

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



**ITEM: 3.20
(ID # 21214)**

MEETING DATE:
Tuesday, May 02, 2023

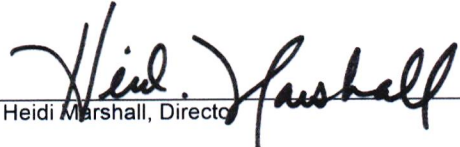
FROM : HOUSING AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve the Form of the Subrecipient's Agreement for Use of Riverside County American Rescue Plan Act (ARPA) Funding for the Riverside County Nonprofit Assistance Fund (HWS-0004831) with Awarded Vendor Inland Southern California 211+, a Subsidiary of Inland Southern California United Way (ISCUW) for Direct Financial Support and Assistance Grant Funding; Approve the Form of the Subrecipient's Agreement for Use of Riverside County American Rescue Plan Act (ARPA) Funding for the Riverside County Nonprofit Assistance Fund (HWS-0004859) with Awarded Vendor Inland Empire Community Foundation (IECF) for Programmatic Grant Funding; and Approve the Form of the Subrecipient's Agreement for Use of Riverside County American Rescue Plan Act (ARPA) Funding for the Riverside County Nonprofit Assistance Fund (HWS-0004861) with Awarded Vendor Regional Access Project Foundation (RAP) for Technical Assistance and Support, Establishing These Organizations as Subrecipients of the Riverside County Nonprofit Assistance Fund (RCNAF) upon Execution through June 30, 2024; All Districts. [\$14,500,000 – 100% Federal ARPA Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

Continued on page 2

ACTION:Policy


Heidi Marshall, Director 3/22/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Gutierrez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 2, 2023
Recused: Spiegel
xc: HWS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the form of the Subrecipient's Agreement for the Use of Riverside County American Rescue Plan Act (ARPA) Funding for the Riverside County Nonprofit Assistance Fund (HWS-0004831) with Inland Southern California 211+, a Subsidiary of Inland Southern California United Way (ISCUW), to establish ISCUW as a subrecipient of the Riverside County Nonprofit Assistance Fund (RCNAF) under the American Rescue Plan Act (ARPA) for a total amount of \$6,343,738.35 for a period beginning upon execution through June 30, 2024;
2. Approve the form of the Subrecipient's Agreement for the Use of Riverside County American Rescue Plan Act (ARPA) Funding for the Riverside County Nonprofit Assistance Fund (HWS-0004859) with Inland Empire Community Foundation (IECF) to establish IECF as a subrecipient of the RCNAF under the ARPA for a total amount of \$6,854,483.25 for a period beginning upon execution through June 30, 2024;
3. Approve the form of the Subrecipient's Agreement for the Use of Riverside County American Rescue Plan Act (ARPA) Funding for the Riverside County Nonprofit Assistance Fund (HWS-0004861) with Regional Access Project Foundation (RAP) to establish RAP as a subrecipient of the RCNAF under the ARPA for a total amount of \$1,301,778.40 for a period beginning upon execution through June 30, 2024;
4. Authorize the Director of the Housing and Workforce Solutions (HWS), or designee, to execute each of the attached Subrecipient's Agreements on behalf of the County, substantially conforming in form and substance to the attached Subrecipient's Agreements, subject to approval as to form by County Counsel; and
5. Authorize the Director of HWS, or designee, to administer the RCNAF and to take all necessary steps to implement the Subrecipient's Agreements, including but not limited to negotiating, approving, and executing amendments to the Subrecipient's Agreements and subsequent essential and relevant documents to increase and accept additional ARPA funding, subject to the approval as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$14,500,000	\$ 0	\$14,500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: American Rescue Plan Act (ARPA) Funds (100%)			Budget Adjustment: No	
			For Fiscal Year: 22/23 - 23/24	

C.E.O. RECOMMENDATION: Approve

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BACKGROUND:

Summary

On March 11, 2021, President Biden signed into law a \$1.9 trillion economic stimulus bill also known as the COVID-19 Stimulus Package or the American Rescue Plan Act (ARPA). ARPA includes \$362 billion in Coronavirus State and Local Fiscal Recovery Funds (ARPA Fiscal Recovery Funds) for the eligible state, local, territorial, and tribal governments. These ARPA Fiscal Recovery Funds can be utilized for four categories of eligible uses:

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

Riverside County's share of the American Rescue Plan Act (ARPA) funding was estimated to be \$479 million, of which the first installment of \$239,937,299 was received on May 10, 2021. Funds must be obligated by December 31, 2024 and are to be expended by December 31, 2026.

On April 27, 2021 (Minute Order 3.5), the Executive Office presented the Board of Supervisors with a preliminary ARPA funding allocation and on October 19, 2021 (Minute Order 3.5), presented a revised funding allocation after the U.S. Treasury released the ARPA interim funding guidelines. The funding allocation obligates funds to seven (7) categories: Infrastructure, Housing and Homelessness, Economic Recovery, County Departments Response, Nonprofit Assistance, Child Care, and Revenue Backfill.

The Nonprofit Assistance funding category was established to continue the County's efforts to strengthen, expand, and support the local nonprofit sector to amplify their philanthropic roles which have played a critical role in the pandemic response. This work was initiated with CARES funding as small grants to support financially impacted non-profits. Through this initial effort, \$4.9 million was allocated for the Nonprofit Assistance Fund to support nonprofit organizations negatively impacted by the pandemic. The program provided grants up to \$10,000 to qualified nonprofits. Inland Empire Community Foundation (IECF) held three funding rounds to allocate the funding countywide benefitting 494 nonprofits. As the County moves to long-term strategies focused on impact, sustainability, and building economic and community resiliency, the Executive Office established the Riverside County

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Nonprofit Roundtable (RCNR) to build a formal public-private-community partnership. The primary goals of the county and RCNR are to:

1. Expand financial support and build philanthropic dollars for nonprofits to ensure their fiscal viability and continued capacity to deliver services during the economic recovery and bring in more opportunities for additional funding;
2. Strengthen partnerships with local nonprofits and work with them on large-scale local initiatives and the provision of community services; and
3. Assist the nonprofit community with technical assistance to achieve greater and more sustainable impact.

The RCNR provides guidance to the County on policy, funding, and partnerships that affect the nonprofit sector. The first task of the RCNR was to provide funding recommendations for the \$15,000,000 in ARPA funding that the Board has allocated to nonprofit assistance.

The Riverside County Nonprofit Roundtable held an inaugural meeting on January 31, 2022, to begin the process of establishing a funding framework and recommendations to the Board. Since this date, the roundtable has held a series of meetings to assess needs, capacity, and long-term goals. The below framework is the culmination of these efforts.

On July 26, 2022 (Minute Order 3.20) the Board of Supervisors approved HWS to move forward with issuing a Request for Proposals (RFP) to identify an intermediary agency (or agencies) to serve as the lead agency to coordinate the countywide competitive grant application process and to provide grants in support of two primary categories of funding assistance that will achieve Direct Financial Support and Assistance and Programmatic Funding. A third category was also established for nonprofits needing technical assistance.

It was recommended that the funds be divided equally among all five Supervisorial Districts to ensure access and benefit from this funding countywide.

The RFP closed on December 16, 2022, and one (1) application was received. Inland Southern California United Way (ISCUW) applied in conjunction with Inland Empire Community Foundation (IECF) and Regional Access Project Foundation (RAP). ISCUW will administer grants for the direct financial support and assistance category. IECF will administer grants for the programmatic grant funding category. RAP will administer technical assistance and support to nonprofit recipients of RCNAF grants.

Funding Framework

As Subrecipients, ISCUW and IECF are proposing to issue two separate competitive RFP rounds both of which will be available at: rivcononprofit.org. The technical assistance opportunity provided by RAP will also be publicized and made available on

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rivcononprofit.org. Subsequent rounds may occur for any remaining funds. The three (3) categories of funding assistance include:

1. **Direct Financial Support and Assistance** – Nonprofits have faced significant challenges due to the pandemic's increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees. This category of assistance is specifically designed to address negatively or disproportionately impacted non-profit organizations under the following criteria:
 - a. *Impacted Nonprofits*
 - i. Decreased revenue (e.g., from donations and fees)
 - ii. Financial insecurity
 - iii. Increased costs (e.g., uncompensated increases in service needs)
 - iv. Capacity to weather financial hardship
 - v. Challenges covering payroll, rent, or mortgage, and other operating costs
 - b. *Disproportionately Impacted Nonprofits*
 - i. Nonprofits operating in Qualified Census Tracts: Qualified Census Tracts (QCTs) are areas where 50% or more of the households have incomes below 60% of the area median income, or where the poverty rate is 25% or higher. Section 42 of the Internal Revenue Code defines them and further restricts the total population of designated QCTs to 20% of area population. The HUD website offers a [QCT Table Generator](#).

Grants provided under this category will assist impacted nonprofits recover from pandemic impacts and will help build nonprofit capacity.

Assistance provided under this category will combine financial grants and technical assistance to help recover and support the improvements of operational and fiscal capacity. The anticipated grant level is \$50,000-\$150,000 per nonprofit to be awarded to approximately 50-60 grantees total.

The goals are to: a) Financially assist nonprofits with immediate financial stabilization needs resulting from the pandemic's public health and negative economic impacts, and b) Improve long-term financial stability by increasing organizational readiness and alignment with future philanthropic funding. ISCUW will administer the application, grant payments, and reporting.

2. **Programmatic Funding** – Seeks to financially support programming and services for disproportionately impacted communities including those communities with low Healthy Places Index (HPI) scores to advance the County's HPI goals and initiatives.

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The anticipated grant level is \$50,000-\$150,000 per nonprofit to be awarded to approximately 30-40 grantees.

IECF will prioritize nonprofit organizations who are ineligible for direct assistance and who are responding programmatically to the following ARPA-eligible impacts:

- a. Unemployment
- b. Increased food or housing insecurity
- c. Negative impacts on public health
- d. Negative impacts on mental health (e.g., suicide prevention, substance use, depression, anxiety, etc.)
- e. Criminal Justice/Public Safety
- f. Disruptions in childcare, and early learning centers
- g. Child welfare and foster care system
- h. Educational disparities such as loss of instructional time and/or learning loss

The agencies that receive programmatic funding for an eligible activity, will align with the County's goal to increase HPI scores and/or have demonstrated progress.

3. **Technical assistance (TA)** will be provided through the Regional Access Project Foundation (RAP) to Riverside County nonprofits, distributed equally amongst the county's supervisorial districts, to gain specialized services or skills to operate more effectively, strengthen sustainability, build capacity by leveraging financial resources, and improve core operations. Technical assistance will be individualized to the needs of organizations and will be provided for the following categories:

- a. Fundraising/Events
- b. Financial Budgeting
- c. Grant Writing
- d. Board Development
- e. Strategic Planning
- f. Financial Sustainability of Organization

RAP will utilize their staff, current consultants, and collaborate with interested nonprofits to provide TA for the grant period. RAP has established agreements with consultants whose expertise includes marketing, legal, finance, strategic planning, and many other relevant fields to support nonprofits.

Technical Assistance will address operational, fiscal, and programmatic capacities for 450 Riverside County nonprofits:

- a. Grant Writing Workshops/Cohorts- 150 nonprofits
- b. One-On-One Strategic Planning- 50 nonprofits
- c. One-on-One/Cohorts Financial Controls- 100 nonprofits
- d. Fund Development Workshops/Cohorts- 100 nonprofits

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- e. Other Technical Assistance (to include grant application support)- 50 nonprofits

The expected outcomes of the TA will be to improve nonprofits' long-term financial stability and to help them prepare for future funding opportunities to advance countywide outcomes. Preference will be given to nonprofits with operational budgets of less than \$1 million to support the County's smaller nonprofits or those seeking to further establish their operations.

The Nonprofit Assistance Fund grant program reflects a collaborative structure to maximize countywide impact. Funding rounds will be jointly coordinated amongst the three grantmaking entities - ISCUW, IECF, and RAP to amplify sustainable economic and community impact while serving as a visible model of collaboration for regional resiliency. The project team will host monthly roundtables for stakeholders and funding partners to participate in support, strategy planning, implementation guidance, and identifying additional collaborative work that can advance desired outcomes countywide.

HWS will monitor the performance of ISCUW, IECF, and RAP as the Subrecipients against goals and performance standards as provided in the Subrecipient's Agreements. The Subrecipients are obligated to cooperate with HWS to provide adequate documentation as needed for audit purposes. HWS will work with Subrecipients to establish criteria for funding, to develop the grant program parameters, and confer with agencies prior to application solicitation or award distribution.

Housing and Workforce Solutions (HWS) Role

HWS is partnering with the Subrecipients and will facilitate activities to support nonprofits, such as continuing to coordinate the Riverside County Nonprofit Roundtable meetings, hosting the website domain that will direct nonprofits to the funding opportunities, perform data analysis, marketing, hosting a countywide nonprofit summit, audits, and planning.

On July 26, 2022 (Minute Order 3.20) the Board of Supervisors approved a \$500,000 allocation to HWS for administrative costs including: staffing, data analysis, marketing, countywide summit, and meeting materials for a two-year (2) period. Administrative costs include funding for a project manager whose responsibilities include the coordination of the roundtable efforts chief of which is designing a long-term sustainability plan.

Impact on Citizens and Businesses

The proposed direct financial support and assistance, and programmatic funding programs will utilize American Rescue Plan Act funding to mobilize the nonprofit sector in addressing the needs of disproportionately impacted communities that are low-income and underserved that have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because preexisting disparities exacerbated the impact of the pandemic.

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Additional Fiscal Information

No impact upon the County's General Fund. The County's contribution to the program will be fully funded with American Rescue Plan Act (ARPA) funds.

Funding will be dispersed as detailed below:

Activity	Amount
Inland Southern California United Way	
Direct Financial Support and Assistance	\$6,134,496.35
Administrative Expenses	\$209,242.00
ISCUW Total	\$6,343,738.35
Inland Empire Community Foundation	
Programmatic Funding	\$6,525,000.00
Administrative Expenses	\$329,483.25
IECF Total	\$6,854,483.25
Regional Access Project Foundation	
Technical Assistance	\$1,097,250.00
Administrative Expenses	\$204,528.40
RAP Total	\$1,301,778.40
Total	
	\$14,500,000

Attachments:

- Form of Subrecipient's Agreement No. HWS-0004831 between Inland Southern California 211+, a subsidiary of Inland Southern California United Way, and the County of Riverside
- Form of Subrecipient's Agreement No. HWS-0004859 between Inland Empire Community Foundation and the County of Riverside
- Form of Subrecipient's Agreement No. HWS-0004861 between Regional Access Project and the County of Riverside

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Brianna Lontajo, Principal Management Analyst

4/27/2023



Ronak Patel, Assistant HR Director

3/28/2023

**SUBRECIPIENT'S AGREEMENT
FOR THE USE OF RIVERSIDE COUNTY
AMERICAN RESCUE PLAN ACT (ARPA) FUNDING
FOR THE RIVERSIDE COUNTY NONPROFIT ASSISTANCE FUND
(HWS-0004831)**

This Subrecipient's Agreement ("Agreement"), for the use of U.S. Department of the Treasury ("Treasury Department") Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter "ARPA or the "Act", for the purpose of providing direct financial support and assistance to nonprofit organizations under the Riverside County Nonprofit Assistance Fund ("RCNAF"), is made and entered into as of the Effective Date (defined herein), by and between County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Inland Southern California 211+, a California nonprofit public benefit corporation and subsidiary of Inland Southern California United Way, hereinafter referred to as "SUBRECIPIENT".

RECITALS

WHEREAS, Riverside County nonprofit organizations suffered negative financial impacts related to the COVID-19 pandemic and continue to need the capacity to respond to the impacts of the COVID-19 pandemic and the recovery efforts; and

WHEREAS, COUNTY desires to build efforts to strengthen, expand, and support the local nonprofit sector which has played a critical role in the pandemic response; and

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the Act, and on January 6, 2022, the Treasury Department adopted a Final Rule implementing the SLFRF; and

WHEREAS, state, territorial, local, and tribal governments were required to comply with the Final Rule by April 1, 2022 when the Final Rule takes effect; and

WHEREAS, the Act, the regulations promulgated thereunder in 31 CFR Part 35, and the Final Rule (collectively, "ARPA Rules") provides that the SLFRF may be used to cover costs

1 that are necessary expenditures incurred due to the public health emergency with respect to the
2 COVID-19 pandemic; and

3 WHEREAS, the Act states that the SLFRF may be used “to respond to the public health
4 emergency with respect to COVID-19 and its negative economic impacts, including assistance
5 to households, small businesses and nonprofits”; and

6 WHEREAS, pursuant to 31 CFR Part 35.6(b)(3)(ii)(C), one of the Eligible Uses (as
7 defined under ARPA Rules) of the SLFRF is to provide assistance to nonprofit organizations
8 including programs, services, or capital expenditures, loans or grants to mitigate financial
9 hardship such as declines in revenues or increased costs, or technical assistance; and

10 WHEREAS, on July 21, 2022, via Minute Order 3.20, the Board of Supervisors of the
11 County of Riverside approved allocating \$14,500,000 in ARPA funds to address the negative
12 economic impacts of the pandemic on nonprofits and to support community recovery efforts
13 carried out by the nonprofit sector; and

14 WHEREAS, SUBRECIPIENT has submitted a proposal to receive an allocation of the
15 Riverside County Nonprofit Assistance Fund (“RCNAF”) in conjunction with Inland Empire
16 Community Foundation (“IECF”) and Reginal Access Project Foundation (“RAP”) to continue
17 the County’s efforts to strengthen, expand, and support the local nonprofit sector which has
18 played a critical role in the pandemic response; and

19 WHEREAS, COUNTY has determined that Riverside County Contribution to the
20 RCNAF is an Eligible Use of the SLFRF because the funds will be used to respond to the
21 COVID-19 public health emergency and its negative economic impacts in that it will assist
22 local nonprofit organizations disproportionately impacted by the COVID-19 pandemic through
23 funding to strengthen, expand, and support the local nonprofit sector; and

24 WHEREAS, COUNTY has accepted SUBRECIPIENT’s proposal and desires to invest
25 Six Million Three Hundred Forty Three Thousand Seven Hundred Thirty Eight Dollars and
26 Thirty Five Cents (\$6,343,738.35) of its SLFRF allocation for the purposes of strengthening,
27 expanding and supporting the local nonprofit sector; and

1 WHEREAS, SUBRECIPIENT agrees to work cooperatively with IECF and RAP; and
2 WHEREAS, IECF agreed to administer and disperse grants for the programmatic funding
3 category in a separate agreement; and

4 WHEREAS, RAP agreed to administer technical assistance and support offerings which
5 will be made available to RCNAF grant recipients in a separate agreement;

6 NOW, THEREFORE, the COUNTY and SUBRECIPIENT mutually agree as follows:

7 1. PURPOSE AND USE OF FUNDS. The aforementioned Recitals are true and
8 correct and incorporated herein by this reference. COUNTY has agreed to grant the
9 SUBRECIPIENT a maximum total amount of Six Million Three
10 Hundred Forty Three Thousand Seven Hundred Thirty-Eight Dollars and Thirty Five Cents
11 (\$6,343,738.35) of the RCNAF (“Riverside County Contribution”). SUBRECIPIENT
12 promises and agrees to undertake and serve as the Subrecipient by utilizing the sum of
13 \$6,343,738.35 of the SLFRF to coordinate the countywide competitive grant application
14 process and to provide direct financial support and assistance to local nonprofit organizations,
15 as set forth in this Agreement and in **Exhibit A**, which is attached hereto and incorporated
16 herein by this reference.

