

Robb Wirt, Owner
SALADVENTURE INC dba Bongo Johnny's
301 N. Palm Canyon, Suite 200
Palm Springs, CA 92262
(949) 874-3288
ocrobb@hotmail.com

5/19/2020

Date

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

Jeff Van Wageningen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Gregory P. Priamos 4/24/2021
Gregory P. Priamos
County Counsel

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: Kecia Harper

Dated: DEC 07 2021

**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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

19 May 2020

Date

Robb Wirt - President

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

19 May 2020

Date

Robb Wirt - President

Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: _____ 19 May 2020 _____

Company name: _Saladventure, Inc. DBA Bongo Johnny's_____

Company owner name: ___Robb Wirt_____

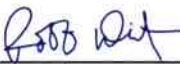
Service provided by company: ___Meal Prep and Meal Delivery_____

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: _____  _____

Owner printed name: _____Robb Wirt_____

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 SHARON'S CREOLE KITCHEN LLC, a Nevada corporation with its principal offices at 24530 Village Walk Place, Suite A, Murrieta CA 92562 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40, and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:

- a. Breakfast, lunch and dinner must be low in sodium.
- b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
- c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
- d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:

- a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
- b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
- c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$118,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

SHARON SCREOLE KITCHEN LLC
24530 Village Walk Place
Suite A
Murrieta, CA 92562

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE


40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

SHARON'S CREOLE KITCHEN, LLC

 _____ 5-19-2020
Date
CONTRACTOR NAME
TITLE owner
COMPANY Sharon's Creole Kitchen
ADDRESS 24530 Village Walk Pl. Ste A Murietta, CA 92562
PHONE 951-600-0114
EMAIL Sharonskitchen@jalisco.com

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

By: _____
Lisa Sanchez
Deputy County Counsel

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.

SHARON'S CREOLE KITCHEN

Sharon Cunningham, Owner
Sharon's Creole Kitchen
24530 Village Walk Pl Ste A
Murrieta, CA 92562
(951) 600-0114
sharonsckitchen@yahoo.com

5/19/2020

Date

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

Jeff Van Wagenen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel


By:



Gregory P. Priamos
County Counsel

4/24/2021

COUNTY OF RIVERSIDE

By: 

Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Kecia Harper
Clerk of the Board

Dated: DEC 07 2021

**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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. **CHANGES.**
See Paragraphs 2, 20, and 26 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

9-16-2021

Date

Sharon Cunningham/owner
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

5-19 2020

Date

Sharon Cunningham - owner

Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form

Date: 5-19-2020

Company name: Sharon's Create Kitchen

Company owner name: Sharon Cunningham

Service provided by company: Providing meals to Seniors

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Sharon Cunningham

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 BALBOA MANAGEMENT GROUP, LLC a Delaware LLC with its principal offices at 5555 Hamner Avenue, Norco CA 92860 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40, and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "*Great Plates Delivered Program Guidance*" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

BALBOA MANAGEMENT
GROUP, LLC
5555 Hamner Avenue,
Norco CA 92860

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

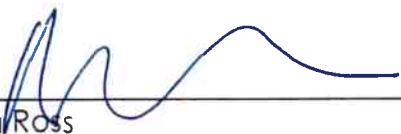
40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

BALBOA MANAGEMENT GROUP, LLC



Rebecca Ross
COO
Balboa Management Group, LLC
5555 Hamner Avenue
Norco, CA. 92860
951-405-0102
bross@silverlakespark.com

5/19/20

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

By: _____
Lisa Sanchez
Deputy County Counsel

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.

