

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



**ITEM: 3.39**  
(ID # 25282)

**MEETING DATE:**  
Tuesday, August 27, 2024

**FROM :** HOUSING AND WORKFORCE SOLUTIONS

**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS (HWS): Ratify and Amend the Line-Item Budget for Technical Assistance and Support for the Riverside County Nonprofit Assistance Fund (RCNAF) for Subrecipient Agreement No. HWS-0004861 with Regional Access Project Foundation (RAP) to Correct the Line-Item Budget for Technical Assistance and Support for a Period beginning May 2, 2023 through December 31, 2024; All Districts. [\$1,301,778 - 100% Federal ARPA Funds]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and amend the line-item budget for technical assistance and support for the Riverside County Nonprofit Assistance Fund (RCNAF) consistent with Subrecipient Agreement No. HWS-0004861 with Regional Access Project Foundation (RAP) for a period of performance beginning May 2, 2023, through December 31, 2024, which was previously approved on May 2, 2023 (Minute Order 3.20); and
2. Authorize the Director of HWS, or their designee, to administer all actions necessary related to the administration of the attached Subrecipient Agreement No. HWS-0004861.

**ACTION:Policy**

  
Heidi Marshall, Director 7/9/2024

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: August 27, 2024  
xc: HWS

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$284,422	\$ 0	\$1,301,778	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% - American Rescue Plan Act (ARPA) Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24-24/25	

**C.E.O. RECOMMENDATION:** Approve

On May 2, 2023 (Minute Order 3.20) the Board of Supervisors approved and HWS subsequently entered into agreements with three nonprofit organizations establishing them as administrators of the ARPA Riverside County Nonprofit Assistance Fund (RCNAF). Inland Southern California United Way (ISCUW), Inland Empire Community Foundation (IECF), and Regional Access Project Foundation (RAP) were selected as the subrecipients. ISCUW agreed to administer grants for the Direct Financial Support and Assistance category. IECF agreed to administer grants for the Programmatic funding category. RAP agreed to administer Technical Assistance (TA) and support to nonprofit recipients of RCNAF grants.

The original staff report summary included the following budget breakdown for Regional Access Project Foundation (RAP) which was incorrect:

<b>Activity</b>	<b>Previous Budget</b> (Approved 05/02/2023; 3.20)
Technical Assistance	\$1,097,250.00
Administrative Expenses (including Capacity Building assistance)	\$204,528.40
<b>Total</b>	<b>\$1,301,778.40</b>

The correct budget breakdown should have been the following which was reflected in the Subrecipient Agreement No. HWS-0004861 which was included in the items approved by the Board on May 23, 2023:

<b>Activity</b>	<b>New Budget</b> (Reprogrammed)
Technical Assistance	\$881,000.00
Administrative Expenses (including Capacity Building assistance)	\$420,778.40
<b>Total</b>	<b>\$1,301,778.40</b>

This action serves to ensure that the budget breakdown included in the Form 11 and the corresponding Subrecipient Agreement match. No changes are being proposed in how the

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

funds are being utilized. The Subrecipient Agreement and the amendment are included for reference purposes only.

**Impact on Citizens and Businesses**

The proposed technical assistance program will continue to utilize American Rescue Plan Act funding to assist the nonprofits within the County of Riverside in creating a long-term plan of sustainability to best address 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.

**Additional Fiscal Information**

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

Funding has previously been disbursed to the Regional Access Project Foundation (RAP) in FY 23/24 and will be disbursed in FY 24/25 as detailed below:

<b>Activity</b>	<b>FY 23/24</b>	<b>FY 24/25</b>
Technical Assistance	\$881,000.00	\$0.00
Administrative Expenses (including Capacity Building assistance)	\$136,356.38	\$284,422.02
<b>Total</b>	<b>\$1,017,356.38</b>	<b>\$284,422.02</b>

**Attachments:**

1. Agreement No. HWS-0004861 between Regional Access Project and the County of Riverside (for reference purposes only)
2. Amendment No. 1 with Regional Access Project and the County of Riverside (for reference purposes only)

Prev.Agn.Ref.: (04/27/2021; 3.5)  
(10/19/2021; 3.5)  
(07/26/2022; 3.20)  
(05/02/2023; 3.20)