17 The Riverside County Contribution shall be used for only Eligible Uses under the ARPA
18 Rules. SUBRECIPIENT shall demonstrate to the COUNTY, in the COUNTY’s sole and
19 absolute discretion, that the Riverside County Contribution to the RCNAF is deemed fully
20 expended, in compliance with the ARPA Rules and timeline expenditure dates.

21 2. TERM OF AGREEMENT. This Agreement shall become effective upon the
22 Effective Date, as defined in Section 32 below, and unless terminated earlier pursuant to the
23 terms hereof, shall continue in full force and effect until **June 30, 2024**.

24 3. PERFORMANCE AND OUTCOMES. SUBRECIPIENT shall proceed
25 consistent with Section II as set forth in **Exhibit A**.

26 4. RESERVED.

27 5. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses

1 covered under the terms of this Agreement prior to receiving written authorization from
 2 COUNTY to proceed.

3 6. NOTICES. Each notice, request, demand, consent, approval or other
 4 communication (hereinafter in this Section referred to collectively as “notices” and referred to
 5 singly as a “notice”) which the COUNTY or SUBRECIPIENT is required or permitted to give
 6 to the other party pursuant to this Agreement shall be in writing and shall be deemed to have
 7 been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any
 8 notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent
 9 by Federal Express (or other similar national overnight courier) designating early morning
 10 delivery (any notice so delivered shall be deemed to have been received on the next business
 11 day following receipt by the courier); or (c) sent by United States registered or certified mail,
 12 return receipt requested, postage prepaid, at a post office regularly maintained by the United
 13 States Postal Service (any notice so sent shall be deemed to have been received two days after
 14 mailing in the United States), addressed to the respective parties as follows:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Heidi Marshall, Director	Lisa Wright, President & CEO
County of Riverside HWS	Inland Southern California 211+
3403 Tenth Street, Suite 300	1835 Chicago Avenue, B
Riverside, CA 92504	Riverside, CA 92507

20 7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall
 21 determine the final disbursement and distribution of all funds consistent with the provisions of
 22 Sections 1 and 2 of this Agreement. COUNTY, through its Department of Housing and
 23 Workforce Solutions (HWS) shall: (1) make payments of the funds to SUBRECIPIENT as set
 24 forth in **Exhibit A** and (2) monitor the RCNAF activities to ensure compliance with all
 25 applicable ARPA Rules, applicable federal regulations, and the terms of this Agreement.

26 8. PAYMENT OF FUNDS. COUNTY shall pay SUBRECIPIENT for services
 27 performed in accordance with the terms of **Exhibit B, Payment Provisions**, which is attached

1 hereto and incorporated herein by this reference. COUNTY is not responsible for any fees or
2 costs incurred above and beyond the contracted amount. Unless otherwise specifically stated
3 in **Exhibit B**, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's
4 expenses related to this Agreement. One hundred percent (100%) of the funds allocated to
5 SUBRECIPIENT, pursuant to this Agreement, shall be expended by the expiration date or
6 **June 30, 2024** ("Expenditure Deadline"). Any ARPA funds paid to SUBRECIPIENT, but not
7 expended pursuant to this Agreement by **June 30, 2024** shall be returned to COUNTY within
8 five (5) business days. In the event this Agreement is terminated prior to **June 30, 2024**, any
9 funds paid to SUBRECIPIENT, but not expended prior to the date of termination, shall be
10 returned to COUNTY within five (5) business days of the notice of termination.

11 9. RECORDS AND INSPECTIONS.

12 a. SUBRECIPIENT shall establish and maintain financial, programmatic,
13 statistical, and other supporting records of its operations and financial activities in accordance
14 with the ARPA Rules and the Uniform Administrative Requirements, Cost Principles, and
15 Audit Requirements for Federal Awards (2 CFR Part 200) as it relates to the acceptance and
16 use of the SLFRF under this Agreement. Said records shall be retained for a period of seven
17 (7) years from the date that the activity or program funded with the Riverside County
18 Contribution to the RCNAF is closed out by the COUNTY and reported as complete to the
19 Board of Supervisors. Exceptions to the seven (7) year retention period requirement, pursuant
20 to 2 CFR 200.333 include the following:

21 i. if any litigation, claim, or audit is started prior to the expiration of
22 the three (3) period;

23 ii. when the SUBRECIPIENT is notified in writing by the COUNTY
24 or a Federal agency to extend the retention period;

25 b. SUBRECIPIENT shall maintain a separate account for Riverside County
26 Contribution to the RCNAF received.

27 c. SUBRECIPIENT shall obtain an external audit in accordance with the

1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
2 Awards (2 CFR Section 200.500). Audits shall usually be performed annually but not less
3 frequently than every two years. Nonprofit institutions and government agencies that expend
4 less than \$750,000 a year in federal awards are exempt from federal audit requirements, but
5 records must be available for review by appropriate officials of the federal grantor agency or
6 subgranting entity. The audit report shall be submitted to the COUNTY within 180 days after
7 the end of the COUNTY'S fiscal year.

8 d. SUBRECIPIENT shall, during normal business hours make available to
9 COUNTY and to authorized Federal Agencies for examination and copying all of its records
10 and other materials with respect to matters covered by this Agreement.

11 10. COMPLIANCE WITH LAWS AND REGULATIONS. The SUBRECIPIENT
12 shall comply with all applicable federal, state and local laws, regulations and ordinances. By
13 executing this Agreement, the SUBRECIPIENT hereby certifies that it will adhere to and
14 comply with the following as they may be applicable to a SUBRECIPIENT of the SLFRF
15 granted pursuant to the ARPA Rules and shall pass down these requirements to all tiers of
16 awardees, subcontractors, consultants, and subconsultants working under this Agreement:

17 a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal
18 Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967,
19 and as supplemented in Department of Labor Regulations (41 CFR Part 60). The
20 SUBRECIPIENT will not discriminate against any employee or applicant for
21 employment because of race, color, religion, sex, or national origin. SUBRECIPIENT
22 shall ensure that all qualified applicants will receive consideration for employment
23 without regard to race, color, religion, sex or national origin. The SUBRECIPIENT will
24 take affirmative action to ensure that applicants are employed and the employees are
25 treated during employment, without regard to their race color, religion, sex, or national
26 origin. Such actions shall include, but are not limited to, the following: employment, up-
27 grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or

1 other forms of compensation; and selection for training, including apprenticeship. The
2 SUBRECIPIENT agrees to post in a conspicuous place, available to employees and
3 applicants for employment, notices to be provided by the County setting forth the
4 provisions of this non-discrimination clause;

5 b. Executive Order 11063, as amended by Executive Order 12259, and implementing
6 regulations at 24 CFR Part 107;

7 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and
8 implementing regulations;

9 d. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing
10 regulations;

11 e. The regulations, policies, guidelines and requirements of the Uniform Administrative
12 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part
13 200) as they relate to the acceptance and use of federal funds under the federally-assigned
14 program;

15 f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations
16 issued at 24 CFR Part 1;

17 g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended; and

18 h. *Rights to Data and Copyrights*: SUBRECIPIENT agree to comply with all applicable
19 provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-
20 3, Federal Acquisition Regulations (FAR).

21 i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*) (42 U.S.C.A.
22 7401 *et seq.*) and the *Federal Water Pollution Control Act* (33 U.S.C.A. Section 1251 *et*
23 *seq.*), *as amended*: Contracts and subgrants of amounts in excess of \$100,000 shall
24 contain a provision that requires the recipient to agree to comply with all applicable
25 standards, orders or regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401
26 *et seq.*) and the *Federal Water Pollution Control Act* as amended (33 U.S.C.A. Section
27 1251 *et seq.*). Violations shall be reported to HUD and the Regional Office of the

1 Environmental Protection Agency (EPA).

- 2 j. *Byrd Anti-Lobbying Certification (31 U.S.C.A. 1352)*: The language of the certification
3 set forth below shall be required in all contracts or subcontracts entered into in connection
4 with this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly.
5 This certification is a material representation of fact upon which reliance was placed
6 when this transaction was made or entered into. Submission of this certification is a
7 prerequisite for making or entering into this transaction imposed by. Section 1352, Title
8 31, U.S. code. Any person who fails to file the required certification shall be subject to a
9 civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

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

11 No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to
12 any person for influencing or attempting to influence an officer or employee of any
13 agency, a Member of Congress, an officer or employee of Congress, or an employee of
14 a Member of Congress in connection with the awarding of any Federal contract, the
15 making of any Federal grant, the making of any Federal loan, the entering into of any
16 cooperative agreement, and the extension, continuation, renewal, amendment, or
17 modification of any Federal contract, grant, loan, or cooperative agreement;

18 If any funds other than Federal appropriated funds have been paid or will be paid to any
19 person for influencing or attempting to influence an officer or employee of any agency,
20 a Member of Congress, an officer or employee of Congress, or an employee of a Member
21 of Congress in connection with this Federal contract, grant loan or cooperative
22 agreement, he/she will complete and submit Standard Form – LLL, “Disclosure Form to
23 Report Lobbying,” in accordance with its instructions.”

- 24 k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No contract
25 shall be made to parties listed on the General Services Administration's List of Parties
26 Excluded from Federal Procurement or Nonprocurement Programs in accordance with
27 E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR Part 2424.

1 This list contains the names of parties debarred, suspended, or otherwise excluded by
2 agencies, and contractors declared ineligible under statutory or regulatory authority other
3 than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall
4 provide the required certification regarding its exclusion status and that of its principal
5 employees.

- 6 1. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (41 U.S.C.A.
7 Section 8101-8103) requires grantees (including individuals) of federal agencies, as a
8 prior condition of being awarded a grant, to certify that they will provide drug-free
9 workplaces. Each potential recipient must certify that it will comply with drug-free
10 workplace requirements in accordance with the Act and with HUD's rules at 2 CFR Part
11 2424.
- 12 m. *Access to Records and Records Retention:* The SUBRECIPIENT or Contractor, and any
13 subconsultants or subcontractors, shall allow all duly authorized Federal, State, and/or
14 County officials or authorized representatives access to the work area, as well as all
15 books, documents, applications for assistance, materials, papers, and records of the
16 SUBRECIPIENT or Contractor, and any subconsultants or subcontractors, that are
17 directly pertinent to a specific program for the purpose of making audits, examinations,
18 excerpts, and transcriptions. The SUBRECIPIENT or Contractor, and any subconsultants
19 or subcontractors, further agree to maintain and keep such books, documents,
20 applications for assistance, materials, papers, and records, on a current basis, recording
21 all transactions pertaining to this agreement in a form in accordance with generally
22 acceptable accounting principles. All such books and records shall be retained for such
23 periods of time as required by law, provided, however, notwithstanding any shorter
24 periods of retention, all books, records, and supporting detail shall be retained for a period
25 of at least three (3) years after the expiration of the term of this Agreement.
- 26 n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress of the
27 United States, and no Resident Commissioner shall be admitted to any share or part of

1 this agreement or to any benefit to arise from the same.

- 2 o. *Energy Efficiency*: Mandatory standards and policies relating to energy efficiency which
3 are contained in the State energy conservation plan issued in compliance with the Energy
4 Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201,
5 et. seq., 89 Stat.871).
- 6 p. *Procurement of Recovered Materials (2 CFR 200.322.)*: A non-Federal entity that is a
7 state agency or agency of a political subdivision of a state and its contractors must comply
8 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901,
9 et seq.), as amended by the Resource Conservation and Recovery Act. The requirements
10 of Section 6002 include procuring only items designated in guidelines of the
11 Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest
12 percentage of recovered materials practicable, consistent with maintaining a satisfactory
13 level of competition, where the purchase price of the item exceeds \$10,000 or the value
14 of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid
15 waste management services in a manner that maximizes energy and resource recovery;
16 and establishing an affirmative procurement program for procurement of recovered
17 materials identified in the EPA guidelines.
- 18 q. *Contract Work Hours and Safety Standards Act ("CWHSA") (30 U.S.C. 3701-3708)*:
19 SUBRECIPIENT agrees to comply with all applicable provisions of the CWHSA.
- 20 r. *Lead Hazard Control Requirements (24 CFR Part 35)*: SUBRECIPIENT agrees to
21 comply with all applicable provisions of the Lead Hazard Control Requirements as set
22 forth in 24 CFR Part 35.
- 23 s. *Uniform Relocation Act (24 CFR Part 92.353)*: SUBRECIPIENT agrees to comply with
24 all applicable provisions of the Uniform Relocation Act as set forth in 24 CFR Part
25 92.353.)
- 26 t. *Prevailing Wages*: If applicable, SUBRECIPIENT shall comply with any applicable
27 labor regulations and all other State laws in connection with the work which compromise

1 the Project, including if applicable, requirements relating to prevailing wages.
2 SUBRECIPIENT agrees and acknowledges that it is the responsibility of the
3 SUBRECIPIENT to obtain a legal determination, at SUBRECIPIENT's sole cost and
4 expenses as to whether prevailing wages must be paid for during the work.
5 SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY harmless from and
6 against any and all liability arising out of and related to SUBRECIPIENT's failure to
7 comply with any and all applicable prevailing wage requirements. The indemnification
8 obligations set forth herein shall survive the termination and expiration of this Agreement

9 11. RESERVED.

10 12. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT shall
11 indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts
12 and Departments, their respective directors, officers, Board of Supervisors, elected and
13 appointed officials, employees, agents and representatives from any liability whatsoever, based
14 or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors,
15 agents or representatives arising out of or in any way relating to this Agreement, including but
16 not limited to property damage, bodily injury, or death or any other element of any kind or
17 nature whatsoever arising from the performance of SUBRECIPIENT, its officers, agents,
18 employees, subcontractors, or representatives from this Agreement. SUBRECIPIENT shall
19 defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost
20 of investigation, defense and settlements or awards, the Indemnitees in any claim or action
21 based upon such alleged acts or omissions.

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

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

4 The specified insurance limits required in this Agreement shall in no way limit or
5 circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the COUNTY
6 herein from third party claims. The hold harmless and indemnification obligations set forth
7 herein shall survive the termination and expiration of this Agreement.

8 13. INSURANCE. Without limiting or diminishing the SUBRECIPIENT'S
9 obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and
10 maintain or cause to be maintained, at its sole cost and expense, the following insurance
11 coverage's during the term of this Agreement.

12 a. Workers' Compensation:

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

19 b. Commercial General Liability:

20 Commercial General Liability insurance coverage, including but not limited to,
21 premises liability, contractual liability, products and completed operations liability, personal
22 and advertising injury, and cross liability coverage, covering claims which may arise from or
23 out of SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the
24 County of Riverside as Additional Insured. Policy's limit of liability shall not be less than
25 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
26 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the
27 occurrence limit.

1 c. Vehicle Liability:

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

8 d. General Insurance Provisions - All lines:

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

14 (ii). The SUBRECIPIENT'S insurance carrier(s) must declare its insurance
15 self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such
16 retentions shall have the prior written consent of the County Risk Manager before the
17 commencement of operations under this Agreement. Upon notification of self-insured
18 retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager,
19 SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as
20 respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment
21 of losses and related investigations, claims administration, and defense costs and expenses.

22 (iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to
23 furnish the County of Riverside with either 1) a properly executed original Certificate(s) of
24 Insurance and certified original copies of Endorsements effecting coverage as required herein,
25 and 2) if requested to do so orally or in writing by the County Risk Manager, provide original
26 Certified copies of policies including all Endorsements and all attachments thereto, showing
27 such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance

1 shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall
2 be given to the County of Riverside prior to any material modification, cancellation, expiration
3 or reduction in coverage of such insurance. In the event of a material modification,
4 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith,
5 unless the County of Riverside receives, prior to such effective date, another properly executed
6 original Certificate of Insurance and original copies of endorsements or certified original
7 policies, including all endorsements and attachments thereto evidencing coverage's set forth
8 herein and the insurance required herein is in full force and effect. *SUBRECIPIENT shall not*
9 *commence operations until the COUNTY has been furnished original Certificate (s) of*
10 *Insurance and certified original copies of endorsements and if requested, certified original*
11 *policies of insurance including all endorsements and any and all other attachments as required*
12 *in this Section. An individual authorized by the insurance carrier to do so on its behalf shall*
13 *sign the original endorsements for each policy and the Certificate of Insurance.*

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

18 (v). If, during the term of this Agreement or any extension thereof, there is a
19 material change in the scope of services; or, there is a material change in the equipment to be
20 used in the performance of the scope of or, the term of this Agreement, including any
21 extensions thereof, exceeds three (3) years, the COUNTY reserves the right to adjust the types
22 of insurance required under this Agreement and the monetary limits of liability for the
23 insurance coverage's currently required herein, if; in the County Risk Manager's reasonable
24 judgment, the amount or type of insurance carried by the SUBRECIPIENT has become
25 inadequate.

26 (vi). SUBRECIPIENT shall pass down the insurance obligations contained
27 herein to all tiers of subcontractors working under this Agreement.

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

3 (viii). SUBRECIPIENT agrees to notify COUNTY of any claim by a third party
4 or any incident or event that may give rise to a claim arising from the performance of this
5 Agreement.

6 14. FEDERAL REQUIREMENTS. SUBRECIPIENT shall comply with the
7 applicable regulations found in the Uniform Administrative Requirements, Cost Principles,
8 and Audit Requirements for Federal Awards (2 CFR Part 200), the Act, the Final Rule and 31
9 CFR Part 35 (defined above as the "ARPA Rules"). SUBRECIPIENT shall pass down all
10 applicable regulations found in the ARPA Rules and 2 CFR Part 200 to all tiers of
11 subcontractors, consultants, and subconsultants working under this Agreement.