SILVERLAKES

See page 11 for signature

Rebecca Ross, COO
Balboa Management Group, LLC
555 Hamner Avenue
Norco, CA 92860
(951) 405-0102
bross@silverlakespark.com

5/19/2020

Date

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

Jeff Van Wagenen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Gregory P. Priamos
County Counsel

4/20/2021

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: _____
Kecia Harper

Dated: DEC 07 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

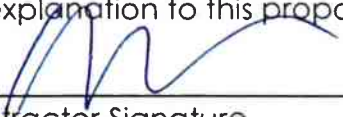
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that 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

5/19/20

Date

Rebecca Ross COO

Contractor Name and Title

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

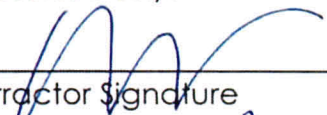
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

9/19/20

Date

Rebecca Ross COO

Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 5/19/20

Company name: Balboa Management Group, LLC

Company owner name: Rebecca Ross COO

Service provided by company: meal preparation + delivery

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any

felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Rebecca Ross COO

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 450 E. Alessandro Blvd, Riverside, California 92508, and NU DISA, LLC dba STEERS BAR AND GRILL, with its principal offices at 82-347 Highway 111, Indio 92202 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade that participated in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 impacted food security in California, and emergency food distribution was necessary to protect the public health and safety during 2020.
- J. The purpose of this Agreement is to memorialize the responsibilities between the Parties regarding the distribution of necessary meals to eligible participants under the program guidelines.

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

TERMS OF AGREEMENT

AGREEMENT TERM

- 1. This Agreement shall be effective retroactively to July 1, 2020 through December 30, 2020.
- 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. CONTRACTOR provided meal delivery services as requested by COUNTY either using its own employees and/or an established local delivery platform. When requested, CONTRACTOR was required to provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who were unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.
- 5. To develop a list of eligible clients for the program based on the "*Great Plates Delivered Program Guidance*" from the California Governor's Office

of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.

- a. To provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a minimum period of three (3) years from the date of termination of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon request.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR is prohibited from sending any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR is prohibited from being a food provider simultaneously participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must have, at a minimum, met the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must have followed established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$147,731 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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 approved 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. For this Agreement, send the original and duplicate copies of invoices to:

Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508
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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).
29. 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.

30. 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.
31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508

CONTRACTOR
Steers Bar and Grill
82-347 Highway 111
Indio, CA 92202

AUDITS

37. 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.
38. 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

39. 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.

STEERS BAR AND GRILL



Name: Dipak Patel
Title: Owner

10/28/21

Date

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



Karen Spiegel, Chair
Board of Supervisors / County of Riverside

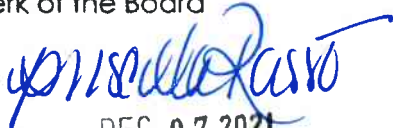
DEC 07 2021

Date

ATTEST:

Kecia Harper
Clerk of the Board

By:



Dated: DEC 07 2021

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By:



Lisa Sanchez
Deputy County Counsel

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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

10/28/24

Date



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.

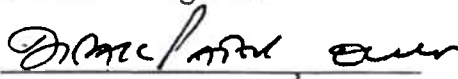
The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification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



Contractor Signature

10/28/21

Date



Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form

Date: 10/28/21

Company name: Steen's Seafood

Company owner name: Orlando Pardo

Service provided by company: Food Delivery

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any

felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Orlando Pardo

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 THE BEACH RESTAURANT, INC a California corporation with its principal offices at 8022 Limonite Avenue, Jurupa Valley, CA 92509 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40, and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$340,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
THE BEACH RESTAURANT, INC
8022 Limonite Avenue,
Jurupa Valley, CA 92509

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE


40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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 BEACH SPORTS GRILL AND BAR



Mark Long, Owner
The Beach Restaurant, Inc.
8022 Limonite Avenue
Jurupa Valley, CA 92509
(760) 799-0365
thebeach92509@yahoo.com

Date 4/12/2021


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




Jett Van Wagenen
County Executive Officer / County of Riverside

Date 4.30.21

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/29/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Dated: DEC 07 2021

**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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

- 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

4/12/2021

Date

Jocelyn Green General Manager
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

4/12/2021
 Date

Jocelyn Green, General Manager
 Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 4/12/2021

Company name: The Beach Restaurant, Inc

Company owner name: MARK Long

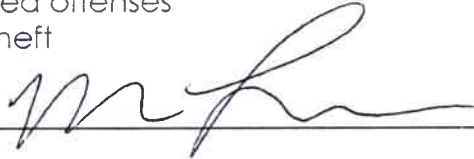
Service provided by company: Meal Prep and delivery

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature:  _____

Owner printed name: Mark Long _____

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 THE BUTLER DID IT, a California corporation with its principal offices at 537 Via Assisi, Cathedral City, CA 92234 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40, and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$80,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).
29. 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.