  
Erianna Lontajo, Principal Management Analyst 8/16/2024

  
Aaron Gettis, Chief of Deputy County Counsel 8/8/2024

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

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

16                                   RECITALS

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

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

22           WHEREAS, on March 11, 2021, to address the negative economic impacts of the  
23   COVID-19 pandemic, President Joseph R. Biden signed into law the Act, and on January 6,  
24   2022, the Treasury Department adopted a Final Rule implementing the SLFRF; and

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

27           WHEREAS, the Act, the regulations promulgated thereunder in 31 CFR Part 35, and the  
28   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 **September 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

1 COUNTY to proceed.

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

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

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

25 8. PAYMENT OF FUNDS. COUNTY shall pay SUBRECIPIENT for services  
 26 performed in accordance with the terms of **Exhibit B, Payment Provisions**, which is attached  
 27 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 **September 30, 2024** ("Expenditure Deadline"). Any ARPA funds paid to SUBRECIPIENT,  
6 but not expended pursuant to this Agreement by **September 30, 2024** shall be returned to  
7 COUNTY within five (5) business days. In the event this Agreement is terminated prior to  
8 **September 30, 2024**, any funds paid to SUBRECIPIENT, but not expended prior to the date  
9 of termination, shall be returned to COUNTY within five (5) business days of the notice of  
10 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. In accordance with the Compliance and Reporting  
17 Guidance for State and local Fiscal Recovery Funds § E.2, said records shall be retained for a  
18 period of five (5) years from the date that the activity or program funded with the Riverside  
19 County Contribution to the RCNAF is closed out by the COUNTY and reported as complete  
20 to the Board of Supervisors. Exceptions to the five (5) year retention period requirement,  
21 pursuant to 2 CFR 200.333 include the following:

22 1. if any litigation, claim, or audit is started prior to the expiration of  
23 the five (5) period;

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

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



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

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

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

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

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

- 6 b. Executive Order 11063, as amended by Executive Order 12259, and implementing  
7 regulations at 24 CFR Part 107;
- 8 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and  
9 implementing regulations;
- 10 d. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing  
11 regulations;
- 12 e. The regulations, policies, guidelines and requirements of the Uniform Administrative  
13 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part  
14 200) as they relate to the acceptance and use of federal funds under the federally-assigned  
15 program;
- 16 f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations  
17 issued at 24 CFR Part 1;
- 18 g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended; and
- 19 h. *Rights to Data and Copyrights*: SUBRECIPIENT agree to comply with all applicable  
20 provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-  
21 3, Federal Acquisition Regulations (FAR).
- 22 i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*) (42 U.S.C.A.  
23 7401 et seq.) and the *Federal Water Pollution Control Act* (33 U.S.C.A. Section 1251 et  
24 seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall  
25 contain a provision that requires the recipient to agree to comply with all applicable  
26 standards, orders or regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401  
27 et seq.) and the *Federal Water Pollution Control Act* as amended (33 U.S.C.A. Section

1 1251 *et seq.*) Violations shall be reported to HUD and the Regional Office of the  
2 Environmental Protection Agency (EPA).

3 J. *Byrd Anti-Lobbying Certification (31 US.CA. 1352)*: The language of the certification  
4 set forth below shall be required in all contracts or subcontracts entered into in connection  
5 with this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly.

6 This certification is a material representation of fact upon which reliance was placed  
7 when this transaction was made or entered into. Submission of this certification is a  
8 prerequisite for making or entering into this transaction imposed by. Section 1352, Title  
9 31, U.S. code. Any person who fails to file the required certification shall be subject to a  
10 civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

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

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

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

25 k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No contract  
26 shall be made to parties listed on the General Services Administration's List of Parties  
27 Excluded from Federal Procurement or Nonprocurement Programs in accordance with

1 E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR Part 2424.  
2 This list contains the names of parties debarred, suspended, or otherwise excluded by  
3 agencies, and contractors declared ineligible under statutory or regulatory authority other  
4 than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall  
5 provide the required certification regarding its exclusion status and that of its principal  
6 employees.