12 15. PROGRAM INCOME. COUNTY may approve, at its sole and discretion, any
13 request from SUBRECIPIENT to retain program income pursuant to 2 CFR Section 200.307.

14 16. INDEPENDENT CAPACITY. The SUBRECIPIENT is, for purposes relating to
15 this Agreement, an independent contractor and shall not be deemed an employee, officer, or
16 agent of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT
17 (including its employees, agents and subcontractor's) shall in no event be entitled to any
18 benefits to which the COUNTY employees are entitled, including but not limited to overtime,
19 any retirement benefits, worker's compensation benefits, and injury leave or other leave
20 benefits. There shall be no employer-employee relationship between the parties; and the
21 SUBRECIPIENT shall hold the COUNTY harmless from any and all claims that may be made
22 against the COUNTY based upon any contention by a third party that an employer-employee
23 relationship exists by reason of this Agreement. It is further understood and agreed by the
24 Parties that the SUBRECIPIENT in the performance of this Agreement is subject to the control
25 or direction of the COUNTY merely as to the results to be accomplished and not as to the
26 means and methods for accomplishing the results.

27 17. NONDISCRIMINATION. SUBRECIPIENT agrees to abide by and include in

1 any subcontracts, subgrants, contracts, loans, or cooperative agreements to perform work under
2 this Agreement, the following clause:

3 "During the performance of this Agreement SUBRECIPIENT and its subcontractors
4 shall not unlawfully discriminate against any employee or applicant for employment
5 because of race, religion, color, national origin, ancestry, physical disability, medical
6 condition, marital status, age (over 40) or sex. SUBRECIPIENT and subcontractors shall
7 insure that the evaluation and treatment of their employees and applicants for
8 employment are free of such discrimination. SUBRECIPIENT and subcontractors shall
9 comply with the provisions of the Fair Employment and Housing Act (California
10 Government Code Section 12900 et seq.). The applicable regulations of the Fair
11 Employment and Housing Commission implementing California Government Code
12 Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the California
13 Administrative Code are incorporated into this Agreement by reference and made a part
14 hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written
15 notice of their obligations under this clause to labor organizations with which they have
16 a collective bargaining or other agreement."

17 18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

18 a. SUBRECIPIENT and its assigns, employees, officers, agents,
19 consultants, officers, subcontractors and appointed officials shall become familiar with and
20 shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit
21 Requirements for Federal Awards (2 CFR Part 200).

22 b. The Subrecipient shall maintain a written code or standards of conduct
23 that shall govern the performance of its officers, employees or agents engaged in the award
24 and administration of contracts supported by Federal funds.

25 c. No employee, officer or agent of the Subrecipient shall participate in the
26 selection, or in the award, or administration of, a contract supported by Federal funds if a
27 conflict of interest, real or apparent, would be involved.

1 d. No covered persons who exercise or have exercised any functions or
2 responsibilities with respect to the assisted activities, or who are in a position to participate in
3 a decision-making process or gain inside information with regard to such activities, may obtain
4 a financial interest in any contract, or have a financial interest in any contract, subcontract, or
5 agreement with respect to activities assisted with the Riverside County Contribution of the
6 RCNAF, or with respect to the proceeds from activities assisted with Riverside County
7 Contribution of the RCNAF funding, either for themselves or those with whom they have
8 business or immediate family ties, during their tenure or for a period of one (1) year thereafter.
9 For purposes of this paragraph, a “covered person” includes any person who is an employee,
10 agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or
11 any designated public agency.

12 e. SUBRECIPIENT understands and agrees that no waiver or exception can
13 be granted to the prohibition against conflict of interest except upon written approval of
14 COUNTY.

15 f. Prior to any funding under this Agreement, SUBRECIPIENT shall
16 provide COUNTY with a list of all employees, agents, consultants, officers and elected and
17 appointed officials who are in a position to participate in a decision-making process, exercise
18 any functions or responsibilities, or gain inside information with respect the RCNAF activities
19 funded under this Agreement. SUBRECIPIENT shall also promptly disclose to COUNTY any
20 potential conflict, including even the appearance of conflict, that may arise with respect to the
21 the RCNAF activities funded under this Agreement.

22 g. Any violation of this section shall be deemed a material breach of this
23 Agreement, and the Agreement shall be immediately terminated by the COUNTY.

24 19. LOBBYING. The SUBRECIPIENT certifies to the best of its knowledge and
25 belief, that:

26 a. No federally appropriated funds have been paid or will be paid, by or on
27 behalf of the undersigned, to any person for influencing or attempting to influence an officer

1 or employee of any agency, a member of Congress, an officer or employee of Congress, or an
2 employee of a member of Congress in connection with the awarding of any federal contract,
3 the making of any federal grant, the making of any federal loan, the entering into of any
4 cooperative agreement, and the extension, continuation, renewal, amendment, or modification
5 of any federal contract, grant, loan, or cooperative agreement.

6 b. If any funds other than federally appropriated funds have been paid or will
7 be paid to any person for influencing or attempting to influence an officer to employee of any
8 agency, a member of Congress, an officer or employee of Congress, or an employee of a
9 member of Congress in connection with this federal contract, grant, loan, or cooperative
10 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form
11 to Report Lobbying," in accordance with its instructions.

12 c. The undersigned shall require that the language of this certification be
13 included in the award documents for all subawards at all tiers (including subcontracts,
14 subgrants, and contracts under grants, loans, and cooperative agreements) and that all
15 Subrecipients shall certify and disclose accordingly. This certification is a material
16 representation of fact upon which reliance was placed when this transaction was made or
17 entered into.

18 20. TERMINATION.

19 a. SUBRECIPIENT. SUBRECIPIENT may not terminate this Agreement
20 except upon express written consent of COUNTY, pursuant to 2 CFR Section 200.339 (a)(4).

21 b. COUNTY. Notwithstanding the provisions of Paragraph 20a, COUNTY
22 may suspend or terminate this Agreement upon written notice to SUBRECIPIENT of the action
23 being taken and the reason for such actions including but not limited to the following reasons:

24 (1) In the event SUBRECIPIENT fails to perform the covenants
25 herein contained at such times and in such manner as provided in this Agreement; or

26 (2) In the event there is a conflict with any federal, state, or local law,
27 ordinance, regulation, or rule rendering any of the provisions of this Agreement invalid or

1 untenable; or

2 (3) In the event the Treasury Department's SLFRF funding is
3 terminated or otherwise becomes unavailable.

4 (4) If by **June 30, 2024**, SUBRECIPIENT does not expend the funds
5 as an Eligible Use as defined under the ARPA Rules, within the COUNTY's sole and absolute
6 determination, this Agreement shall self-terminate and any SLFRF funds drawn shall be
7 returned within thirty (30) calendar days. Upon such termination, this Agreement shall become
8 null and void, except for the provisions that survive the termination if this Agreement.

9 c. This Agreement may be terminated and/or funding suspended, in whole
10 or in part, for cause in accordance with the Uniform Administrative Requirements, Cost
11 Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall
12 be based on the failure of the SUBRECIPIENT to materially comply with either the terms or
13 conditions of this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to
14 incur any costs related thereto, or connected with, any area of conflict from which the
15 COUNTY has determined that suspension of funds is necessary.

16 d. Upon expiration of this Agreement, the SUBRECIPIENT shall transfer to
17 the COUNTY any Riverside County Contribution on hand at the time of expiration of the
18 Agreement as well as any accounts receivable held by SUBRECIPIENT which are attributable
19 to the use of Riverside County Contribution awarded pursuant to this Agreement.

20 21. PUBLICITY. Any publicity generated by SUBRECIPIENT for the project
21 funded pursuant to this Agreement, during the term of this Agreement, will make reference to
22 the RCNAF.

23 22. PROGRAM MONITORING AND EVALUATION. SUBRECIPIENT shall be
24 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions
25 of this Agreement and the effective and efficient achievement of the goals of the RCNAF, as
26 set forth in **Exhibit A**, and in compliance with the ARPA Rules. SUBRECIPIENT shall be
27 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions

1 of this Agreement and ARPA Rules. Monthly reports shall be due on the twentieth (20th) day
2 of each third month. The quarterly written reports shall include, but shall not be limited to, the
3 following data elements:

4 a. SUBRECIPIENT shall complete and maintain detailed records for every
5 nonprofit organization applying for and receiving as well as nonprofit organizations applying
6 for but not receiving RCNAF and shall submit all records to COUNTY upon request within
7 five (5) business days.

8 b. SUBRECIPIENT shall maintain and submit to the COUNTY detailed records
9 of every expense incurred in carrying out and implementing the RCNAF program and shall
10 submit to the COUNTY upon request within five (5) business days.

11 c. SUBRECIPIENT shall submit to the COUNTY by the 20th of each month a
12 summary of all outreach and marketing efforts performed by nonprofit organizations during
13 the previous month. Electronic records may be accepted with prior written approval from the
14 COUNTY.

15 23. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits
16 hereto constitutes the entire Agreement of the parties with respect to its subject matter and
17 supersedes all prior and contemporaneous representations, proposals, discussions and
18 communications, whether oral or in writing. No oral understanding or agreement not
19 incorporated herein shall be binding on any of the parties hereto. Each of the attachments and
20 exhibits attached hereto is incorporated herein by this reference.

21 24. SEVERABILITY. Each paragraph and provision of this Agreement is severable
22 from each other provision, and if any provision or part thereof is declared invalid, the
23 remaining provisions shall nevertheless remain in full force and effect.

24 25. MINISTERIAL ACTS. The Director of the COUNTY's Department of Housing
25 and Workforce Solutions ("HWS") or designee(s) are authorized to take such ministerial
26 actions as may be necessary or appropriate to implement the terms, provisions, and conditions
27 of this Agreement as it may be amended from time to time by COUNTY.

1 26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of
2 funding pursuant to this Agreement is the American Rescue Plan Act of 2021 (H.R. 1319).
3 SUBRECIPIENT certifies that it has familiarized itself with the ARPA Rules.

4 27. ASSIGNMENT. The SUBRECIPIENT shall not make any assignment or transfer
5 in any other form with respect to this Agreement, without prior written approval of the
6 COUNTY.

7 28. INTERPRETATION AND GOVERNING LAW. This Agreement and any
8 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of
9 the State of California. This Agreement shall be construed as a whole according to its fair
10 language and common meaning to achieve the objectives and purposes of the parties hereto,
11 and the rule of construction to the effect that ambiguities are to be resolved against the drafting
12 party shall not be employed in interpreting this Agreement, all parties having been represented
13 by counsel in the negotiation and preparation hereof.

14 29. WAIVER. Failure by a party to insist upon the strict performance of any of the
15 provisions of this Agreement by the other party, or the failure by a party to exercise its rights
16 upon the default of the other party, shall not constitute a waiver of such party's right to insist
17 and demand strict compliance by the other party with the terms of this Agreement thereafter.

18 30. JURISDICTION AND VENUE. Any action at law or in equity arising under this
19 Agreement or brought by a party hereto for the purpose of enforcing, construing or determining
20 the validity of any provision of this Agreement shall be filed only in the Superior Court of the
21 State of California, located in Riverside, California, and the parties hereto waive all provisions
22 of law providing for the filing, removal or change of venue to any other court or jurisdiction.

23 31. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
24 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that
25 they have the authority to execute this Agreement and warrant and represent that they have the
26 authority to bind the respective parties to this Agreement to the performance of its obligations
27 hereunder.

1 32. EFFECTIVE DATE. The effective date of this Agreement is the date the parties
2 sign the Agreement (the “Effective Date”). If the parties sign the Agreement on more than one
3 date, then the last date the Agreement is signed by a party shall be the Effective Date.

4 33. COUNTERPARTS. This Agreement may be signed by the different parties
5 hereto in counterparts, each of which shall be an original but all of which together shall constitute
6 one and the same agreement.

7 34. FORCE MAJEURE.

8 a. Performance by either party hereunder shall not be deemed to be in default where
9 delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires,
10 casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight
11 embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually
12 severe weather, inability to secure necessary labor, material or tools, delays of any contractor,
13 sub-contractor or supplier, acts of the other party, acts or failure to act of a public or
14 governmental agency or entity, or any causes beyond the control or without the fault of the party
15 claiming an extension of time to perform.

16 b. An extension of time for any such cause (a “Force Majeure Delay”) shall be for
17 the period of the enforced delay and shall commence to run from the time of the commencement
18 of the cause, if notice by the party claiming such extension is sent to the other party within thirty
19 (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the
20 foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until
21 the party claiming such delay and interference delivers to the other party written notice
22 describing the event, its cause, when and how such party obtained knowledge, the date the event
23 commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure
24 Delay shall deliver such written notice within thirty (30) calendar days after it obtains
25 knowledge of the event.

26 35. BINDING ON SUCCESSORS. SUBRECIPIENT, its heirs, assigns and
27 successors in interest, shall be bound by all the provisions contained in this Agreement, and all

1 of the parties thereto shall be jointly and severally liable hereunder.

2 36. MODIFICATION OF AGREEMENT. This Agreement may be modified or
3 amended only by a writing signed by the duly authorized and empowered representatives of
4 COUNTY and SUBRECIPIENT, respectively.

5
6 (SIGNATURES ON THE NEXT PAGE)
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1 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set
2 forth below.

3 COUNTY OF RIVERSIDE,
4 a political subdivision of the
5 State of California

INLAND SOUTHERN CALIFORNIA 211+,
a California nonprofit public benefit corporation

6 BY: form - do not sign

BY: form - do not sign

7 Name: Heidi Marshall
8 Title: Director HWS


Name: Lisa Wright
Title: President & CEO

9 Date: _____

Date: _____

10
11 APPROVED AS TO FORM:

12 Minh C. Tran
13 County Counsel

14 By:  _____
15 Amrit P. Dhillon
16 Deputy County Counsel

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27 **EXHIBIT A**

**RIVERSIDE COUNTY CONTRIBUTION
TO THE RIVERSIDE COUNTY NONPROFIT ASSISTANCE FUND
SUBRECIPIENT’S AGREEMENT SCOPE OF WORK**

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I. GENERAL INFORMATION

SUBRECIPIENT NAME: Inland Southern California 211+ **DUNS #:** 165-288-853

ADDRESS: 1835 Chicago Avenue, B
Riverside, CA 92507

PROGRAM CONTACTS:

Project Director & Grant Administrator: Kimberly Starrs, Project Director

PHONE: (760) 880-7692

E-MAIL: KStarrs@iscuw.org

Contact Person for Application: Alisa Lemke, Grants Director

PHONE: (909) 980-2857 Ext. 227

E-MAIL: ALemke@iscuw.org

PROJECT FUNDING SUMMARY: \$6,343,738.35

II. SCOPE OF SERVICE

A. Description of Services

1. The Subrecipient shall coordinate the countywide competitive grant application process and to provide direct financial support and assistance funding to local nonprofits. Subrecipient shall work with the County to establish criteria for funding, to develop the grant program parameters, and shall confer with the County prior to application solicitation or award distribution. The County reserves the right to amend or restrict funding criteria.

Furthermore, the Subrecipient will serve as the administrator of the fund and will be responsible for:

- a) The competitive grant process, including the issuance of grant awards and the maintenance of relevant financial and eligibility documentation, in coordination with the County. Grant awards shall be made through a competitive Request for Proposal (“RFP”) to determine eligible nonprofit organizations countywide that meet the approved framework criteria and who meet all other ARPA guidelines, including but not limited to, ARPA Eligible Uses. The RFP content, eligibility, and scoring criteria shall be approved by Housing and Workforce Solutions (“HWS”).

Grant awards under \$50,000 shall be issued in one lump sum to awardees. Grant awards in excess of \$50,000 may be made in through scheduled disbursements. ARPA guidelines can be found here: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

- b) Determining eligibility of agencies through the competitive process pursuant to the Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule U.S. Department of the Treasury.
- c) Collection and reporting or programmatic data pursuant to reporting requirements and timelines in the **Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds, incorporated herein as Attachment B:**

Quarterly Project and Expenditure Report Timeline

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 – 4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	April 30, 2027

Annual Project and Expenditure Report timeline

Report	Period Covered	Due Date
1	March 3, 2021 – March 31, 2022	April 30, 2022
2	April 1, 2022 – March 31, 2023	April 30, 2023
3	April 1, 2023 – March 31, 2024	April 30, 2024
4	April 1, 2024 – March 31, 2025	April 30, 2025
5	April 1, 2025 – March 31, 2026	April 30, 2026
6	April 1, 2026 – December 31, 2026	April 30, 2027

- d) Work with COUNTY to create the grant application for Direct Financial Support and Assistance grants and Programmatic grants.
- e) Obtain and process all required eligibility documents for individual applicants, issue grant checks/deposits, obtain and collect program related documents for grant awardees and obtain and process closeout records. A final comprehensive report

1 will be produced by the Subrecipient at the program close and presented to the
2 Board of Supervisors.

- 3 f) Provide list of all applicants, funding recommendations, and outreach efforts to
4 HWS on or before the 20th of each month for the duration of the Agreement to detail
5 program progress and reach. Conduct extensive outreach and engagement with the
6 nonprofit sector to raise awareness for the fund.
- 7 g) Serve eligible nonprofit organizations through direct financial grant support with
8 \$6,134,496.35 (\$6,343,738.35 including administration costs) in American Rescue
9 Plan Act funding, distributed across all five (5) Supervisorial Districts. Geographic
10 distribution shall be based on the location and service area of the nonprofit
11 organization. Grant awards will be equitably distributed among all five (5)
12 Riverside County Supervisorial Districts.
- 13 h) Have a minimum of five (5) years of prior experience with grant making, and strong
14 local relationships. Subrecipient warrants it has a minimum of ten (10) years of
15 experience in the nonprofit sector.
- 16 i) Subrecipient may partner with other nonprofit agencies to perform specific
17 functions (e.g., technical assistance, training, engagement, advertising, marketing,
18 etc.) under this program but may not subcontract the administrative and fiscal
19 responsibilities associated with the program. Plans to subcontract any part of this
20 program must be detailed in the agency's proposal response.
- 21 j) Subrecipient shall open the online application cycle no later than June 1, 2023 and
22 structure the grant program to allow for multiple funding rounds to allow for
23 outreach and program adjustment. Subrecipient will make the first grant payments
24 to eligible applicants starting on or about July 15, 2023.

18 **B. FUNDING ROUNDS**

19 **ROUND I** – Online applications for direct financial support and assistance grants will
20 open sixty (60) days from contract execution. Subrecipient shall begin making grant
21 payments within thirty (30) days of award notification. Any delays in payment must be
22 communicated in writing to the County and must receive prior written approval from
23 the County.