30. 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.
31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
The Butler Did It
537 Via Assisi
Cathedral City, CA 92234

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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 BUTLER DID IT



Bryan Tuggle, President
537 Via Assisi
Cathedral City CA 92234
(760) 325-2100
TheButlerDidIt@outlook.com

5/3/2020

Date

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



Jeff Van Wageningen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By:  4/22/2021
Gregory P. Priamos
County Counsel


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: 

DEC 07 2021

**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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

5/3/20

Date

BRYAN TUGGLE
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

05/13/2020

Date

BRYAN TUGGLE PRESIDENT

Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 06/03/2020

Company name: THE BUTLER DID IT

Company owner name: BRYAN TUGGLE

Service provided by company: THE BUTLER DID IT

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: BRYAN TUGGLE

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 450 E. Alessandro Blvd, Riverside, California 92508, and TASTE, FOOD PLUS DESIGN, INC. (dba The Food Matters), a California corporation with its principal offices at 2586 Main St, Riverside, CA 92501 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade that participated in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 impacted food security in California, and emergency food distribution was necessary to protect the public health and safety during 2020.
- J. The purpose of this Agreement is to memorialize the responsibilities between the Parties regarding the distribution of necessary meals to eligible participants under the program guidelines.

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

TERMS OF AGREEMENT

AGREEMENT TERM

- 1. This Agreement shall be effective retroactively to July 1, 2020 through December 30, 2020.
- 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. CONTRACTOR provided meal delivery services as requested by COUNTY either using its own employees and/or an established local delivery platform. When requested, CONTRACTOR was required to provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who were unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. To develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. To provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a minimum period of three (3) years from the date of termination of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon request.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR is prohibited from sending any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR is prohibited from being a food provider simultaneously participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must have, at a minimum, met the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must have followed established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$1,601,007 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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 approved 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. For this Agreement, send the original and duplicate copies of invoices to:

Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508
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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.
28. 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.).
29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508

CONTRACTOR
The Food Matters
2586 Main Street
Riverside, CA 92501

AUDITS

37. 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.
38. 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

39. 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.

TASTE, FOOD PLUS DESIGN, INC., DBA THE FOOD MATTERS



Name: Jerry Wayne Baker
Title: Owner/Chief Executive Officer

october 5, 2021
Date

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



Karen Spiegel, Chair
Board of Supervisors / County of Riverside

DEC 07 2021
Date

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Dated: DEC 07 2021

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 

Lisa Sanchez
Deputy County Counsel

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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

october 5, 2021

Date

jerry baker owner

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

october 5, 2021

Date

jerry baker owner

Contractor Name and Title

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 THE GROVE COMMUNITY CHURCH (dba The Hub) a California corporation with its principal offices at 19900 Grove Community Drive, Riverside 92508 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40, and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$260,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
THE GROVE COMMUNITY CHURCH
(dba The Hub)
19900 Grove Community Drive,
Riverside 92508

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE


40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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 GROVE COMMUNITY CHURCH INC


CONTRACTOR NAME Adrienne Bardos Date 4-12-21
TITLE Hub Ministry Director
COMPANY The Grove Community Church
ADDRESS 19900 Grove Community Dr., Riverside, CA 92508
PHONE 951-571-9090
EMAIL ABardos@thegrove.cc

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

Jeffrey Van Wagenen
County Executive Officer / County of Riverside

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

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 GROVE COMMUNITY CHURCH

Adrienne Bardos, HUB Ministry Director
The Grove Community Church
19900 Grove Community Dr
Riverside, CA 92508
(951) 571-9090
abardos@thegrove.cc

4/12/2021

Date

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

Jeff Van Wagener
County Executive Officer / County of Riverside

4-30-21

Date

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____
Gregory P. Priamos
County Counsel

4/24/2021

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: _____

Dated: _____
DEC 07 2021

**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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

4.12.21
Date

Adrienne Bardos, Hub Ministry Director
Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 4.12.21

Company name: The Grove Community Church

Company owner name: Hub Ministry Director

Service provided by company: Senior Meals

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: Adrienne Bardos

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 The Red Kettle with its principal offices at 54220 N Circle Dr Box 4006, Idyllwild, CA 92549 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
The Red Kettle
54220 N Circle Dr Box 4006,
Idyllwild, CA 92549

AUDITS

37. 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.