7 1. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (41 U.S.C.A.  
8 Section 8101-8103) requires grantees (including individuals) of federal agencies, as a  
9 prior condition of being awarded a grant, to certify that they will provide drug-free  
10 workplaces. Each potential recipient must certify that it will comply with drug-free  
11 workplace requirements in accordance with the Act and with HUD's rules at 2 CFR Part  
12 2424.

13 m. *Access to Records and Records Retention:* The SUBRECIPIENT or Contractor, and any  
14 subconsultants or subcontractors, shall allow all duly authorized Federal, State, and/or  
15 County officials or authorized representatives access to the work area, as well as all  
16 books, documents, applications for assistance, materials, papers, and records of the  
17 SUBRECIPIENT or Contractor, and any subconsultants or subcontractors, that are  
18 directly pertinent to a specific program for the purpose of making audits, examinations,  
19 excerpts, and transcriptions. The SUBRECIPIENT or Contractor, and any subconsultants  
20 or subcontractors, further agree to maintain and keep such books, documents,  
21 applications for assistance, materials, papers, and records, on a current basis, recording  
22 all transactions pertaining to this agreement in a form in accordance with generally  
23 acceptable accounting principles. All such books and records shall be retained for such  
24 periods of time as required by law, provided, however, notwithstanding any shorter  
25 periods of retention, all books, records, and supporting detail shall be retained for a period  
26 of at least five (5) years after the expiration of the term of this Agreement.

27 n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress of the

1 United States, and no Resident Commissioner shall be admitted to any share or part of  
2 this agreement or to any benefit to arise from the same.

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

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

10 11. RESERVED.

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

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

1 SUBRECIPIENT'S indemnification to COUNTY as set forth herein.

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

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

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

13 a. Workers' Compensation:

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

20 b. Commercial General Liability:

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



1 occurrence limit.

2 c. Vehicle Liability:

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

9 d. General Insurance Provisions - All lines:

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

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

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

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

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

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

27 (vi). SUBRECIPIENT shall pass down the insurance obligations contained

1 herein to all tiers of subcontractors working under this Agreement.

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

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

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

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

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

1           17.    NONDISCRIMINATION. SUBRECIPIENT agrees to abide by and include in  
2 any subcontracts, subgrants, contracts, loans, or cooperative agreements to perform work under  
3 this Agreement, the following clause:

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

18           18.    PROHIBITION AGAINST CONFLICTS OF INTEREST.

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

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

26           c.       No employee, officer or agent of the Subrecipient shall participate in the  
27 selection, or in the award, or administration of, a contract supported by Federal funds if a

1 conflict of interest, real or apparent, would be involved.

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

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

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

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

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

27 a. No federally appropriated funds have been paid or will be paid, by or on

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

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

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

19 20. TERMINATION.

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

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

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

27 (2) In the event there is a conflict with any federal, state or local law,

1 ordinance, regulation or rule rendering any of the provisions of this Agreement invalid or  
2 untenable; or

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

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

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

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

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

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



1 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions  
2 of this Agreement and ARPA Rules.. The quarterly written reports shall include, but shall not  
3 be limited to, the 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, including denied applications and incomplete applications, and  
7 shall submit all records to COUNTY upon request within 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 on the first business day  
12 following the end of each calendar quarter marketing materials (e.g., sign-in sheets, pamphlets,  
13 brochures, etc.) 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 Workforce Solutions ("HWS") or designee(s) are authorized to take such ministerial actions  
27 as may be necessary or appropriate to implement the terms, provisions, and conditions of this

1 Agreement as it may be amended from time to time by CpUNTY. SUBRECIPIENT certifies  
2 that it has familiarized itself with the ARPA Rules.