24 **ROUND II** – Direct financial support and assistance grants will open for applications
25 in September of 2023.

26 **SUBSEQUENT ROUNDS IN 2024** – will be scheduled similarly for remaining funds.

27 **C. REQUESTS FOR PROPOSALS**

Each funding round will release two (2) competitive Requests for Proposals (“RFPs”).
Subrecipient will administer the RFP for Direct Financial Support and Assistance.
RFPs will be released with sufficient lead time (3-5 weeks based on the specific Round

1 and RFP) for prospective applicants to prepare and submit material for consideration.
2 Applications and documents will be completed and submitted online to ensure
3 timelines, eligibility criteria, deliverables, and other aspects will conform to the ARPA
4 Final Rule and all other applicable laws, regulations, and guidelines. The RFPs include:

- 5 1. **Direct Financial Support and Assistance** – this category of assistance is
6 specifically designed to address impacted nonprofit organizations that
7 experienced public health or negative economic impacts due to the pandemic.
8 Assistance provided under this category will combine financial grants and
9 technical assistance to support the improvements of operational and fiscal
10 capacity. The anticipated grant level is \$50,000-\$150,000 per nonprofit to be
11 awarded to approximately 50-60 grantees total.

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D. PAYMENTS

Subrecipient will issue grant checks/deposits using Bill.com. Grant awards under
\$50,000 shall be issued in one lump sum to awardees. Grant awards in excess of
\$50,000 may be made in through scheduled disbursements.

**EXHIBIT B
PAYMENT PROVISIONS**

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$6,343,738.35. Said funds shall be spent according to the line-item budget below:

BUDGET CATEGORY	COST
Direct Financial Support and Assistance Grants	\$6,134,496.35
Administrative Expenses	\$209,242
TOTAL	\$6,343,738.35

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. COUNTY shall pay SUBRECIPIENT one initial lump sum in the amount of 25% of the total Agreement amount (\$1,585,934.59) within thirty (30) days of execution of Agreement. The remaining amount (\$4,757,803.76) will be paid in three (3) increments of 25% (\$1,585,934.59) at the start of each RFP funding round thereafter. COUNTY shall pay SUBRECIPIENT the actual amount of each approved invoice thereafter. COUNTY may delay payment if the required supporting documentation, as set forth in Attachment 1, attached hereto and incorporated herein by this reference, is not provided or other requirements are not met. SUBRECIPIENT shall also submit the following documents on or before the 20th of each month to the COUNTY:
 - 1) A summary of all outreach and marketing efforts performed by nonprofits during the previous month
- b. All supporting documentation must be submitted on a monthly basis no later than twenty (20) days after the end of each month in which the funds were awarded.

A.3 INELIGIBLE COSTS

- a. Funding cannot be used for lobbying or fundraising efforts.
- b. No payments for debt service and replenishments of rainy-day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act or the Uniform Guidance (2 CFR 200) conflicts of interest requirements, and other federal, state, and local laws and regulations pursuant to the ARPA Rules.
- c. No satisfaction of settlements and judgments. Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are eligible use the RCNAF may be used for those costs pursuant to the ARPA Rules.
- d. Funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act (e.g., uses of funds that U.S. DEPARTMENT OF TREASURY Coronavirus State & Local Fiscal Recovery Funds: Overviews of the Final Rule U.S. Department of the Treasury undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of the program requirements, may also apply (e.g.,

laws around procurement, contracting, conflicts-of-interest, environmental standards, or
civil rights).

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COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From: _____
Remit to Name

Remit to Address

City State Zip Code

Contract Number

Total amount requested: \$ _____ for the period of _____

Select Payment Type(s) Below

Advance Payment \$ _____ (if allowed by Contract/Grant)
 Actual Payment \$ _____ (reimbursement of actual program costs)

Expense Category List each line item as outlined in Contract budget	Current Expenditures
_____	_____
_____	_____
_____	_____
_____	_____

\$0.00

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

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

Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #

Amount Authorized

If amount authorized is different from amount request, please
see attached claim recap for adjustments.

Program Date

Fiscal Date

HOUSING AND WORKFORCE SOLUTIONS FORMS INSTRUCTIONS

1
2 Mailing Instructions: When completed, these forms will summarize all of your claims for
3 payment. Your Claims Packet will include 2076A, invoices payroll verification, and copies of
4 canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and
5 other back-up documentation needed to comply with Contract/MOU.

6 Mail Claims Packet to address shown on upper left corner of the Subrecipient Payment Request
7 Form (2076A).

8 [see method, time, and schedule/condition of payments).
9 (Please type or print information on all Forms.)

10 2076A

SUBRECIPIENT PAYMENT REQUEST

11 "Remit to Name"

12 The legal name of your agency.

13 "Address"

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

16 "SUBRECIPIENT Name"

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

18 "Contract Number"

19 Can be found on the first page of your contract.

20 "Amount Requested"

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

22 "Payment Type"

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

25 "Any questions regarding..."

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

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

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

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

**SUBRECIPIENT'S AGREEMENT
FOR THE USE OF RIVERSIDE COUNTY
AMERICAN RESCUE PLAN ACT (ARPA) FUNDING
FOR THE RIVERSIDE COUNTY NONPROFIT ASSISTANCE FUND
(HWS-0004859)**

This Subrecipient's Agreement ("Agreement"), for the use of U.S. Department of the Treasury ("Treasury Department") Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter "ARPA or the "Act", for the purpose of providing programmatic funding to nonprofit organizations under the Riverside County Nonprofit Assistance Fund ("RCNAF"), is made and entered into as of the Effective Date (defined herein), by and between County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Inland Empire Community Foundation, a California nonprofit public benefit corporation, hereinafter referred to as "SUBRECIPIENT".

RECITALS

WHEREAS, Riverside County nonprofit organizations suffered negative financial impacts related to the COVID-19 pandemic and continue to need the capacity to respond to the impacts of the COVID-19 pandemic and the recovery efforts; and

WHEREAS, COUNTY desires to build efforts to strengthen, expand, and support the local nonprofit sector which has played a critical role in the pandemic response; and

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the Act, and on January 6, 2022, the Treasury Department adopted a Final Rule implementing the SLFRF; and

WHEREAS, state, territorial, local, and tribal governments were required to comply with the Final Rule by April 1, 2022 when the Final Rule takes effect; and

WHEREAS, the Act, the regulations promulgated thereunder in 31 CFR Part 35, and the Final Rule (collectively, "ARPA Rules") provides that the SLFRF may be used to cover costs

1 that are necessary expenditures incurred due to the public health emergency with respect to the
2 COVID-19 pandemic; and

3 WHEREAS, the Act states that the SLFRF may be used “to respond to the public health
4 emergency with respect to COVID-19 and its negative economic impacts, including assistance
5 to households, small businesses and nonprofits”; and

6 WHEREAS, pursuant to 31 CFR Part 35.6(b)(3)(ii)(C), one of the Eligible Uses (as
7 defined under ARPA Rules) of the SLFRF is to provide assistance to nonprofit organizations
8 including programs, services, or capital expenditures, loans or grants to mitigate financial
9 hardship such as declines in revenues or increased costs, or technical assistance; and

10 WHEREAS, on July 21, 2022, via Minute Order 3.20, the Board of Supervisors of the
11 County of Riverside approved allocating \$14,500,000 in ARPA funds to address the negative
12 economic impacts of the pandemic on nonprofits and to support community recovery efforts
13 carried out by the nonprofit sector; and

14 WHEREAS, SUBRECIPIENT has submitted a proposal to receive an allocation of the
15 Riverside County Nonprofit Assistance Fund (“RCNAF”) in conjunction with Inland Southern
16 California 211+ (“ISCUW”) and Regional Access Project Foundation (“RAP”) to continue the
17 County’s efforts to strengthen, expand, and support the local nonprofit sector which has played
18 a critical role in the pandemic response; and

19 WHEREAS, COUNTY has determined that Riverside County Contribution to the
20 RCNAF is an Eligible Use of the SLFRF because the funds will be used to respond to the
21 COVID-19 public health emergency and its negative economic impacts in that it will assist
22 local nonprofit organizations disproportionately impacted by the COVID-19 pandemic through
23 funding to strengthen, expand and support the local nonprofit sector; and

24 WHEREAS, COUNTY has accepted SUBRECIPIENT’s proposal and desires to invest
25 Six Million Eight Hundred Fifty Four Thousand Four Hundred and Eighty Three Dollars and
26 Twenty Five Cents (6,854,483.25) of its SLFRF allocation for the purposes of strengthening,
27 expanding and supporting the local nonprofit sector; and

1 WHEREAS, SUBRECIPIENT agrees to work cooperatively with ISCUW and RAP; and
2 WHEREAS, ISCUW agreed to administer and disperse grants for the direct grant
3 financial support and assistance category in a separate agreement; and

4 WHEREAS, RAP agreed to administer technical assistance and support offerings which
5 will be made available to grant recipients in a separate agreement;

6 NOW, THEREFORE, the COUNTY and SUBRECIPIENT mutually agree as follows:

7 1. PURPOSE AND USE OF FUNDS. The aforementioned Recitals are true and
8 correct and incorporated herein by this reference. COUNTY has agreed to grant the
9 SUBRECIPIENT a maximum total amount of Six Million Eight
10 Hundred Fifty Four Thousand Four Hundred Eighty Three Dollars and Twenty Five Cents
11 (\$6,854,483.25) of the RCNAF (“Riverside County Contribution”). SUBRECIPIENT
12 promises and agrees to undertake and serve as the Subrecipient by utilizing the sum of
13 \$6,854,483.25 of the SLFRF to coordinate the countywide competitive grant application
14 process and to provide programmatic funding to local nonprofit organizations, as set forth in
15 this Agreement and in **Exhibit A**, which is attached hereto and incorporated herein by this
16 reference.

17 The Riverside County Contribution shall be used for only Eligible Uses under the ARPA
18 Rules. SUBRECIPIENT shall demonstrate to the COUNTY, in the COUNTY’s sole and
19 absolute discretion, that the Riverside County Contribution to the RCNAF is deemed fully
20 expended, in compliance with the ARPA Rules and timeline expenditure dates.

21 2. TERM OF AGREEMENT. This Agreement shall become effective upon the
22 Effective Date, as defined in Section 32 below, and unless terminated earlier pursuant to the
23 terms hereof, shall continue in full force and effect until **June 30, 2024**.

24 3. PERFORMANCE AND OUTCOMES. SUBRECIPIENT shall proceed
25 consistent with Section II as set forth in **Exhibit A**.

26 4. RESERVED.

27 5. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses

1 covered under the terms of this Agreement prior to receiving written authorization from
 2 COUNTY to proceed.

3 6. NOTICES. Each notice, request, demand, consent, approval or other
 4 communication (hereinafter in this Section referred to collectively as “notices” and referred to
 5 singly as a “notice”) which the COUNTY or SUBRECIPIENT is required or permitted to give
 6 to the other party pursuant to this Agreement shall be in writing and shall be deemed to have
 7 been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any
 8 notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent
 9 by Federal Express (or other similar national overnight courier) designating early morning
 10 delivery (any notice so delivered shall be deemed to have been received on the next business
 11 day following receipt by the courier); or (c) sent by United States registered or certified mail,
 12 return receipt requested, postage prepaid, at a post office regularly maintained by the United
 13 States Postal Service (any notice so sent shall be deemed to have been received two days after
 14 mailing in the United States), addressed to the respective parties as follows:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Heidi Marshall, Director	R. Michelle Decker, President & CEO
County of Riverside HWS	Inland Empire Community Foundation
3403 Tenth Street, Suite 300	3700 6 th Street, Suite 200
Riverside, CA 92504	Riverside, CA 92501

20 7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall
 21 determine the final disbursement and distribution of all funds consistent with the provisions of
 22 Sections 1 and 2 of this Agreement. COUNTY, through its Department of Housing and
 23 Workforce Solutions (HWS) shall: (1) make payments of the funds to SUBRECIPIENT as set
 24 forth in **Exhibit A** and (2) monitor the RCNAF activities to ensure compliance with all
 25 applicable ARPA Rules, applicable federal regulations, and the terms of this Agreement.

26 8. PAYMENT OF FUNDS. COUNTY shall pay SUBRECIPIENT for services
 27 performed in accordance with the terms of **Exhibit B, Payment Provisions**, which is attached

1 hereto and incorporated herein by this reference. COUNTY is not responsible for any fees or
 2 costs incurred above and beyond the contracted amount. Unless otherwise specifically stated
 3 in **Exhibit B**, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's
 4 expenses related to this Agreement. One hundred percent (100%) of the funds allocated to
 5 SUBRECIPIENT, pursuant to this Agreement, shall be expended by the expiration date or
 6 **June 30, 2024** ("Expenditure Deadline"). Any ARPA funds paid to SUBRECIPIENT, but not
 7 expended pursuant to this Agreement by **June 30, 2024** shall be returned to COUNTY within
 8 five (5) business days. In the event this Agreement is terminated prior to **June 30, 2024**, any
 9 funds paid to SUBRECIPIENT, but not expended prior to the date of termination, shall be
 10 returned to COUNTY within five (5) business days of the notice of termination.

11 9. RECORDS AND INSPECTIONS.

12 a. SUBRECIPIENT shall establish and maintain financial, programmatic,
 13 statistical, and other supporting records of its operations and financial activities in accordance
 14 with the ARPA Rules and the Uniform Administrative Requirements, Cost Principles, and
 15 Audit Requirements for Federal Awards (2 CFR Part 200) as it relates to the acceptance and
 16 use of the SLFRF under this Agreement. Said records shall be retained for a period of seven
 17 (7) years from the date that the activity or program funded with the Riverside County
 18 Contribution to the RCNAF is closed out by the COUNTY and reported as complete to the
 19 Board of Supervisors. Exceptions to the seven (7) year retention period requirement, pursuant
 20 to 2 CFR 200.333 include the following:

21 i. if any litigation, claim, or audit is started prior to the expiration of
 22 the three (3) period;

23 ii. when the SUBRECIPIENT is notified in writing by the COUNTY
 24 or a Federal agency to extend the retention period;

25 b. SUBRECIPIENT shall maintain a separate account for Riverside County
 26 Contribution to the RCNAF received.

27 c. SUBRECIPIENT shall obtain an external audit in accordance with the

1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
2 Awards (2 CFR Section 200.500). Audits shall usually be performed annually but not less
3 frequently than every two years. Nonprofit institutions and government agencies that expend
4 less than \$750,000 a year in federal awards are exempt from federal audit requirements, but
5 records must be available for review by appropriate officials of the federal grantor agency or
6 subgranting entity. The audit report shall be submitted to the COUNTY within 180 days after
7 the end of the COUNTY'S fiscal year.

8 d. SUBRECIPIENT shall, during normal business hours make available to
9 COUNTY and to authorized Federal Agencies for examination and copying all of its records
10 and other materials with respect to matters covered by this Agreement.

11 10. COMPLIANCE WITH LAWS AND REGULATIONS. The SUBRECIPIENT
12 shall comply with all applicable federal, state and local laws, regulations and ordinances. By
13 executing this Agreement, the SUBRECIPIENT hereby certifies that it will adhere to and
14 comply with the following as they may be applicable to a SUBRECIPIENT of the SLFRF
15 granted pursuant to the ARPA Rules and shall pass down these requirements to all tiers of
16 awardees, subcontractors, consultants, and subconsultants working under this Agreement:

- 17 a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal
18 Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967,
19 and as supplemented in Department of Labor Regulations (41 CFR Part 60). The
20 SUBRECIPIENT will not discriminate against any employee or applicant for
21 employment because of race, color, religion, sex, or national origin. SUBRECIPIENT
22 shall ensure that all qualified applicants will receive consideration for employment
23 without regard to race, color, religion, sex or national origin. The SUBRECIPIENT will
24 take affirmative action to ensure that applicants are employed and the employees are
25 treated during employment, without regard to their race color, religion, sex, or national
26 origin. Such actions shall include, but are not limited to, the following: employment, up-
27 grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or

1 other forms of compensation; and selection for training, including apprenticeship. The
2 SUBRECIPIENT agrees to post in a conspicuous place, available to employees and
3 applicants for employment, notices to be provided by the County setting forth the
4 provisions of this non-discrimination clause;

5 b. Executive Order 11063, as amended by Executive Order 12259, and implementing
6 regulations at 24 CFR Part 107;

7 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and
8 implementing regulations;

9 d. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing
10 regulations;

11 e. The regulations, policies, guidelines and requirements of the Uniform Administrative
12 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part
13 200) as they relate to the acceptance and use of federal funds under the federally-assigned
14 program;

15 f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations
16 issued at 24 CFR Part 1;

17 g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended; and

18 h. *Rights to Data and Copyrights*: SUBRECIPIENT agree to comply with all applicable
19 provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-
20 3, Federal Acquisition Regulations (FAR).

21 i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*) (42 U.S.C.A.
22 7401 *et seq.*) and the *Federal Water Pollution Control Act* (33 U.S.C.A. Section 1251 *et*
23 *seq.*), *as amended*: Contracts and subgrants of amounts in excess of \$100,000 shall
24 contain a provision that requires the recipient to agree to comply with all applicable
25 standards, orders or regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401
26 *et seq.*) and the *Federal Water Pollution Control Act* as amended (33 U.S.C.A. Section
27 1251 *et seq.*). Violations shall be reported to HUD and the Regional Office of the

1 Environmental Protection Agency (EPA).

- 2 j. *Byrd Anti-Lobbying Certification (31 U.S.C.A. 1352)*: The language of the certification
3 set forth below shall be required in all contracts or subcontracts entered into in connection
4 with this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly.
5 This certification is a material representation of fact upon which reliance was placed
6 when this transaction was made or entered into. Submission of this certification is a
7 prerequisite for making or entering into this transaction imposed by. Section 1352, Title
8 31, U.S. code. Any person who fails to file the required certification shall be subject to a
9 civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

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

11 No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to
12 any person for influencing or attempting to influence an officer or employee of any
13 agency, a Member of Congress, an officer or employee of Congress, or an employee of
14 a Member of Congress in connection with the awarding of any Federal contract, the
15 making of any Federal grant, the making of any Federal loan, the entering into of any
16 cooperative agreement, and the extension, continuation, renewal, amendment, or
17 modification of any Federal contract, grant, loan, or cooperative agreement;

18 If any funds other than Federal appropriated funds have been paid or will be paid to any
19 person for influencing or attempting to influence an officer or employee of any agency,
20 a Member of Congress, an officer or employee of Congress, or an employee of a Member
21 of Congress in connection with this Federal contract, grant loan or cooperative
22 agreement, he/she will complete and submit Standard Form – LLL, “Disclosure Form to
23 Report Lobbying,” in accordance with its instructions.”