38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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 RED KETTLE

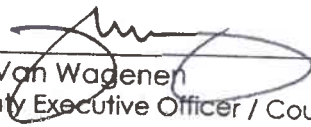


Ann Weaver, General Manager
The Red Kettle
54220 N Circle Dr Box 4006
Idyllwild, CA 92549
(951) 897-0291
ann.weaver421@gmail.com

6/01/2020

Date

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


Jeff Van Wagener
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/24/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board


By: 
Dated: DEC 07 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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.

Ann Weaver
Contractor Signature

6/1/20
Date

Ann Weaver, GM
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.

Ann Weaver

Contractor Signature

6/1/20

Date

Ann Weaver, GM

Contractor Name and Title

EXHIBIT D
**Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form**

Date: 6/1/20

Company name: Red Kettle

Company owner name: The Peregrine Falcon, LLC

Service provided by company: Food

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: Ann H. Weaver

Owner printed name: Ann H. Weaver

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 THE SOUTHERN BELLE CAFÉ, INC, a California corporation with its principal offices at 33490 Date Palm Drive #3066, Cathedral City, CA 92235 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40, and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.
5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.

10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.

11. CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:

- a. Breakfast, lunch and dinner must be low in sodium.
- b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
- c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
- d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:

- a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
- b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
- c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$108,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.

- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.

21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.
28. 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.).
29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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

Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR

The Southern Belle Café, Inc.
33490 Date Palm Dr., #3066
Cathedral City, CA 92235

AUDITS

37. 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.

38. 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

39. 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.

EFFECTIVE DATE

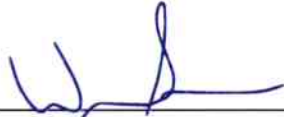
40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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 SOUTHERN BELLE CAFÉ, INC



William Schneid
Owner
The Southern Belle Café, Inc.
33490 Date Palm Dr., #3066
Cathedral City, CA 92235
760-770-0079
sleuthone@worldfind.biz

5/29/2020
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

By: _____
Lisa Sanchez
Deputy County Counsel


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 SOUTHERN BELLE CAFÉ

William Schneid, Owner
The Southern Belle Café, Inc.
33490 Date Palm Dr., #3066
Cathedral City, CA 92235
760-770-0079
sleuthone@worldfind.biz

5/29/2020
Date

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



Jeff Van Wagenen
County Executive Officer / County of Riverside

4.30.21
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/29/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

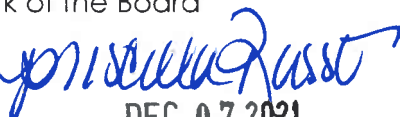
By: 
Dated: DEC 07 2021

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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.

See Paragraphs 2, 20, and 26 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

5/29/2020

 Date

William Schneid, Owner
 Contractor Name and Title

**EXHIBIT C
 CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

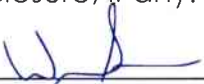
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

5/29/2020

Date

William Schneid, Owner

Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form

Date: 5/29/2020

Company name: The Southern Belle Café, Inc.

Company owner name: William Schneid

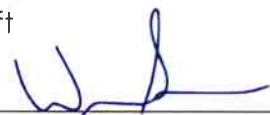
Service provided by company: The Southern Belle Café, Inc.