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

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. WAIYER. 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

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

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

6  
7 (SIGNATURES ON THE NEXT PAGE)  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

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

REGIONAL ACCESS PROJECT FOUNDATION,  
a California nonprofit public benefit corporation

6 BY: Heidi Marshall

BY: Leticia De Lara

7 Name: Heidi Marshall  
8 Title: Director HWS

Name: Leticia De Lara  
Title: Chief Executive Officer

9 Date: 11/1/2011

10 Date: 11/1/2011

11 APPROVED AS TO FORM:  
12 Minh C. Tran  
13 County Counsel

14 **By:** \_\_\_\_\_  
15 Amrit Poon  
16 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](mailto: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 Department of Housing and Workforce Solutions ("HWS") to establish criteria for funding, to develop the grant program parameters, and shall confer with HWS prior to application solicitation or technical assistance distribution. HWS 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. Eligible organizations must be exempt from Federal income taxation as described in section 501(c)(3) or 501(c)(19). SLFRF funds may only be used for costs incurred within a specific time period, beginning March 3 2021.
- b) Provision and coordination of technical assistance to stabilize financially impacted agencies.

c) Collection and reporting of programmatic data pursuant to reporting requirement 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			22
3	2022		e30	22
4	2022		ber30	0 1, 2022
5	2022		mber31	Ja 31, 2023
6	2023		rch 31	A 0 2023
7	2023		e30	J 1 2023
8	2023		ber30	October 31 2023
9	2023	4	mber 31	Ja 31, 2024
10	2024	1	rch 31	A 0, 2024
11	2024	2	e30	J 1. 2024
12	2024	3		Oct 1 2024
13	2024	4		Ja 1 2025
14	2025	1	arch 31	A 2025
15	2025	2	e30	J 2025
16	2025	3	ber30	0 1, 2025
17	2025	4		Ja 1 2026
18	2026	1	arch 31	A 30, 2026
19	2026	2	e30	J 31, 2026
20	2026	3	ber30	October 31, 2026
21	2026	4	Octo ber 31	A ril30, 2027

**Table 5 Recovery Plan Timeline**

Annual Report	Period Covered	Due Date
1	Award Date - July 31, 2021	August 31, 2021 or 60 days after receiving funding
2	July 1 2021 - June 30, 2022	July 31, 2022

COI'OMYirus St.-andl.oc.a hnds  
tanc!Rtpooog  
34

U.S. DEPARTMENT OF THE TREASURY

Annual Report	Penod Covered	Due Date
3	July 1, 2022- June 30, 2023	July 31, 2023
4	July 1 2023-June 30 2024	JuJv31 2024
5	July 1, 2024- J 30, 2025	Jot, 31, 2025
6	JU11 2025 - June30 2026	JUN31 2026
7	July1, 2026-December 31, 2026	.April 30, 2027

Reporting shall begin upon full execution of the Agreement. Subrecipient is not responsible for reporting prior to the commencement of the Project. The following information for each contract, grant, transfer, or direct payment is due on the first business day following the end of each calendar quarter, and the first business day following the end of each fiscal year:



1. Grantees' identifying and demographic information (e.g., UEI TIN number and location)
  2. Award number (e.g., award number, contract number)
  3. Award date, type, amount, and description
  4. Award payment method
  5. Primary place of performance
  6. Related project name(s)
  7. Related project identification numbers(s) (created by the recipient)
  8. Period of performance start date
  9. Period of performance end date
  10. Quarterly obligation amount
  11. Quarterly expenditure amount
  12. Awardees' quarterly expenditure reports
  13. Project(s)
  14. Additional programmatic indicators for select expenditure categories.
- d) Work with HWS to create the grant application for Direct Financial Support an 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 gran awardees and obtain and process closeout records. A final comprehensive repor will be produced and electronically submitted to HWS by the Subrecipient by th thirtieth (30<sup>th</sup>) day after the program close to be presented to the Board o Supervisors by HWS.
- f) Conduct extensive outreach and engagement with the nonprofit sector to rais awareness for the fund. Outreach and engagement efforts must be submitted wi the quarterly report.
- g) Serve eligible nonprofit organizations technical assistance support, with \$881,00 (\$1,301,778.40 including administration costs) in American Rescue Plan Ac funding, distributed across all five (5) Supervisorial Districts. Geographi distribution shall be based on the location and service area of the nonprofi organization. Grant awards will be equally distributed among all five (5) Riversid County Supervisorial Districts.
- h) Have a minimum of five (5) years of prior experience with grant making, and stron local relationships. Subrecipient warrants it has a minimum of ten (10) years o experience in the nonprofit sector.
- i) SUBRECIPIENT shall obtain and/or maintain a Unique Entity ID number (UE number) through the System for Award Management (SAM.gov).