- 24 k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No contract
25 shall be made to parties listed on the General Services Administration's List of Parties
26 Excluded from Federal Procurement or Nonprocurement Programs in accordance with
27 E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR Part 2424.

1 This list contains the names of parties debarred, suspended, or otherwise excluded by
2 agencies, and contractors declared ineligible under statutory or regulatory authority other
3 than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall
4 provide the required certification regarding its exclusion status and that of its principal
5 employees.

- 6 1. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (41 U.S.C.A.
7 Section 8101-8103) requires grantees (including individuals) of federal agencies, as a
8 prior condition of being awarded a grant, to certify that they will provide drug-free
9 workplaces. Each potential recipient must certify that it will comply with drug-free
10 workplace requirements in accordance with the Act and with HUD's rules at 2 CFR Part
11 2424.
- 12 m. *Access to Records and Records Retention:* The SUBRECIPIENT or Contractor, and any
13 subconsultants or subcontractors, shall allow all duly authorized Federal, State, and/or
14 County officials or authorized representatives access to the work area, as well as all
15 books, documents, applications for assistance, materials, papers, and records of the
16 SUBRECIPIENT or Contractor, and any subconsultants or subcontractors, that are
17 directly pertinent to a specific program for the purpose of making audits, examinations,
18 excerpts, and transcriptions. The SUBRECIPIENT or Contractor, and any subconsultants
19 or subcontractors, further agree to maintain and keep such books, documents,
20 applications for assistance, materials, papers, and records, on a current basis, recording
21 all transactions pertaining to this agreement in a form in accordance with generally
22 acceptable accounting principles. All such books and records shall be retained for such
23 periods of time as required by law, provided, however, notwithstanding any shorter
24 periods of retention, all books, records, and supporting detail shall be retained for a period
25 of at least three (3) years after the expiration of the term of this Agreement.
- 26 n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress of the
27 United States, and no Resident Commissioner shall be admitted to any share or part of

1 this agreement or to any benefit to arise from the same.

- 2 o. *Energy Efficiency*: Mandatory standards and policies relating to energy efficiency which
3 are contained in the State energy conservation plan issued in compliance with the Energy
4 Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201,
5 et. seq., 89 Stat.871).
- 6 p. *Procurement of Recovered Materials (2 CFR 200.322.)*: A non-Federal entity that is a
7 state agency or agency of a political subdivision of a state and its contractors must comply
8 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901,
9 et seq.), as amended by the Resource Conservation and Recovery Act. The requirements
10 of Section 6002 include procuring only items designated in guidelines of the
11 Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest
12 percentage of recovered materials practicable, consistent with maintaining a satisfactory
13 level of competition, where the purchase price of the item exceeds \$10,000 or the value
14 of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid
15 waste management services in a manner that maximizes energy and resource recovery;
16 and establishing an affirmative procurement program for procurement of recovered
17 materials identified in the EPA guidelines.
- 18 q. *Contract Work Hours and Safety Standards Act ("CWHSA") (30 U.S.C. 3701-3708)*:
19 SUBRECIPIENT agrees to comply with all applicable provisions of the CWHSA.
- 20 r. *Lead Hazard Control Requirements (24 CFR Part 35)*: SUBRECIPIENT agrees to
21 comply with all applicable provisions of the Lead Hazard Control Requirements as set
22 forth in 24 CFR Part 35.
- 23 s. *Uniform Relocation Act (24 CFR Part 92.353)*: SUBRECIPIENT agrees to comply with
24 all applicable provisions of the Uniform Relocation Act as set forth in 24 CFR Part
25 92.353.)
- 26 t. *Prevailing Wages*: If applicable, SUBRECIPIENT shall comply with any applicable
27 labor regulations and all other State laws in connection with the work which compromise

1 the Project, including if applicable, requirements relating to prevailing wages.
2 SUBRECIPIENT agrees and acknowledges that it is the responsibility of the
3 SUBRECIPIENT to obtain a legal determination, at SUBRECIPIENT's sole cost and
4 expenses as to whether prevailing wages must be paid for during the work.
5 SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY harmless from and
6 against any and all liability arising out of and related to SUBRECIPIENT's failure to
7 comply with any and all applicable prevailing wage requirements. The indemnification
8 obligations set forth herein shall survive the termination and expiration of this Agreement

9 11. RESERVED.

10 12. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT shall
11 indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts
12 and Departments, their respective directors, officers, Board of Supervisors, elected and
13 appointed officials, employees, agents and representatives from any liability whatsoever, based
14 or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors,
15 agents or representatives arising out of or in any way relating to this Agreement, including but
16 not limited to property damage, bodily injury, or death or any other element of any kind or
17 nature whatsoever arising from the performance of SUBRECIPIENT, its officers, agents,
18 employees, subcontractors, or representatives from this Agreement. SUBRECIPIENT shall
19 defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost
20 of investigation, defense and settlements or awards, the Indemnitees in any claim or action
21 based upon such alleged acts or omissions.

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

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

4 The specified insurance limits required in this Agreement shall in no way limit or
5 circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the COUNTY
6 herein from third party claims. The hold harmless and indemnification obligations set forth
7 herein shall survive the termination and expiration of this Agreement.

8 13. INSURANCE. Without limiting or diminishing the SUBRECIPIENT'S
9 obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and
10 maintain or cause to be maintained, at its sole cost and expense, the following insurance
11 coverage's during the term of this Agreement.

12 a. Workers' Compensation:

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

19 b. Commercial General Liability:

20 Commercial General Liability insurance coverage, including but not limited to,
21 premises liability, contractual liability, products and completed operations liability, personal
22 and advertising injury, and cross liability coverage, covering claims which may arise from or
23 out of SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the
24 County of Riverside as Additional Insured. Policy's limit of liability shall not be less than
25 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
26 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the
27 occurrence limit.

1 c. Vehicle Liability:

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

8 d. General Insurance Provisions - All lines:

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

14 (ii). The SUBRECIPIENT'S insurance carrier(s) must declare its insurance
15 self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such
16 retentions shall have the prior written consent of the County Risk Manager before the
17 commencement of operations under this Agreement. Upon notification of self-insured
18 retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager,
19 SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as
20 respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment
21 of losses and related investigations, claims administration, and defense costs and expenses.

22 (iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to
23 furnish the County of Riverside with either 1) a properly executed original Certificate(s) of
24 Insurance and certified original copies of Endorsements effecting coverage as required herein,
25 and 2) if requested to do so orally or in writing by the County Risk Manager, provide original
26 Certified copies of policies including all Endorsements and all attachments thereto, showing
27 such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance

1 shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall
2 be given to the County of Riverside prior to any material modification, cancellation, expiration
3 or reduction in coverage of such insurance. In the event of a material modification,
4 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith,
5 unless the County of Riverside receives, prior to such effective date, another properly executed
6 original Certificate of Insurance and original copies of endorsements or certified original
7 policies, including all endorsements and attachments thereto evidencing coverage's set forth
8 herein and the insurance required herein is in full force and effect. *SUBRECIPIENT shall not*
9 *commence operations until the COUNTY has been furnished original Certificate (s) of*
10 *Insurance and certified original copies of endorsements and if requested, certified original*
11 *policies of insurance including all endorsements and any and all other attachments as required*
12 *in this Section. An individual authorized by the insurance carrier to do so on its behalf shall*
13 *sign the original endorsements for each policy and the Certificate of Insurance.*

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

18 (v). If, during the term of this Agreement or any extension thereof, there is a
19 material change in the scope of services; or, there is a material change in the equipment to be
20 used in the performance of the scope of or, the term of this Agreement, including any
21 extensions thereof, exceeds three (3) years, the COUNTY reserves the right to adjust the types
22 of insurance required under this Agreement and the monetary limits of liability for the
23 insurance coverage's currently required herein, if; in the County Risk Manager's reasonable
24 judgment, the amount or type of insurance carried by the SUBRECIPIENT has become
25 inadequate.

26 (vi). SUBRECIPIENT shall pass down the insurance obligations contained
27 herein to all tiers of subcontractors working under this Agreement.

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

3 (viii). SUBRECIPIENT agrees to notify COUNTY of any claim by a third party
4 or any incident or event that may give rise to a claim arising from the performance of this
5 Agreement.

6 14. FEDERAL REQUIREMENTS. SUBRECIPIENT shall comply with the
7 applicable regulations found in the Uniform Administrative Requirements, Cost Principles,
8 and Audit Requirements for Federal Awards (2 CFR Part 200), the Act, the Final Rule and 31
9 CFR Part 35 (defined above as the "ARPA Rules"). SUBRECIPIENT shall pass down all
10 applicable regulations found in the ARPA Rules and 2 CFR Part 200 to all tiers of
11 subcontractors, consultants, and subconsultants working under this Agreement.

12 15. PROGRAM INCOME. COUNTY may approve, at its sole and discretion, any
13 request from SUBRECIPIENT to retain program income pursuant to 2 CFR Section 200.307.

14 16. INDEPENDENT CAPACITY. The SUBRECIPIENT is, for purposes relating to
15 this Agreement, an independent contractor and shall not be deemed an employee, officer, or
16 agent of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT
17 (including its employees, agents and subcontractor's) shall in no event be entitled to any
18 benefits to which the COUNTY employees are entitled, including but not limited to overtime,
19 any retirement benefits, worker's compensation benefits, and injury leave or other leave
20 benefits. There shall be no employer-employee relationship between the parties; and the
21 SUBRECIPIENT shall hold the COUNTY harmless from any and all claims that may be made
22 against the COUNTY based upon any contention by a third party that an employer-employee
23 relationship exists by reason of this Agreement. It is further understood and agreed by the
24 Parties that the SUBRECIPIENT in the performance of this Agreement is subject to the control
25 or direction of the COUNTY merely as to the results to be accomplished and not as to the
26 means and methods for accomplishing the results.

27 17. NONDISCRIMINATION. SUBRECIPIENT agrees to abide by and include in

1 any subcontracts, subgrants, contracts, loans, or cooperative agreements to perform work under
2 this Agreement, the following clause:

3 "During the performance of this Agreement SUBRECIPIENT and its subcontractors
4 shall not unlawfully discriminate against any employee or applicant for employment
5 because of race, religion, color, national origin, ancestry, physical disability, medical
6 condition, marital status, age (over 40) or sex. SUBRECIPIENT and subcontractors shall
7 insure that the evaluation and treatment of their employees and applicants for
8 employment are free of such discrimination. SUBRECIPIENT and subcontractors shall
9 comply with the provisions of the Fair Employment and Housing Act (California
10 Government Code Section 12900 et seq.). The applicable regulations of the Fair
11 Employment and Housing Commission implementing California Government Code
12 Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the California
13 Administrative Code are incorporated into this Agreement by reference and made a part
14 hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written
15 notice of their obligations under this clause to labor organizations with which they have
16 a collective bargaining or other agreement."

17 18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

18 a. SUBRECIPIENT and its assigns, employees, officers, agents,
19 consultants, officers, subcontractors and appointed officials shall become familiar with and
20 shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit
21 Requirements for Federal Awards (2 CFR Part 200).

22 b. The Subrecipient shall maintain a written code or standards of conduct
23 that shall govern the performance of its officers, employees or agents engaged in the award
24 and administration of contracts supported by Federal funds.

25 c. No employee, officer or agent of the Subrecipient shall participate in the
26 selection, or in the award, or administration of, a contract supported by Federal funds if a
27 conflict of interest, real or apparent, would be involved.

1 d. No covered persons who exercise or have exercised any functions or
2 responsibilities with respect to the assisted activities, or who are in a position to participate in
3 a decision-making process or gain inside information with regard to such activities, may obtain
4 a financial interest in any contract, or have a financial interest in any contract, subcontract, or
5 agreement with respect to activities assisted with the Riverside County Contribution of the
6 RCNAF, or with respect to the proceeds from activities assisted with Riverside County
7 Contribution of the RCNAF funding, either for themselves or those with whom they have
8 business or immediate family ties, during their tenure or for a period of one (1) year thereafter.
9 For purposes of this paragraph, a “covered person” includes any person who is an employee,
10 agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or
11 any designated public agency.

12 e. SUBRECIPIENT understands and agrees that no waiver or exception can
13 be granted to the prohibition against conflict of interest except upon written approval of
14 COUNTY.

15 f. Prior to any funding under this Agreement, SUBRECIPIENT shall
16 provide COUNTY with a list of all employees, agents, consultants, officers and elected and
17 appointed officials who are in a position to participate in a decision-making process, exercise
18 any functions or responsibilities, or gain inside information with respect the RCNAF activities
19 funded under this Agreement. SUBRECIPIENT shall also promptly disclose to COUNTY any
20 potential conflict, including even the appearance of conflict, that may arise with respect to the
21 RCNAF activities funded under this Agreement.

22 g. Any violation of this section shall be deemed a material breach of this
23 Agreement, and the Agreement shall be immediately terminated by the COUNTY.

24 19. LOBBYING. The SUBRECIPIENT certifies to the best of its knowledge and
25 belief, that:

26 a. No federally appropriated funds have been paid or will be paid, by or on
27 behalf of the undersigned, to any person for influencing or attempting to influence an officer

1 or employee of any agency, a member of Congress, an officer or employee of Congress, or an
2 employee of a member of Congress in connection with the awarding of any federal contract,
3 the making of any federal grant, the making of any federal loan, the entering into of any
4 cooperative agreement, and the extension, continuation, renewal, amendment, or modification
5 of any federal contract, grant, loan, or cooperative agreement.

6 b. If any funds other than federally appropriated funds have been paid or will
7 be paid to any person for influencing or attempting to influence an officer to employee of any
8 agency, a member of Congress, an officer or employee of Congress, or an employee of a
9 member of Congress in connection with this federal contract, grant, loan, or cooperative
10 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form
11 to Report Lobbying," in accordance with its instructions.

12 c. The undersigned shall require that the language of this certification be
13 included in the award documents for all subawards at all tiers (including subcontracts,
14 subgrants, and contracts under grants, loans, and cooperative agreements) and that all
15 Subrecipients shall certify and disclose accordingly. This certification is a material
16 representation of fact upon which reliance was placed when this transaction was made or
17 entered into.

18 20. TERMINATION.

19 a. SUBRECIPIENT. SUBRECIPIENT may not terminate this Agreement
20 except upon express written consent of COUNTY, pursuant to 2 CFR Section 200.339 (a)(4).

21 b. COUNTY. Notwithstanding the provisions of Paragraph 20a, COUNTY
22 may suspend or terminate this Agreement upon written notice to SUBRECIPIENT of the action
23 being taken and the reason for such actions including but not limited to the following reasons:

24 (1) In the event SUBRECIPIENT fails to perform the covenants
25 herein contained at such times and in such manner as provided in this Agreement; or

26 (2) In the event there is a conflict with any federal, state or local law,
27 ordinance, regulation or rule rendering any of the provisions of this Agreement invalid or

1 untenable; or

2 (3) In the event the Treasury Department's SLFRF funding is
3 terminated or otherwise becomes unavailable.

4 (4) If by **June 30, 2024**, SUBRECIPIENT does not expend the funds-
5 as an Eligible Use as defined under the ARPA Rules, within the COUNTY's sole and absolute
6 determination, this Agreement shall self-terminate and any SLFRF funds drawn shall be
7 returned within thirty (30) calendar days. Upon such termination, this Agreement shall become
8 null and void, except for the provisions that survive the termination if this Agreement.

9 c. This Agreement may be terminated and/or funding suspended, in whole
10 or in part, for cause in accordance with the Uniform Administrative Requirements, Cost
11 Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall
12 be based on the failure of the SUBRECIPIENT to materially comply with either the terms or
13 conditions of this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to
14 incur any costs related thereto, or connected with, any area of conflict from which the
15 COUNTY has determined that suspension of funds is necessary.

16 d. Upon expiration of this Agreement, the SUBRECIPIENT shall transfer to
17 the COUNTY any Riverside County Contribution on hand at the time of expiration of the
18 Agreement as well as any accounts receivable held by SUBRECIPIENT which are attributable
19 to the use of Riverside County Contribution awarded pursuant to this Agreement.

20 21. PUBLICITY. Any publicity generated by SUBRECIPIENT for the project
21 funded pursuant to this Agreement, during the term of this Agreement, will make reference to
22 the RCNAF.

23 22. PROGRAM MONITORING AND EVALUATION. SUBRECIPIENT shall be
24 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions
25 of this Agreement and the effective and efficient achievement of the goals of the RCNAF, as
26 set forth in **Exhibit A**, and in compliance with the ARPA Rules. SUBRECIPIENT shall be
27 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions

1 of this Agreement and ARPA Rules. Monthly reports shall be due on the twentieth (20th) day
2 of each third month. The quarterly written reports shall include, but shall not be limited to, the
3 following data elements:

4
5 a. SUBRECIPIENT shall complete and maintain detailed records for every
6 nonprofit organization applying for and receiving as well as nonprofit organizations applying
7 for but not receiving RCNAF and shall submit all records to COUNTY upon request within
8 five (5) business days.

9 b. SUBRECIPIENT shall maintain and submit to the COUNTY detailed records
10 of every expense incurred in carrying out and implementing the RCNAF program and shall
11 submit to the COUNTY upon request within five (5) business days.

12 c. SUBRECIPIENT shall submit to the COUNTY by the 20th of each month a
13 summary of all outreach and marketing efforts performed by nonprofit organizations during
14 the previous month. Electronic records may be accepted with prior written approval from the
15 COUNTY.

16 23. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits
17 hereto constitutes the entire Agreement of the parties with respect to its subject matter and
18 supersedes all prior and contemporaneous representations, proposals, discussions and
19 communications, whether oral or in writing. No oral understanding or agreement not
20 incorporated herein shall be binding on any of the parties hereto. Each of the attachments and
21 exhibits attached hereto is incorporated herein by this reference.

22 24. SEVERABILITY. Each paragraph and provision of this Agreement is severable
23 from each other provision, and if any provision or part thereof is declared invalid, the
24 remaining provisions shall nevertheless remain in full force and effect.

25 25. MINISTERIAL ACTS. The Director of the COUNTY's Department of Housing
26 and Workforce Solutions ("HWS") or designee(s) are authorized to take such ministerial
27 actions as may be necessary or appropriate to implement the terms, provisions, and conditions

1 of this Agreement as it may be amended from time to time by COUNTY.