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature:  _____

Owner printed name: William Schneid _____

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 Thomas Catering with its principal offices at 2593 San Jacinto St., San Jacinto, CA 92583 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "*Great Plates Delivered Program Guidance*" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
Thomas Catering
2593 San Jacinto St., San
Jacinto, CA 92583

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

THOMAS CATERING



8-1-20

CONTRACTOR NAME

Date

TITLE

owner

COMPANY

ADDRESS

PHONE

EMAIL

2593 San Jacinto St.

San Jacinto, CA 92583

951-315-6239

maryskip@earthlink.net

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

Jeffrey Van Wagenen

County Executive Officer / County of Riverside

Date

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: _____

Lisa Sanchez

Deputy County Counsel

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.

THOMAS CATERING

Randolph Thomas, Owner
Thomas Catering
2593 San Jacinto St.
San Jacinto, CA 92583
(951) 315-6239
maryskip@earthlink.net

8/1/2020

Date

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

Jeff Van Wagenen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:

 4/20/2021

Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 

Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By:



Dated: DEC 07 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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.

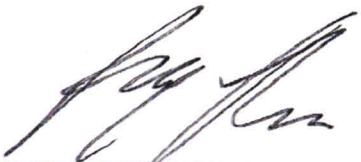
EXHIBIT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(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



Contractor Signature

8-1-20

Date

Randolph Thomas owner

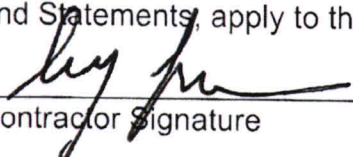
Contractor Name and Title

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

8-1-20

Date



Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs

Vendor Attestation Form

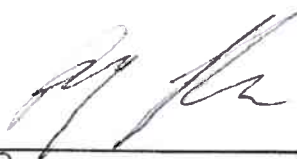
Date: 8/1/20
Company name: THOMAS CATERING
Company owner name: RANDOLPH THOMAS
Service provided by company: THOMAS CATERING

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 
Owner printed name: RANDOLPH THOMAS

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 TOASTY INC (dba Toast) a California corporation with its principal offices at 39672 Paseo De Flores, Murrieta, CA 92562 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40, and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$350,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
TOASTY INC (dba Toast)
39672 Paseo De Flores,
Murrieta, CA 92562

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE


40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

TOASTY INC



CONTRACTOR NAME Richard Leigh
TITLE Member
COMPANY Toasty Inc DBA TOAST
ADDRESS 28656 Old Town Front St
PHONE 951-294-1064
EMAIL rleigh@fluidandfare.com

5/29/20
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

By: _____
Lisa Sanchez
Deputy County Counsel

EXHIBIT A

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.


TOAST

Richard Leigh, Member
Toasty Inc dba Toast
28656 Old Town Front St
Temecula, CA 92590
(951) 294-1064
rleigh@fluidandfare.com

5/29/2020

Date

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


Jeff Van Wagenen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/24/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Dated: DEC 07 2021

**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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

5/29/20

Date

Richard Leigh - Member

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

5/29/20

Date

Richard Leigh - Member

Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 5/59/20

Company name: Toasty Toast

Company owner name: Richard Leigh/Member

Service provided by company: Great Plates Program

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any

felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature:  _____

Owner printed name: Richard Leigh

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 450 E. Alessandro Blvd, Riverside, California 92508, and TROON RESTAURANT HOLDINGS LLC (dba Vue Grill and Bar), a California corporation with its principal offices at 44-500 Indian Wells Ln, Indian Wells, CA 92210 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade that participated in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 impacted food security in California, and emergency food distribution was necessary to protect the public health and safety during 2020.
- J. The purpose of this Agreement is to memorialize the responsibilities between the Parties regarding the distribution of necessary meals to eligible participants under the program guidelines.

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

TERMS OF AGREEMENT

AGREEMENT TERM

- 1. This Agreement shall be effective retroactively to July 1, 2020 through December 30, 2020.
- 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. CONTRACTOR provided meal delivery services as requested by COUNTY either using its own employees and/or an established local delivery platform. When requested, CONTRACTOR was required to provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who were unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. To develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. To provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a minimum period of three (3) years from the date of termination of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon request.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR is prohibited from sending any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR is prohibited from being a food provider simultaneously participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must have, at a minimum, met the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must have followed established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$1,601,007 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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 approved 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. For this Agreement, send the original and duplicate copies of invoices to:

Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508
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.

TERMS AND CONDITIONS

24. 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.

25. 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.

26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.

27. 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.
28. 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.).
29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
450 E. Alessandro Blvd
Riverside, CA 92508

CONTRACTOR
Vue Grill and Bar
44-500 Indian Wells Ln.
Indian Wells, CA 92210

AUDITS

37. 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.
38. 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


39. 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.

TROON RESTAURANT HOLDINGS LLC DBA VUE GRILL AND BAR



Name: Ruth Engle
Title: Executive Vice President and CEO

9/27/21

Date

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



Karen Spiegel, Chair
Board of Supervisors / County of Riverside

DEC 07 2021

Date

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Dated: DEC 07 2021

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 

Lisa Sanchez
Deputy County Counsel

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.
See Paragraphs 2, 20, and 26 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

9/27/21

Date

RUTHENBURG, GPO

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

9/27/21

Date

RUTH ENGLE, CEO

Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 9/27/21

Company name: Troon Restaurant Holdings LLC dba Vue Grill and Bar

Company owner name: Ruth Engle

Service provided by company: Food service and delivery

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any

felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature:  _____

Owner printed name: RUTH ENGLE

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 Tuition Tacos with its principal offices at 3375 Iowa Ave Ste D, Riverside, CA 92507 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
Tuition Tacos
3375 Iowa Ave Ste D
Riverside, CA 92507

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE

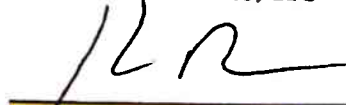
40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

BEYOND THE BITES, LLC



4-12-21
Date

CONTRACTOR NAME HECTOR ROSALES
TITLE OWNER
COMPANY TAZZON TACOS
ADDRESS 3375 IOWA AVE RIVERSIDE, CA
PHONE
EMAIL

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

Jeffrey Van Wagenen
County Executive Officer / County of Riverside

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

EXHIBIT A

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.

TUITION TACOS

Hector Rosales, Owner
Tuition Tacos
3375 Iowa Ave Ste D
Riverside, CA 92507
(909) 239-5076
info@tuitiontacos.com

4/12/2021
Date

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

Jeff Van Wagenen
County Executive Officer / County of Riverside

4.30.21
Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/20/2021
Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 07 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 
Dated: DEC 07 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.

See Paragraphs 2, 20, and 26 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.

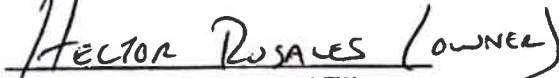
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions 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



Contractor Name and Title

4-12-21

Date

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

Hector Rosales (owner)
Contractor Name and Title

4-12-21

Date

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior Nutrition Programs Vendor Attestation Form

Date: 4-12-21

Company name: TURZON TACOS

Company owner name: HECTOR ROSALES

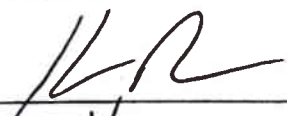
Service provided by company: FOOD/MEALS DELIVERED

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: 

Owner printed name: HECTOR ROSALES

**COUNTY OF RIVERSIDE
AGREEMENT FOR THE PURCHASE AND DISTRIBUTION OF FOOD
FOR THE STATE OF CALIFORNIA GREAT PLATES DELIVERED PROGRAM**

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 with Rincon Norteno Inc its principal offices at 83011 Indio Blvd Indio, CA 92201 ("CONTRACTOR"). 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. The CONTRACTOR is an eligible licensed local food provider in good standing with Environmental Health Restaurant Grade participating in the Great Plates Delivered program which was launched April 24, 2020 by Governor Gavin Newsom. The purpose of the program is twofold: 1) to provide meals to adults 65 and older and adults 60-64 who are at high-risk, as defined by the Center for Disease Control and Prevention (CDC) and who are unable to access meals while staying at home and are ineligible for other nutrition programs; and 2) to support local restaurants and other food provider/agricultural workers and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics.
- C. The World Health Organization (WHO) and the 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 the public health and safety.
- J. The purpose of this Agreement is to set forth the responsibilities between the Parties for the distribution of necessary meals to eligible participants under the program guidelines.