2 26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of
3 funding pursuant to this Agreement is the American Rescue Plan Act of 2021 (H.R. 1319).
4 SUBRECIPIENT certifies that it has familiarized itself with the ARPA Rules.

5 27. ASSIGNMENT. The SUBRECIPIENT shall not make any assignment or transfer
6 in any other form with respect to this Agreement, without prior written approval of the
7 COUNTY.

8 28. INTERPRETATION AND GOVERNING LAW. This Agreement and any
9 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of
10 the State of California. This Agreement shall be construed as a whole according to its fair
11 language and common meaning to achieve the objectives and purposes of the parties hereto,
12 and the rule of construction to the effect that ambiguities are to be resolved against the drafting
13 party shall not be employed in interpreting this Agreement, all parties having been represented
14 by counsel in the negotiation and preparation hereof.

15 29. WAIVER. Failure by a party to insist upon the strict performance of any of the
16 provisions of this Agreement by the other party, or the failure by a party to exercise its rights
17 upon the default of the other party, shall not constitute a waiver of such party's right to insist
18 and demand strict compliance by the other party with the terms of this Agreement thereafter.

19 30. JURISDICTION AND VENUE. Any action at law or in equity arising under this
20 Agreement or brought by a party hereto for the purpose of enforcing, construing or determining
21 the validity of any provision of this Agreement shall be filed only in the Superior Court of the
22 State of California, located in Riverside, California, and the parties hereto waive all provisions
23 of law providing for the filing, removal or change of venue to any other court or jurisdiction.

24 31. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
25 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that
26 they have the authority to execute this Agreement and warrant and represent that they have the
27 authority to bind the respective parties to this Agreement to the performance of its obligations

1 hereunder.

2 32. EFFECTIVE DATE. The effective date of this Agreement is the date the parties
3 sign the Agreement (the "Effective Date"). If the parties sign the Agreement on more than one
4 date, then the last date the Agreement is signed by a party shall be the Effective Date.

5 33. COUNTERPARTS. This Agreement may be signed by the different parties
6 hereto in counterparts, each of which shall be an original but all of which together shall constitute
7 one and the same agreement.

8 34. FORCE MAJEURE.

9 a. Performance by either party hereunder shall not be deemed to be in default where
10 delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires,
11 casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight
12 embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually
13 severe weather, inability to secure necessary labor, material or tools, delays of any contractor,
14 sub-contractor or supplier, acts of the other party, acts or failure to act of a public or
15 governmental agency or entity, or any causes beyond the control or without the fault of the party
16 claiming an extension of time to perform.

17 b. An extension of time for any such cause (a "Force Majeure Delay") shall be for
18 the period of the enforced delay and shall commence to run from the time of the commencement
19 of the cause, if notice by the party claiming such extension is sent to the other party within thirty
20 (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the
21 foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until
22 the party claiming such delay and interference delivers to the other party written notice
23 describing the event, its cause, when and how such party obtained knowledge, the date the event
24 commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure
25 Delay shall deliver such written notice within thirty (30) calendar days after it obtains
26 knowledge of the event.

27 35. BINDING ON SUCCESSORS. SUBRECIPIENT, its heirs, assigns and

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successors in interest, shall be bound by all the provisions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

36. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended only by a writing signed by the duly authorized and empowered representatives of COUNTY and SUBRECIPIENT, respectively.

(SIGNATURES ON THE NEXT PAGE)

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

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

INLAND EMPIRE COMMUNITY
FOUNDATION,
a California nonprofit public benefit corporation

BY: form - do not sign

BY: form - do not sign

Name: Heidi Marshall
Title: Director HWS

Name: R. Michelle Decker
Title: President & CEO

Date: _____

Date: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel


By: 
Amrit P. Dhillon
Deputy County Counsel

EXHIBIT A
RIVERSIDE COUNTY CONTRIBUTION
TO THE RIVERSIDE COUNTY NONPROFIT ASSISTANCE FUND
SUBRECIPIENT'S AGREEMENT SCOPE OF WORK

I. GENERAL INFORMATION

SUBRECIPIENT NAME: Inland Empire Community Foundation **EIN #:** 33-0748536

ADDRESS: 3700 6th Street, Suite 200
Riverside, CA 92501

PROGRAM CONTACTS:

President & CEO: R. Michelle Decker

PHONE: (951) 241-7777

E-MAIL: MDecker@iegives.org

PROJECT FUNDING SUMMARY: \$6,854,483.25

II. SCOPE OF SERVICE

A. Description of Services

1. The Subrecipient shall coordinate the countywide competitive grant application process and to provide programmatic funding services to local nonprofits. The Subrecipient shall work with the County to establish criteria for funding, to develop the grant program parameters, and shall confer with the County prior to application solicitation or award distribution. The County reserves the right to amend or restrict funding criteria.

Furthermore, the Subrecipient will serve as the administrator of the fund and will be responsible for:

- a) The competitive grant process, including the issuance of grant awards and the maintenance of relevant financial and eligibility documentation, in coordination with the County. Grant awards shall be made through a competitive Request for Proposal ("RFP") to determine eligible nonprofit organizations countywide that meet the approved framework criteria and who meet all other ARPA guidelines, including but not limited to, ARPA Eligible Uses. The RFP content, eligibility, and scoring criteria shall be approved by Housing and Workforce Solutions ("HWS"). Grant awards under \$50,000 shall be issued in one lump sum to awardees. Grant awards in excess of \$50,000 may be made in through scheduled disbursements. ARPA guidelines can be found here: <https://home.treasury.gov/policy->

[issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds.](#)

- b) Determining eligibility of agencies through the competitive process pursuant to the Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule U.S. Department of the Treasury.
- c) Collection and reporting or programmatic data pursuant to reporting requirements and timelines in the **Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds, incorporated herein as Attachment B:**

Quarterly Project and Expenditure Report Timeline

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 – 4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	April 30, 2027

Annual Project and Expenditure Report timeline

Report	Period Covered	Due Date
1	March 3, 2021 – March 31, 2022	April 30, 2022
2	April 1, 2022 – March 31, 2023	April 30, 2023
3	April 1, 2023 – March 31, 2024	April 30, 2024
4	April 1, 2024 – March 31, 2025	April 30, 2025
5	April 1, 2025 – March 31, 2026	April 30, 2026
6	April 1, 2026 – December 31, 2026	April 30, 2027

- d) Work with COUNTY to create the grant application for Direct Financial Support and Assistance grants and Programmatic grants.
- e) Obtain and process all required eligibility documents for individual applicants, issue grant checks/deposits, obtain and collect program related documents for grant awardees and obtain and process closeout records. A final comprehensive report will be produced by the Subrecipient at the program close and presented to the Board of Supervisors.

- 1 f) Provide list of all applicants, funding recommendations, and outreach efforts to
 2 HWS one or before the 20th of each month for the duration of the Agreement to
 3 detail program progress and reach. Conduct extensive outreach and engagement
 4 with the nonprofit sector to raise awareness for the fund.
- 5 g) Serve eligible nonprofit organizations, through programmatic grant support with
 6 \$6,525,000 (\$6,854,483.25 including administration costs) in American Rescue
 7 Plan Act funding, distributed across all five (5) Supervisorial Districts. Geographic
 8 distribution shall be based on the location and service area of the nonprofit
 9 organization. Grant awards will be equitably distributed among all five (5)
 10 Riverside County Supervisorial Districts.
- 11 h) Have a minimum of five (5) years of prior experience with grant making, and strong
 12 local relationships. Subrecipient warrants it has minimum of ten (10) years of
 13 experience in the nonprofit sector.
- 14 i) Subrecipient may partner with other nonprofit agencies to perform specific
 15 functions (e.g., technical assistance, training, engagement, advertising, marketing,
 16 etc.) under this program but may not subcontract the administrative and fiscal
 17 responsibilities associated with the program. Plans to subcontract any part of this
 18 program must be detailed in the agency's proposal response.
- 19 j) Subrecipient shall open the online application cycle no later than June 1, 2023 and
 20 structure the grant program to allow for multiple funding rounds to allow for
 21 outreach and program adjustment. Subrecipient will make the first grant payments
 22 to eligible applicants starting on or about July 15, 2023.

16 **B. FUNDING ROUNDS**

17 **ROUND I** – Online applications for financial grants and programmatic grants will open
 18 thirty (30) days from contract execution. Subrecipient shall begin making grant
 19 payments within thirty (30) days of award notification. Any delays in payment must be
 20 communicated in writing to the County and must receive prior written approval from
 21 the County.

22 **ROUND II** – Financial grants and programmatic funding will open for applications in
 23 September of 2023.

24 **SUBSEQUENT ROUNDS IN 2024** – will be scheduled similarly for remaining funds.

25 **C. REQUESTS FOR PROPOSALS**

26 Each funding round will release two (2) competitive Requests for Proposals (RFPs).
 27 Subrecipient will administer the RFP for Programmatic Funding. RFPs will be released
 with sufficient lead time (3-5 weeks based on the specific Round and RFP) for
 prospective applicants to prepare and submit material for consideration. Applications
 and documents will be completed and submitted online to ensure timelines, eligibility

1 criteria, deliverables, and other aspects will conform to the ARPA Final Rule and all
2 other applicable laws, regulations, and guidelines. The RFPs include:

- 3 1. **Programmatic Funding** – a second broad category of funding that is
4 recommended to financially support programming and services for
5 disproportionately impacted communities including those communities with
6 low Healthy Places Index (HPI) scores to advance the County’s HPI goals and
7 initiatives. The anticipated grant level is \$50,000-\$150,000 per nonprofit to be
8 awarded to approximately 30-40 grantees.

9 **D. PAYMENTS**

10 Subrecipient will issue grant checks/deposits using Bill.com. Grant awards under
11 \$50,000 shall be issued in one lump sum to awardees. Grant awards in excess of
12 \$50,000 may be made in through scheduled disbursements.
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**EXHIBIT B
PAYMENT PROVISIONS**

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$6,854,483.25. Said funds shall be spent according to the line-item budget below:

BUDGET CATEGORY	COST
Programmatic Funding	\$6,525,000
Administration Expenses	\$329,483.25
TOTAL	\$6,854,483.25

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. COUNTY shall pay SUBRECIPIENT one initial lump sum in the amount of 25% of the total Agreement amount (\$1,713,620.81) within thirty (30) days of execution of Agreement. The remaining amount (\$5,140,862.44) will be paid in three (3) increments of 25% (\$7,713,620.81) at the start of each RFP funding round thereafter. COUNTY shall pay SUBRECIPIENT the actual amount of each approved invoice thereafter. COUNTY may delay payment if the required supporting documentation, as set forth in Attachment 1, attached hereto and incorporated herein by this reference, is not provided or other requirements are not met. SUBRECIPIENT shall also submit the following documents on or before the 20th of each month to the COUNTY:
- 1) A summary of all outreach and marketing efforts performed by nonprofits during the previous month
- b. All supporting documentation must be submitted on a monthly basis no later than twenty (20) days after the end of each month in which the funds were awarded.

A.3 INELIGIBLE COSTS

- a. Funding cannot be used for lobbying or fundraising efforts.
- b. No payments for debt service and replenishments of rainy-day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act or the Uniform Guidance (2 CFR 200) conflicts of interest requirements, and other federal, state, and local laws and regulations pursuant to ARPA Rules.
- c. No satisfaction of settlements and judgments. Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are eligible use the RCNAF may be used for those costs pursuant to ARPA Rules.
- d. Funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act (e.g., uses of funds that U.S. DEPARTMENT OF TREASURY Coronavirus State & Local Fiscal Recovery Funds: Overviews of the Final Rule U.S. Department of the Treasury undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of the program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From: _____
Remit to Name
Remit to Address
City State Zip Code

Contract Number

Total amount requested: \$ _____ for the period of _____

Select Payment Type(s) Below:

Advance Payment \$ _____ (if allowed by Contract/Grant) Actual Payment \$ _____ (reimbursement of actual program costs)

Expense Category List each line item as outlined in Contract budget	Current Expenditures

\$0.00

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

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

Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoices #

Amount Authorized
If amount authorized is different from amount request, please see attached claim recap for adjustments.

Program Date

Fiscal Date

HOUSING AND WORKFORCE SOLUTIONS FORMS INSTRUCTIONS

1
2 Mailing Instructions: When completed, these forms will summarize all of your claims for
3 payment. Your Claims Packet will include 2076A, invoices payroll verification, and copies of
4 canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and
5 other back-up documentation needed to comply with Contract/MOU.

6 Mail Claims Packet to address shown on upper left corner of the Subrecipient Payment Request
7 Form (2076A).

8 [see method, time, and schedule/condition of payments).
9 (Please type or print information on all Forms.)

10 2076A

SUBRECIPIENT PAYMENT REQUEST

11 "Remit to Name"

12 The legal name of your agency.

13 "Address"

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

16 "SUBRECIPIENT Name"

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

18 "Contract Number"

19 Can be found on the first page of your contract.

20 "Amount Requested"

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

22 "Payment Type"

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

25 "Any questions regarding..."

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

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

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

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

**SUBRECIPIENT'S AGREEMENT
FOR THE USE OF RIVERSIDE COUNTY
AMERICAN RESCUE PLAN ACT (ARPA) FUNDING
FOR THE RIVERSIDE COUNTY NONPROFIT ASSISTANCE FUND
(HWS-004861)**

This Subrecipient's Agreement ("Agreement"), for the use of U.S. Department of the Treasury ("Treasury Department") Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter "ARPA or the "Act", for the purpose of providing technical support and assistance to nonprofit organizations under the Riverside County Nonprofit Assistance Fund ("RCNAF"), is made and entered into as of the Effective Date (defined herein), by and between, County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Regional Access Project Foundation, a California nonprofit public benefit corporation, hereinafter referred to as "SUBRECIPIENT".

RECITALS

WHEREAS, Riverside County nonprofit organizations suffered negative financial impacts related to the COVID-19 pandemic and continue to need the capacity to respond to the impacts of the COVID-19 pandemic and the recovery efforts; and

WHEREAS, COUNTY desires to build efforts to strengthen, expand, and support the local nonprofit sector which has played a critical role in the pandemic response; and

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the Act, and on January 6, 2022, the Treasury Department adopted a Final Rule implementing the SLFRF; and

WHEREAS, state, territorial, local, and tribal governments were required to comply with the Final Rule by April 1, 2022 when the Final Rule takes effect; and

WHEREAS, the Act, the regulations promulgated thereunder in 31 CFR Part 35, and the Final Rule (collectively, "ARPA Rules") provides that the SLFRF may be used to cover costs

1 that are necessary expenditures incurred due to the public health emergency with respect to the
2 COVID-19 pandemic; and

3 WHEREAS, the Act states that the SLFRF may be used “to respond to the public health
4 emergency with respect to COVID-19 and its negative economic impacts, including assistance
5 to households, small businesses and nonprofits”; and

6 WHEREAS, pursuant to 31 CFR Part 35.6(b)(3)(ii)(C), one of the Eligible Uses (as
7 defined under ARPA Rules) of the SLFRF is to provide assistance to nonprofit organizations
8 including programs, services, or capital expenditures, loans or grants to mitigate financial
9 hardship such as declines in revenues or increased costs, or technical assistance; and

10 WHEREAS, on July 21, 2022, via Minute Order 3.20, the Board of Supervisors of the
11 County of Riverside approved allocating \$14,500,000 in ARPA funds to address the negative
12 economic impacts of the pandemic on nonprofits and to support community recovery efforts
13 carried out by the nonprofit sector; and

14 WHEREAS, SUBRECIPIENT has submitted a proposal to receive an allocation of the
15 Riverside County Nonprofit Assistance Fund (“RCNAF”) in conjunction with Inland Empire
16 Community Foundation (“IECF”) and Inland Southern California 211+ (“ISCUW”) to
17 continue the County’s efforts to strengthen, expand, and support the local nonprofit sector
18 which has played a critical role in the pandemic response; and

19 WHEREAS, COUNTY has determined that Riverside County Contribution to the
20 RCNAF is an Eligible Use of the SLFRF because the funds will be used to respond to the
21 COVID-19 public health emergency and its negative economic impacts in that it will assist
22 local nonprofit organizations disproportionately impacted by the COVID-19 pandemic through
23 funding to strengthen, expand and support the local nonprofit sector; and

24 WHEREAS, COUNTY has accepted SUBRECIPIENT’s proposal and desires to invest
25 One Million Three Hundred One Thousand Seven Hundred Seventy-Eight Dollars and Forty
26 Cents (\$1,301,778.40) of its SLFRF allocation for the purposes of strengthening, expanding and
27 supporting the local nonprofit sector; and

1 WHEREAS, SUBRECIPIENT agrees to work cooperatively with IECF and ISCUW; and
2 WHEREAS, IECF agreed to administer and disperse grants for the programmatic funding
3 category in a separate agreement; and

4 WHEREAS, ISCUW agreed to administer and disperse grants for the direct financial
5 support and assistance category in a separate agreement;

6 NOW, THEREFORE, the COUNTY and SUBRECIPIENT mutually agree as follows:

7 1. PURPOSE AND USE OF FUNDS. The aforementioned Recitals are true and
8 correct and incorporated herein by this reference. COUNTY has agreed to grant the
9 SUBRECIPIENT a maximum total amount of One Million Three
10 Hundred One Thousand Seven Hundred Seventy-Eight Dollars and Forty Cents
11 (\$1,301,778.40) of the RCNAF ("Riverside County Contribution"). SUBRECIPIENT
12 promises and agrees to undertake and serve to support local nonprofits by utilizing the sum of
13 \$1,301,778.40 of the SLFRF to provide technical support and assistance to RCNAF grant
14 recipients, as set forth in this Agreement and in **Exhibit A**, which is attached hereto and
15 incorporated herein by this reference.

16 The Riverside County Contribution shall be used for only Eligible Uses under the ARPA
17 Rules. SUBRECIPIENT shall demonstrate to the COUNTY, in the COUNTY's sole and
18 absolute discretion, that the Riverside County Contribution to the RCNAF is deemed fully
19 expended, in compliance with the ARPA Rules and timeline expenditure dates.

20 2. TERM OF AGREEMENT. This Agreement shall become effective upon the
21 Effective Date, as defined in Section 32 below, and unless terminated earlier pursuant to the
22 terms hereof, shall continue in full force and effect until **June 30, 2024**.

23 3. PERFORMANCE AND OUTCOMES. SUBRECIPIENT shall proceed
24 consistent with Section II as set forth in Exhibit A.

25 4. RESERVED.