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 upon the Effective Date as set forth in Paragraph 40 and will continue through June 10, 2020 unless otherwise terminated or extended.
- 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. CONTRACTOR must provide meal delivery services as requested by COUNTY either using their own employees and/or an established local delivery platform. When requested, CONTRACTOR shall provide three meals a day to individuals who are 65 or older or 60-64 and at high-risk, as defined by the Centers for Disease Control and Prevention, and who are unable to access meals while staying at home.

COUNTY RESPONSIBILITIES

- 4. The COUNTY is the local administrator for the program and will be responsible for all fiscal and data requirements and reporting.

5. The COUNTY will develop a list of eligible clients for the program based on the "Great Plates Delivered Program Guidance" from the California Governor's Office of Emergency Services, which can be viewed at (<https://covid19.ca.gov/img/wp/great-plates-delivered-program-guidance.pdf>), and identify the client(s) matched with CONTRACTOR as the approved local restaurant.
 - a. The COUNTY will provide the CONTRACTOR with information about each client's meal order, as needed, to complete the meal delivery services.
6. The COUNTY shall retain a copy of all invoices and cost-supporting documentation from the CONTRACTOR for a period of three (3) years from the Effective Date of this Agreement.

CONTRACTOR RESPONSIBILITIES

7. The CONTRACTOR must be a licensed food provider located within the geographical boundaries of the County of Riverside that prioritizes local jobs, worker retention, worker health and safety, and standards of equity and fairness in employment practices, wages, hiring, and promotion.
8. A copy of the CONTRACTOR's license must be provided to COUNTY upon signature of this Agreement.
9. CONTRACTOR's employees, individuals performing delivery services on behalf of the CONTRACTOR, and/or delivery service platform employees delivering meals on behalf of the CONTRACTOR, must have passed an appropriate background check procedure which includes a Department of Motor Vehicle and criminal records check provided at the cost of either employee or CONTRACTOR, as permitted by law.
 - a. CONTRACTOR will not send any person to deliver for the Great Plates Delivered program who has a criminal conviction of any felony or misdemeanor violent crime, sexual offense, drug-related offense, fraud or theft.
 - b. CONTRACTOR will complete and submit a Vendor Attestation Form (Exhibit D), attesting that these requirements have been met for all individuals providing meal delivery services.
10. The CONTRACTOR must have the ability to meet volume and nutritional standards; source local produce/meats (if available); meet cultural needs.
11. **CONTRACTOR cannot be a food provider currently participating in a state or federal meal service program(s).**

12. Each meal provided by the CONTRACTOR must, at a minimum, meet the following requirements:
 - a. Breakfast, lunch and dinner must be low in sodium.
 - b. No sugary drinks (<24 calories /8 oz. and if fruit juice, must be only 100 percent fruit juice allowed).
 - c. Lunch and dinner must contain a piece of fresh fruit or vegetable on each dish.
 - d. No alcohol is permitted.

13. The CONTRACTOR must follow established food safety protocols and best practices for retail food establishments and important COVID-19 recommendations. Resources include the following:
 - a. United States Food and Drug Administration (FDA) Guidance found at <https://www.fda.gov/>
 - b. Centers for Disease Control and Prevention (CDC) Guidance found at <https://www.cdc.gov/>
 - c. California Department of Public Health (CDPH) Guidance found at <https://www.cdph.ca.gov/>

14. The CONTRACTOR shall provide detailed, itemized invoices to the COUNTY to verify eligible client meal and distribution costs. Upon receipt and verification of these invoices, the COUNTY shall promptly pay the CONTRACTOR for these costs, to the extent funds are available under this Agreement.

15. The CONTRACTOR shall include with the invoice the number of total clients served and such other documentation as the COUNTY shall reasonably require.

16. 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 and/or delivery costs. The CONTRACTOR shall cooperate with the COUNTY in providing the requested information and data.

17. The CONTRACTOR shall use all funding provided under this Agreement for the benefit of provisioning food to approved clients in the COUNTY, including support and transport.

GOVERNING LEGAL REQUIREMENTS

18. The COUNTY shall administer and distribute funds to reimburse the CONTRACTOR for eligible costs of providing and distributing food to approved clients. 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 FEMA reimbursements, including the federal provisions attached hereto, and incorporated herein as Exhibit A. Should there be any conflict between the provision of this Agreement and Exhibit A, the terms and conditions in Exhibit A shall govern.

COMPENSATION

19. The COUNTY shall reimburse up to a maximum of \$240,000 to CONTRACTOR, for the costs of acquiring and distributing food to eligible participants, herein referred to as "clients," in the Great Plates Delivered program.
- a. Daily client costs are limited to sixty-six dollars (\$66.00) for three (3) daily meals per person, inclusive of delivery and reasonable administrative costs.
- b. COUNTY is not responsible for any fees or costs incurred above or beyond the amount in subsection (a) above, as expressly requested by COUNTY, and shall have no obligation to purchase any specified amount of services or products.
- c. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
20. The maximum reimbursable amount set forth in Paragraph 19 may be modified by the EMD, in its sole discretion, upon written notice to CONTRACTOR.
21. Funds will be provided to CONTRACTOR from the COUNTY based on the need and the funding available.
22. The COUNTY shall only reimburse costs incurred by the CONTRACTOR in acquiring and distributing meals to eligible clients pursuant to the terms and conditions set forth in this Agreement.

METHOD OF PAYMENT

23. 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. 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.

TERMS AND CONDITIONS

24. 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.
25. 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.
26. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the Parties hereto.
27. 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.

28. 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.).
29. 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.

30. 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.
31. 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.

32. 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.

33. 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.

TERMINATION

34. 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.

After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

35. 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

36. 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
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR
Rincon Norteno Inc
83011 Indio Blvd
Indio, CA 92201

AUDITS

37. 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.
38. 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

39. 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.

EFFECTIVE DATE


40. The Effective Date of this Agreement shall be the date on which it is signed by all the Parties.

[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.

RINCON NORTENO, INC.



CONTRACTOR NAME
TITLE *C.O.*
COMPANY *Rincon Norteno*
ADDRESS *83011 Indio Blvd*
PHONE *760 347-4154*
EMAIL

4/12/21

Date

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

Jeffrey Van Wagenen
County Executive Officer / County of Riverside

Date

APPROVED ASTO FORM:
Gregory P. Priamos
County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

EXHIBIT A

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.

RINCON NORTENO INC

Prudencio Flores, Owner
Rincon Norteno Inc
83011 Indio Blvd
Indio, CA 92201
(760) 578-6556
rinconnorteno@verizon.net

4/12/2021

Date

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



Jeff Van Wageningen
County Executive Officer / County of Riverside

4.30.21

Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  4/20/2021

Gregory P. Priamos
County Counsel

COUNTY OF RIVERSIDE

By: 

Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 14 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Dated: DEC 14 2021

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 for 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 Paragraph 34 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 Paragraph 34 of the Agreement.

XV. CHANGES.

See Paragraphs 2, 20, and 26 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

4/15/21

Date

Prudencia Flores C. PO

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



Date



Contractor Name and Title

EXHIBIT D
Riverside County Great Plates Restaurant Meals Program & General Senior
Nutrition Programs Vendor Attestation Form

Date: 4/12/21

Company name: Rincon No Tax Inc

Company owner name: Paul Flores

Service provided by company: Food/Meals/Prep

OWNER ATTESTATION

As owner/manager of the above company, I attest that all hired or contracted employees who are delivering for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, shall have a completed background check on file with my company.

My company will not send any person to deliver for the Great Plates Restaurant Meals program, or any other Riverside County senior nutrition program, who has a criminal conviction of any felony or any misdemeanors related to any of the following:

- Violent crimes
- Sexual offenses
- Drug-related offenses
- Fraud or theft

Owner signature: Paul Flores

Owner printed name: Paul Flores