26 5. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses
27 covered under the terms of this Agreement prior to receiving written authorization from

COUNTY to proceed.

6. NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as “notices” and referred to singly as a “notice”) which the COUNTY or SUBRECIPIENT is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Heidi Marshall, Director	Leticia De Lara, Chief Executive Officer
County of Riverside HWS	Regional Access Project Foundation
3403 Tenth Street, Suite 300	41550 Eclectic Street
Riverside, CA 92504	Palm Desert, CA 92260

7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall determine the final disbursement and distribution of all consistent with the provisions of Sections 1 and 2 of this Agreement. COUNTY, through its Department of Housing and Workforce Solutions (HWS) shall: (1) make payments of the funds to SUBRECIPIENT as set forth in **Exhibit A** and (2) monitor the RCNAF activity to ensure compliance with all applicable ARPA Rules, applicable federal regulations, and the terms of this Agreement.

8. PAYMENT OF FUNDS. COUNTY shall pay SUBRECIPIENT for services performed in accordance with the terms of **Exhibit B, Payment Provisions**, which is attached hereto and incorporated herein by this reference. COUNTY is not responsible for any fees or

1 costs incurred above and beyond the contracted amount. Unless otherwise specifically stated
2 in **Exhibit B**, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's
3 expenses related to this Agreement. One hundred percent (100%) of the funds allocated to
4 SUBRECIPIENT, pursuant to this Agreement, shall be expended by the expiration date or
5 **June 30, 2024** ("Expenditure Deadline"). Any ARPA funds paid to SUBRECIPIENT, but not
6 expended pursuant to this Agreement by **June 30, 2024** shall be returned to COUNTY within
7 five (5) business days. In the event this Agreement is terminated prior to **June 30, 2024**, any
8 funds paid to SUBRECIPIENT, but not expended prior to the date of termination, shall be
9 returned to COUNTY within five (5) business days of the notice of termination.

10 9. RECORDS AND INSPECTIONS.

11 a. SUBRECIPIENT shall establish and maintain financial, programmatic,
12 statistical, and other supporting records of its operations and financial activities in accordance
13 with the ARPA Rules and the Uniform Administrative Requirements, Cost Principles, and
14 Audit Requirements for Federal Awards (2 CFR Part 200) as it relates to the acceptance and
15 use of the SLFRF under this Agreement. Said records shall be retained for a period of seven
16 (7) years from the date that the activity or program funded with the Riverside County
17 Contribution to the RCNAF is closed out by the COUNTY and reported as complete to the
18 Board of Supervisors. Exceptions to the seven (7) year retention period requirement, pursuant
19 to 2 CFR 200.333 include the following:

20 i. if any litigation, claim, or audit is started prior to the expiration of
21 the three (3) period;

22 ii. when the SUBRECIPIENT is notified in writing by the COUNTY
23 or a Federal agency to extend the retention period;

24 b. SUBRECIPIENT shall maintain a separate account for Riverside County
25 Contribution to the RCNAF received.

26 c. SUBRECIPIENT shall obtain an external audit in accordance with the
27 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

1 Awards (2 CFR Section 200.500). Audits shall usually be performed annually but not less
2 frequently than every two years. Nonprofit institutions and government agencies that expend
3 less than \$750,000 a year in federal awards are exempt from federal audit requirements, but
4 records must be available for review by appropriate officials of the federal grantor agency or
5 subgranting entity. The audit report shall be submitted to the COUNTY within 180 days after
6 the end of the COUNTY'S fiscal year.

7 d. SUBRECIPIENT shall, during normal business hours make available to
8 COUNTY and to authorized Federal Agencies for examination and copying all of its records
9 and other materials with respect to matters covered by this Agreement.

10 10. COMPLIANCE WITH LAWS AND REGULATIONS. The SUBRECIPIENT
11 shall comply with all applicable federal, state and local laws, regulations and ordinances. By
12 executing this Agreement, the SUBRECIPIENT hereby certifies that it will adhere to and
13 comply with the following as they may be applicable to a SUBRECIPIENT of the SLFRF
14 granted pursuant to the ARPA Rules and shall pass down these requirements to all tiers of
15 awardees, subcontractors, consultants, and subconsultants working under this Agreement:

- 16 a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal
17 Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967,
18 and as supplemented in Department of Labor Regulations (41 CFR Part 60). The
19 SUBRECIPIENT will not discriminate against any employee or applicant for
20 employment because of race, color, religion, sex, or national origin. SUBRECIPIENT
21 shall ensure that all qualified applicants will receive consideration for employment
22 without regard to race, color, religion, sex or national origin. The SUBRECIPIENT will
23 take affirmative action to ensure that applicants are employed and the employees are
24 treated during employment, without regard to their race color, religion, sex, or national
25 origin. Such actions shall include, but are not limited to, the following: employment, up-
26 grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or
27 other forms of compensation; and selection for training, including apprenticeship. The

1 SUBRECIPIENT agrees to post in a conspicuous place, available to employees and
2 applicants for employment, notices to be provided by the County setting forth the
3 provisions of this non-discrimination clause;

4 b. Executive Order 11063, as amended by Executive Order 12259, and implementing
5 regulations at 24 CFR Part 107;

6 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and
7 implementing regulations;

8 d. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing
9 regulations;

10 e. The regulations, policies, guidelines and requirements of the Uniform Administrative
11 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part
12 200) as they relate to the acceptance and use of federal funds under the federally-assigned
13 program;

14 f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations
15 issued at 24 CFR Part 1;

16 g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended; and

17 h. *Rights to Data and Copyrights*: SUBRECIPIENT agree to comply with all applicable
18 provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-
19 3, Federal Acquisition Regulations (FAR).

20 i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*) (42 U.S.C.A.
21 7401 et seq.) and the *Federal Water Pollution Control Act* (33 U.S.C.A. Section 1251 et
22 seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall
23 contain a provision that requires the recipient to agree to comply with all applicable
24 standards, orders or regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401
25 et seq.) and the *Federal Water Pollution Control Act* as amended (33 U.S.C.A. Section
26 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the
27 Environmental Protection Agency (EPA).

1 j. *Byrd Anti-Lobbying Certification (31 U.S.C.A. 1352)*: The language of the certification
2 set forth below shall be required in all contracts or subcontracts entered into in connection
3 with this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly.
4 This certification is a material representation of fact upon which reliance was placed
5 when this transaction was made or entered into. Submission of this certification is a
6 prerequisite for making or entering into this transaction imposed by. Section 1352, Title
7 31, U.S. code. Any person who fails to file the required certification shall be subject to a
8 civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

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

10 No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to
11 any person for influencing or attempting to influence an officer or employee of any agency, a
12 Member of Congress, an officer or employee of Congress, or an employee of a Member of
13 Congress in connection with the awarding of any Federal contract, the making of any Federal
14 grant, the making of any Federal loan, the entering into of any cooperative agreement, and the
15 extension, continuation, renewal, amendment, or modification of any Federal contract, grant,
16 loan, or cooperative agreement;

17 If any funds other than Federal appropriated funds have been paid or will be paid to any
18 person for influencing or attempting to influence an officer or employee of any agency, a
19 Member of Congress, an officer or employee of Congress, or an employee of a Member of
20 Congress in connection with this Federal contract, grant loan or cooperative agreement, he/she
21 will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in
22 accordance with its instructions.”

23 k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No contract
24 shall be made to parties listed on the General Services Administration's List of Parties
25 Excluded from Federal Procurement or Nonprocurement Programs in accordance with
26 E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR Part 2424.
27 This list contains the names of parties debarred, suspended, or otherwise excluded by

1 agencies, and contractors declared ineligible under statutory or regulatory authority other
2 than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall
3 provide the required certification regarding its exclusion status and that of its principal
4 employees.

- 5 l. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (41 U.S.C.A.
6 Section 8101-8103) requires grantees (including individuals) of federal agencies, as a
7 prior condition of being awarded a grant, to certify that they will provide drug-free
8 workplaces. Each potential recipient must certify that it will comply with drug-free
9 workplace requirements in accordance with the Act and with HUD's rules at 2 CFR Part
10 2424.
- 11 m. *Access to Records and Records Retention:* The SUBRECIPIENT or Contractor, and any
12 subconsultants or subcontractors, shall allow all duly authorized Federal, State, and/or
13 County officials or authorized representatives access to the work area, as well as all
14 books, documents, applications for assistance, materials, papers, and records of the
15 SUBRECIPIENT or Contractor, and any subconsultants or subcontractors, that are
16 directly pertinent to a specific program for the purpose of making audits, examinations,
17 excerpts, and transcriptions. The SUBRECIPIENT or Contractor, and any subconsultants
18 or subcontractors, further agree to maintain and keep such books, documents,
19 applications for assistance, materials, papers, and records, on a current basis, recording
20 all transactions pertaining to this agreement in a form in accordance with generally
21 acceptable accounting principles. All such books and records shall be retained for such
22 periods of time as required by law, provided, however, notwithstanding any shorter
23 periods of retention, all books, records, and supporting detail shall be retained for a period
24 of at least three (3) years after the expiration of the term of this Agreement.
- 25 n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress of the
26 United States, and no Resident Commissioner shall be admitted to any share or part of
27 this agreement or to any benefit to arise from the same.

- 1 o. *Energy Efficiency*: Mandatory standards and policies relating to energy efficiency which
2 are contained in the State energy conservation plan issued in compliance with the Energy
3 Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201,
4 et. seq., 89 Stat.871).
- 5 p. *Procurement of Recovered Materials (2 CFR 200.322.)*: A non-Federal entity that is a
6 state agency or agency of a political subdivision of a state and its contractors must comply
7 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901,
8 et seq.), as amended by the Resource Conservation and Recovery Act. The requirements
9 of Section 6002 include procuring only items designated in guidelines of the
10 Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest
11 percentage of recovered materials practicable, consistent with maintaining a satisfactory
12 level of competition, where the purchase price of the item exceeds \$10,000 or the value
13 of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid
14 waste management services in a manner that maximizes energy and resource recovery;
15 and establishing an affirmative procurement program for procurement of recovered
16 materials identified in the EPA guidelines.
- 17 q. *Contract Work Hours and Safety Standards Act ("CWHSA") (30 U.S.C. 3701-3708)*:
18 SUBRECIPIENT agrees to comply with all applicable provisions of the CWHSA.
- 19 r. *Lead Hazard Control Requirements (24 CFR Part 35)*: SUBRECIPIENT agrees to
20 comply with all applicable provisions of the Lead Hazard Control Requirements as set
21 forth in 24 CFR Part 35.
- 22 s. *Uniform Relocation Act (24 CFR Part 92.353)*: SUBRECIPIENT agrees to comply with
23 all applicable provisions of the Uniform Relocation Act as set forth in 24 CFR Part
24 92.353.)
- 25 t. *Prevailing Wages*: If applicable, SUBRECIPIENT shall comply with any applicable
26 labor regulations and all other State laws in connection with the work which compromise
27 the Project, including if applicable, requirements relating to prevailing wages.

1 SUBRECIPIENT agrees and acknowledges that it is the responsibility of the
2 SUBRECIPIENT to obtain a legal determination, at SUBRECIPIENT's sole cost and
3 expenses as to whether prevailing wages must be paid for during the work.
4 SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY harmless from and
5 against any and all liability arising out of and related to SUBRECIPIENT's failure to
6 comply with any and all applicable prevailing wage requirements. The indemnification
7 obligations set forth herein shall survive the termination and expiration of this Agreement

8 11. RESERVED.

9 12. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT shall
10 indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts
11 and Departments, their respective directors, officers, Board of Supervisors, elected and
12 appointed officials, employees, agents and representatives from any liability whatsoever, based
13 or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors,
14 agents or representatives arising out of or in any way relating to this Agreement, including but
15 not limited to property damage, bodily injury, or death or any other element of any kind or
16 nature whatsoever arising from the performance of SUBRECIPIENT, its officers, agents,
17 employees, subcontractors, or representatives from this Agreement. SUBRECIPIENT shall
18 defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost
19 of investigation, defense and settlements or awards, the Indemnitees in any claim or action
20 based upon such alleged acts or omissions.

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

27 SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has

1 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability
2 for the action or claim involved.

3 The specified insurance limits required in this Agreement shall in no way limit or
4 circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the COUNTY
5 herein from third party claims. The hold harmless and indemnification obligations set forth
6 herein shall survive the termination and expiration of this Agreement.

7 13. INSURANCE. Without limiting or diminishing the SUBRECIPIENT'S
8 obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and
9 maintain or cause to be maintained, at its sole cost and expense, the following insurance
10 coverage's during the term of this Agreement.

11 a. Workers' Compensation:

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

18 b. Commercial General Liability:

19 Commercial General Liability insurance coverage, including but not limited to,
20 premises liability, contractual liability, products and completed operations liability, personal
21 and advertising injury, and cross liability coverage, covering claims which may arise from or
22 out of SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the
23 County of Riverside as Additional Insured. Policy's limit of liability shall not be less than
24 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
25 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the
26 occurrence limit.

27 c. Vehicle Liability:

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

7 d. General Insurance Provisions - All lines:

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

13 (ii). The SUBRECIPIENT'S insurance carrier(s) must declare its insurance
14 self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such
15 retentions shall have the prior written consent of the County Risk Manager before the
16 commencement of operations under this Agreement. Upon notification of self-insured
17 retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager,
18 SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as
19 respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment
20 of losses and related investigations, claims administration, and defense costs and expenses.

21 (iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to
22 furnish the County of Riverside with either 1) a properly executed original Certificate(s) of
23 Insurance and certified original copies of Endorsements effecting coverage as required herein,
24 and 2) if requested to do so orally or in writing by the County Risk Manager, provide original
25 Certified copies of policies including all Endorsements and all attachments thereto, showing
26 such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance
27 shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall

1 be given to the County of Riverside prior to any material modification, cancellation, expiration
2 or reduction in coverage of such insurance. In the event of a material modification,
3 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith,
4 unless the County of Riverside receives, prior to such effective date, another properly executed
5 original Certificate of Insurance and original copies of endorsements or certified original
6 policies, including all endorsements and attachments thereto evidencing coverage's set forth
7 herein and the insurance required herein is in full force and effect. *SUBRECIPIENT shall not*
8 *commence operations until the COUNTY has been furnished original Certificate (s) of*
9 *Insurance and certified original copies of endorsements and if requested, certified original*
10 *policies of insurance including all endorsements and any and all other attachments as required*
11 *in this Section. An individual authorized by the insurance carrier to do so on its behalf shall*
12 *sign the original endorsements for each policy and the Certificate of Insurance.*

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

17 (v). If, during the term of this Agreement or any extension thereof, there is a
18 material change in the scope of services; or, there is a material change in the equipment to be
19 used in the performance of the scope of or, the term of this Agreement, including any
20 extensions thereof, exceeds three (3) years, the COUNTY reserves the right to adjust the types
21 of insurance required under this Agreement and the monetary limits of liability for the
22 insurance coverage's currently required herein, if; in the County Risk Manager's reasonable
23 judgment, the amount or type of insurance carried by the SUBRECIPIENT has become
24 inadequate.

25 (vi). SUBRECIPIENT shall pass down the insurance obligations contained
26 herein to all tiers of subcontractors working under this Agreement.

27 (vii). The insurance requirements contained in this Agreement may be met with

1 a program(s) of self-insurance acceptable to the COUNTY.

2 (viii). SUBRECIPIENT agrees to notify COUNTY of any claim by a third party
3 or any incident or event that may give rise to a claim arising from the performance of this
4 Agreement.

5 14. FEDERAL REQUIREMENTS. SUBRECIPIENT shall comply with the
6 applicable regulations found in the Uniform Administrative Requirements, Cost Principles,
7 and Audit Requirements for Federal Awards (2 CFR Part 200), the Act, the Final Rule and 31
8 CFR Part 35 (defined above as the "ARPA Rules"). SUBRECIPIENT shall pass down all
9 applicable regulations found in the ARPA Rules and 2 CFR Part 200 to all tiers of
10 subcontractors, consultants, and subconsultants working under this Agreement.

11 15. PROGRAM INCOME. COUNTY may approve, at its sole and discretion, any
12 request from SUBRECIPIENT to retain program income pursuant to 2 CFR Section 200.307.

13 16. INDEPENDENT CAPACITY. The SUBRECIPIENT is, for purposes relating to
14 this Agreement, an independent contractor and shall not be deemed an employee, officer, or
15 agent of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT
16 (including its employees, agents and subcontractor's) shall in no event be entitled to any
17 benefits to which the COUNTY employees are entitled, including but not limited to overtime,
18 any retirement benefits, worker's compensation benefits, and injury leave or other leave
19 benefits. There shall be no employer-employee relationship between the parties; and the
20 SUBRECIPIENT shall hold the COUNTY harmless from any and all claims that may be made
21 against the COUNTY based upon any contention by a third party that an employer-employee
22 relationship exists by reason of this Agreement. It is further understood and agreed by the
23 Parties that the SUBRECIPIENT in the performance of this Agreement is subject to the control
24 or direction of the COUNTY merely as to the results to be accomplished and not as to the
25 means and methods for accomplishing the results.

26 17. NONDISCRIMINATION. SUBRECIPIENT agrees to abide by and include in
27 any subcontracts, subgrants, contracts, loans, or cooperative agreements to perform work under

1 this Agreement, the following clause:

2 "During the performance of this Agreement SUBRECIPIENT and its subcontractors
3 shall not unlawfully discriminate against any employee or applicant for employment
4 because of race, religion, color, national origin, ancestry, physical disability, medical
5 condition, marital status, age (over 40) or sex. SUBRECIPIENT and subcontractors shall
6 insure that the evaluation and treatment of their employees and applicants for
7 employment are free of such discrimination. SUBRECIPIENT and subcontractors shall
8 comply with the provisions of the Fair Employment and Housing Act (California
9 Government Code Section 12900 et seq.). The applicable regulations of the Fair
10 Employment and Housing Commission implementing California Government Code
11 Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the California
12 Administrative Code are incorporated into this Agreement by reference and made a part
13 hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written
14 notice of their obligations under this clause to labor organizations with which they have
15 a collective bargaining or other agreement."

16 18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

17 a. SUBRECIPIENT and its assigns, employees, officers, agents,
18 consultants, officers, subcontractors and appointed officials shall become familiar with and
19 shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit
20 Requirements for Federal Awards (2 CFR Part 200).

21 b. The Subrecipient shall maintain a written code or standards of conduct
22 that shall govern the performance of its officers, employees or agents engaged in the award
23 and administration of contracts supported by Federal funds.

24 c. No employee, officer or agent of the Subrecipient shall participate in the
25 selection, or in the award, or administration of, a contract supported by Federal funds if a
26 conflict of interest, real or apparent, would be involved.

27 d. No covered persons who exercise or have exercised any functions or

1 responsibilities with respect to the assisted activities, or who are in a position to participate in
2 a decision-making process or gain inside information with regard to such activities, may obtain
3 a financial interest in any contract, or have a financial interest in any contract, subcontract, or
4 agreement with respect to activities assisted with the Riverside County Contribution of the
5 RCNAF, or with respect to the proceeds from activities assisted with Riverside County
6 Contribution of the RCNAF funding, either for themselves or those with whom they have
7 business or immediate family ties, during their tenure or for a period of one (1) year thereafter.
8 For purposes of this paragraph, a “covered person” includes any person who is an employee,
9 agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or
10 any designated public agency.

11 e. SUBRECIPIENT understands and agrees that no waiver or exception can
12 be granted to the prohibition against conflict of interest except upon written approval of
13 COUNTY.

14 f. Prior to any funding under this Agreement, SUBRECIPIENT shall
15 provide COUNTY with a list of all employees, agents, consultants, officers and elected and
16 appointed officials who are in a position to participate in a decision-making process, exercise
17 any functions or responsibilities, or gain inside information with respect the RCNAF activities
18 funded under this Agreement. SUBRECIPIENT shall also promptly disclose to COUNTY any
19 potential conflict, including even the appearance of conflict, that may arise with respect to the
20 RCNAF activities funded under this Agreement.

21 g. Any violation of this section shall be deemed a material breach of this
22 Agreement, and the Agreement shall be immediately terminated by the COUNTY.

23 19. LOBBYING. The SUBRECIPIENT certifies to the best of its knowledge and
24 belief, that:

25 a. No federally appropriated funds have been paid or will be paid, by or on
26 behalf of the undersigned, to any person for influencing or attempting to influence an officer
27 or employee of any agency, a member of Congress, an officer or employee of Congress, or an

1 employee of a member of Congress in connection with the awarding of any federal contract,
2 the making of any federal grant, the making of any federal loan, the entering into of any
3 cooperative agreement, and the extension, continuation, renewal, amendment, or modification
4 of any federal contract, grant, loan, or cooperative agreement.

5 b. If any funds other than federally appropriated funds have been paid or will
6 be paid to any person for influencing or attempting to influence an officer to employee of any
7 agency, a member of Congress, an officer or employee of Congress, or an employee of a
8 member of Congress in connection with this federal contract, grant, loan, or cooperative
9 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form
10 to Report Lobbying," in accordance with its instructions.

11 c. The undersigned shall require that the language of this certification be
12 included in the award documents for all subawards at all tiers (including subcontracts,
13 subgrants, and contracts under grants, loans, and cooperative agreements) and that all
14 Subrecipients shall certify and disclose accordingly. This certification is a material
15 representation of fact upon which reliance was placed when this transaction was made or
16 entered into.

17 20. TERMINATION.

18 a. SUBRECIPIENT. SUBRECIPIENT may not terminate this Agreement
19 except upon express written consent of COUNTY, pursuant to 2 CFR Section 200.339 (a)(4).

20 b. COUNTY. Notwithstanding the provisions of Paragraph 20a, COUNTY
21 may suspend or terminate this Agreement upon written notice to SUBRECIPIENT of the action
22 being taken and the reason for such actions including but not limited to the following reasons:

23 (1) In the event SUBRECIPIENT fails to perform the covenants
24 herein contained at such times and in such manner as provided in this Agreement; or

25 (2) In the event there is a conflict with any federal, state or local law,
26 ordinance, regulation or rule rendering any of the provisions of this Agreement invalid or
27 untenable; or

1 (3) In the event the Treasury Department's SLFRF funding is
2 terminated or otherwise becomes unavailable.

3 (4) If by **June 30, 2024**, SUBRECIPIENT does not expend the funds
4 as an Eligible Use as defined under the ARPA Rules within the COUNTY's sole and absolute
5 determination, this Agreement shall self-terminate and any SLFRF funds drawn shall be
6 returned within thirty (30) calendar days. Upon such termination, this Agreement shall become
7 null and void, except for the provisions that survive the termination if this Agreement.

8 c. This Agreement may be terminated and/or funding suspended, in whole
9 or in part, for cause in accordance with the Uniform Administrative Requirements, Cost
10 Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall
11 be based on the failure of the SUBRECIPIENT to materially comply with either the terms or
12 conditions of this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to
13 incur any costs related thereto, or connected with, any area of conflict from which the
14 COUNTY has determined that suspension of funds is necessary.

15 d. Upon expiration of this Agreement, the SUBRECIPIENT shall transfer to
16 the COUNTY any Riverside County Contribution on hand at the time of expiration of the
17 Agreement as well as any accounts receivable held by SUBRECIPIENT which are attributable
18 to the use of Riverside County Contribution awarded pursuant to this Agreement.

19 21. PUBLICITY. Any publicity generated by SUBRECIPIENT for the project
20 funded pursuant to this Agreement, during the term of this Agreement, will make reference to
21 the RCNAF.

22 22. PROGRAM MONITORING AND EVALUATION. SUBRECIPIENT shall be
23 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions
24 of this Agreement and the effective and efficient achievement of the goals of the RCNAF, as
25 set forth in **Exhibit A**, and in compliance with the ARPA Rules. SUBRECIPIENT shall be
26 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions
27 of this Agreement and ARPA Rules. Monthly reports shall be due on the twentieth (20th) day

1 of each third month. The quarterly written reports shall include, but shall not be limited to, the
2 following data elements:

3 a. SUBRECIPIENT shall complete and maintain detailed records for every
4 nonprofit organization applying for and receiving as well as nonprofit organizations applying
5 for but not receiving RCNAF and shall submit all records to COUNTY upon request within
6 five (5) business days.

7 b. SUBRECIPIENT shall maintain and submit to the COUNTY detailed records
8 of every expense incurred in carrying out and implementing the RCNAF program and shall
9 submit to the COUNTY upon request within five (5) business days.

10 c. SUBRECIPIENT shall submit to the COUNTY by the 20th of each month a
11 summary of all outreach and marketing efforts performed by nonprofit organizations during
12 the previous month. Electronic records may be accepted with prior written approval from the
13 COUNTY.

14 23. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits
15 hereto constitutes the entire Agreement of the parties with respect to its subject matter and
16 supersedes all prior and contemporaneous representations, proposals, discussions and
17 communications, whether oral or in writing. No oral understanding or agreement not
18 incorporated herein shall be binding on any of the parties hereto. Each of the attachments and
19 exhibits attached hereto is incorporated herein by this reference.

20 24. SEVERABILITY. Each paragraph and provision of this Agreement is severable
21 from each other provision, and if any provision or part thereof is declared invalid, the
22 remaining provisions shall nevertheless remain in full force and effect.

23 25. MINISTERIAL ACTS. The Director of the COUNTY's Department of Housing
24 Workforce Solutions ("HWS") or designee(s) are authorized to take such ministerial actions
25 as may be necessary or appropriate to implement the terms, provisions, and conditions of this
26 Agreement as it may be amended from time to time by COUNTY. SUBRECIPIENT certifies
27 that it has familiarized itself with the ARPA Rules.

1 26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of
2 funding pursuant to this Agreement is the American Rescue Plan Act of 2021 (H.R. 1319).

3 27. ASSIGNMENT. The SUBRECIPIENT shall not make any assignment or transfer
4 in any other form with respect to this Agreement, without prior written approval of the
5 COUNTY.

6 28. INTERPRETATION AND GOVERNING LAW. This Agreement and any
7 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of
8 the State of California. This Agreement shall be construed as a whole according to its fair
9 language and common meaning to achieve the objectives and purposes of the parties hereto,
10 and the rule of construction to the effect that ambiguities are to be resolved against the drafting
11 party shall not be employed in interpreting this Agreement, all parties having been represented
12 by counsel in the negotiation and preparation hereof.

13 29. WAIVER. Failure by a party to insist upon the strict performance of any of the
14 provisions of this Agreement by the other party, or the failure by a party to exercise its rights
15 upon the default of the other party, shall not constitute a waiver of such party's right to insist
16 and demand strict compliance by the other party with the terms of this Agreement thereafter.

17 30. JURISDICTION AND VENUE. Any action at law or in equity arising under this
18 Agreement or brought by a party hereto for the purpose of enforcing, construing or determining
19 the validity of any provision of this Agreement shall be filed only in the Superior Court of the
20 State of California, located in Riverside, California, and the parties hereto waive all provisions
21 of law providing for the filing, removal or change of venue to any other court or jurisdiction.

22 31. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
23 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that
24 they have the authority to execute this Agreement and warrant and represent that they have the
25 authority to bind the respective parties to this Agreement to the performance of its obligations
26 hereunder.

27 32. EFFECTIVE DATE. The effective date of this Agreement is the date the parties

1 sign the Agreement (the "Effective Date"). If the parties sign the Agreement on more than one
2 date, then the last date the Agreement is signed by a party shall be the Effective Date.

3 33. COUNTERPARTS. This Agreement may be signed by the different parties
4 hereto in counterparts, each of which shall be an original but all of which together shall constitute
5 one and the same agreement.

6 34. FORCE MAJEURE.

7 a. Performance by either party hereunder shall not be deemed to be in default where
8 delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires,
9 casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight
10 embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually
11 severe weather, inability to secure necessary labor, material or tools, delays of any contractor,
12 sub-contractor or supplier, acts of the other party, acts or failure to act of a public or
13 governmental agency or entity, or any causes beyond the control or without the fault of the party
14 claiming an extension of time to perform.

15 b. An extension of time for any such cause (a "Force Majeure Delay") shall be for
16 the period of the enforced delay and shall commence to run from the time of the commencement
17 of the cause, if notice by the party claiming such extension is sent to the other party within thirty
18 (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the
19 foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until
20 the party claiming such delay and interference delivers to the other party written notice
21 describing the event, its cause, when and how such party obtained knowledge, the date the event
22 commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure
23 Delay shall deliver such written notice within thirty (30) calendar days after it obtains
24 knowledge of the event.

25 35. BINDING ON SUCCESSORS. SUBRECIPIENT, its heirs, assigns and
26 successors in interest, shall be bound by all the provisions contained in this Agreement, and all
27 of the parties thereto shall be jointly and severally liable hereunder.

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36. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended only by a writing signed by the duly authorized and empowered representatives of COUNTY and SUBRECIPIENT, respectively.

(SIGNATURES ON THE NEXT PAGE)

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

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

REGIONAL ACCESS PROJECT FOUNDATION,
a California nonprofit public benefit corporation

BY: form - do not sign

BY: form - do not sign

Name: Heidi Marshall
Title: Director HWS

Name: Leticia De Lara
Title: Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

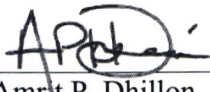
By: 
Amrit P. Dhillon
Deputy County Counsel

EXHIBIT A
RIVERSIDE COUNTY CONTRIBUTION
TO THE RIVERSIDE COUNTY NONPROFIT ASSISTANCE FUND
SUBRECIPIENT'S AGREEMENT SCOPE OF WORK

I. GENERAL INFORMATION

SUBRECIPIENT NAME: Regional Access Project Foundation **EIN #:** 33-0547453

ADDRESS: 41550 Eclectic Street
Palm Desert, CA 92211

PROGRAM CONTACTS:

CEO: Leticia De Lara

PHONE: (760) 674-9992

E-MAIL: LDeLara@rapfoundation.org

PROJECT FUNDING SUMMARY: \$1,301,778.40

II. SCOPE OF SERVICE

A. Description of Services

1. The Subrecipient shall provide individualized technical assistance to RCNAF grant recipients. Technical assistance shall address operational, fiscal, and programmatic capacities. The Subrecipient shall work with the County to establish criteria for funding, to develop the grant program parameters, and shall confer with the County prior to application solicitation or award distribution. The County reserves the right to amend or restrict funding criteria.

Furthermore, the Subrecipient will serve as the administrator of the fund and will be responsible for:

- a) Determining eligibility of agencies through the competitive process pursuant to the Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule U.S. Department of the Treasury.
- b) Provision and coordination of technical assistance to stabilize financially impacted agencies.
- c) Collection and reporting or programmatic data pursuant to reporting requirements and timelines in the **Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds, incorporated herein as Attachment B:**

Quarterly Project and Expenditure Report Timeline

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 – 4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	April 30, 2027

Annual Project and Expenditure Report timeline

Report	Period Covered	Due Date
1	March 3, 2021 – March 31, 2022	April 30, 2022
2	April 1, 2022 – March 31, 2023	April 30, 2023
3	April 1, 2023 – March 31, 2024	April 30, 2024
4	April 1, 2024 – March 31, 2025	April 30, 2025
5	April 1, 2025 – March 31, 2026	April 30, 2026
6	April 1, 2026 – December 31, 2026	April 30, 2027

- d) Work with COUNTY to create the grant application for Direct Financial Support and Assistance grants and Programmatic grants.
- e) Obtain and process all required eligibility documents for individual applicants, issue grant checks/deposits, obtain and collect program related documents for grant awardees and obtain and process closeout records. A final comprehensive report will be produced by the Subrecipient at the program close and presented to the Board of Supervisors.
- f) Provide list of all applicants, funding recommendations, and outreach efforts to HWS on or before the 20th of each month for the duration of the Agreement to detail program progress and reach. Conduct extensive outreach and engagement with the nonprofit sector to raise awareness for the fund.
- g) Serve eligible nonprofit organizations technical assistance support, with \$881,000 (\$1,301,778.40 including administration costs) in American Rescue Plan Act funding, distributed across all five (5) Supervisorial Districts. Geographic distribution shall be based on the location and service area of the nonprofit organization. Grant awards will be equitably distributed among all five (5) Riverside County Supervisorial Districts.

- 1 h) Have a minimum of five (5) years of prior experience with grant making, and strong
2 local relationships. Subrecipient warrants it has a minimum of ten (10) years of
3 experience in the nonprofit sector.
- 4 i) Subrecipient may partner with other nonprofit agencies to perform specific
5 functions (e.g., technical assistance, training, engagement, advertising, marketing,
6 etc.) under this program but may not subcontract the administrative and fiscal
7 responsibilities associated with the program. Plans to subcontract any part of this
8 program must be detailed in the agency's proposal response.

7 **B. FUNDING ROUNDS**

8 **ROUND I** – Online applications for direct financial support and assistance through
9 Inland Southern California United Way (ISCUW) and programmatic grants through
10 Inland Empire Community Foundation (IECF) will open sixty (60) days from contract
11 execution. Subrecipient shall begin making grant payments within thirty (30) days of
12 award notification. Any delays in payment must be communicated in writing to the
13 County and must receive prior written approval from the County. Technical assistance
14 will be an option on all grant applications. Technical Assistance subrecipient
15 agreements shall begin at the time of contract execution.

13 **ROUND II** – Direct financial support and assistance through ISCUW and
14 programmatic funding through IECF will open for applications in September of 2023.
15 Technical assistance will continue for the first round awardees, if applicable, and begin
16 services for the second round.

16 **SUBSEQUENT ROUNDS IN 2024** – will be scheduled similarly for remaining funds.
17 Technical assistance will continue for the first and second round awardees, if
18 applicable, and begin services for the subsequent rounds.

EXHIBIT B
PAYMENT PROVISIONS

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$1,301,778.40. Said funds shall be spent according to the line-item budget below:

BUDGET CATEGORY	COST
Technical Assistance	\$1,097,250.00
Administrative Expenses	\$204,528.00
TOTAL	\$1,301,778.00

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. COUNTY shall pay SUBRECIPIENT one initial lump sum in the amount of 25% of the total Agreement amount (\$325,444.60) within thirty (30) days of execution of Agreement. The remaining amount (\$976,333.80) will be paid in three (3) increments of 25% (\$325,444.60) at the start of each RFP funding round thereafter. COUNTY may delay payment if the required supporting documentation, as set forth in Attachment I, attached hereto and incorporated herein by this reference, is not provided or other requirements are not met. SUBRECIPIENT shall also submit the following documents by the 20th of each month to the COUNTY:
- 1) A summary of all outreach and marketing efforts performed by nonprofits during the previous month
- b. All supporting documentation must be submitted on a monthly basis no later than twenty (20) days after the end of each month in which the funds were awarded.

A.3 INELIGIBLE COSTS

- a. Funding cannot be used for lobbying or fundraising efforts.
- b. No payments for debt service and replenishments of rainy-day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act or the Uniform Guidance (2 CFR 200) conflicts of interest requirements, and other federal, state, and local laws and regulations pursuant to the ARPA Rules.
- c. No satisfaction of settlements and judgments. Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are eligible use the RCNAF may be used for those costs pursuant to the ARPA Rules.
- d. Funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act (e.g., uses of funds that U.S. DEPARTMENT OF TREASURY Coronavirus State & Local Fiscal Recovery Funds: Overviews of the Final Rule U.S. Department of the Treasury undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of the program requirements, may also apply (e.g.,

laws around procurement, contracting, conflicts-of-interest, environmental standards, or
civil rights).

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COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From: _____
Remit to Name

Remit to Address

City State Zip Code

Contract Number

Total amount requested: \$ _____ for the period of _____

Select Payment Type(s) Below:

Advance Payment \$ _____ (If allowed by Contract/Grant)
 Actual Payment \$ _____ (reimbursement of actual program costs)

Expense Category List each line item as outlined in Contract budget	Current Expenditures

\$0.00

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

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

Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order# (10) Invoice #

Amount Authorized

If amount authorized is different from amount request, please
see attached claim recap for adjustments.

Program Date

Fiscal Date

HOUSING AND WORKFORCE SOLUTIONS FORMS INSTRUCTIONS

1
2 Mailing Instructions: When completed, these forms will summarize all of your claims for
3 payment. Your Claims Packet will include 2076A, invoices payroll verification, and copies of
4 canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and
5 other back-up documentation needed to comply with Contract/MOU.

6 Mail Claims Packet to address shown on upper left corner of the Subrecipient Payment Request
7 Form (2076A).

8 [see method, time, and schedule/condition of payments).
9 (Please type or print information on all Forms.)

10 2076A

SUBRECIPIENT PAYMENT REQUEST

11 "Remit to Name"

12 The legal name of your agency.

13 "Address"

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

16 "SUBRECIPIENT Name"

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

18 "Contract Number"

19 Can be found on the first page of your contract.

20 "Amount Requested"

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

22 "Payment Type"

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

25 "Any questions regarding..."

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

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

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

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