1 j) Subrecipient may partner with other nonprofit agencies to perform specific  
2 functions (e.g., technical assistance, training, engagement, advertising, marketing  
3 etc.) under this program but may not subcontract the administrative and fiscal  
4 responsibilities associated with the program. Plans to subcontract any part of the  
5 program must be detailed in the agency's proposal response.

6 k) SUBRECIPIENT shall begin offering technical assistance to nonprofit  
7 organizations on or around June 1, 2023. The cycle date may be extended beyond  
8 the date established above by mutual, written agreement of the Parties. The  
9 extension request may be made via email.

10 **B. FUNDING ROUNDS**

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

19 **ROUND II** - A second funding round may open based on the number of applications  
20 received. If necessary, direct financial support and assistance through ISCUW and  
21 programmatic funding through IECF will open for applications in September of 2023.  
22 Technical assistance shall continue for the first round awardees, if applicable, and begin  
23 services for the second round.

24 **SUBSEQUENT ROUNDS IN 2024** - will be scheduled similarly for remaining funds.  
25 Technical assistance shall continue for the first and second round awardees, if  
26 applicable, and begin services for the subsequent rounds.

27 **C. TECHNICAL ASSISTANCE**

RAP shall provide Technical Assistance to Direct Financial Support and Assistance  
and/or Programmatic Grant applicants and recipients of the RCNAF funds.  
Technical Assistance will be provided for the following categories:

- a. Grant Writing Workshops/Cohorts: at least 30 nonprofits per Riverside County Supervisorial District (150 nonprofits in total or more).
- b. One-on-One Strategic Planning: at least 10 nonprofits per Riverside County Supervisorial District (50 nonprofits in total or more).
- c. One-on-One/Cohorts Improving Financial Controls: at least 20 nonprofits per Riverside County Supervisorial District (100 nonprofits in total or more).
- d. Fund Development Workshops/Cohorts: at least 20 nonprofits per Riverside County Supervisorial District (100 nonprofits in total or more).

**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	\$881,000
Administrative Expenses	\$420,778.40
<b>TOTAL</b>	<b>\$1,301,778.40</b>

**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. SUBRECIPIENT will be paid the actual amount of each approved monthly invoice for the remaining balance (up to \$976,333.80). 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.
- b. All completed claims, including any and all supporting documentation, must be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the funds were awarded. Supporting documentation may include invoiced payroll verification copies of canceled checks, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with the Agreement. All completed claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

**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 CD 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).

Subrecipient Payment Request Form 2076

COIJ'4JY OFRIGIS)JE  
JO.JSNG AND OOOE SOLUTIONS .CONDMJMOCARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside  
Continuum of Care  
3403 Tenll St, Slife 310  
Riverside, CA 92501

From:

Remit to Name

Remit to Address

ZipCod9

eon.adNwnlicr

Total amount requested \$= \_\_\_\_\_ bile period of \_\_\_\_\_

SooctPay,rKNit1 )BrMlw:

Advnoe Payment \$  
(if af'lo'WMI by Cont'act/Sranfy--"-----)

Actual Payment \_\_\_\_\_  
(ft!Imburse!!Intof at!Uat p-ognimcosts)

Expense Category Lilt each me item as oo:Iried nCortratt budget	Current Expendirures

\$0.00

Art/ questioos regwding hisrequest muk:l be directed 1D: \_\_\_\_\_  
?hens HUI/dl«

I hereby certify under peMly of petjll)f !hatID1he best of my kooledQe tie above is Yue and oorrect

Authorized Signatur

FOR COUNTY USE ONLY DO NOT WRJIE BELOW THIS LINE

Order# (fD}

Inroitcil'

/Im<Ult

lamour4aulloll2odis dfl'lnlrt tan amaut1equgsl. pk,ase

-atJac:hed dlim mcap b- lq!ISinlds\_

Dalo

**HOUSING AND WORKFORCE SOLUTIONS FORMS INSTRUCTIONS**

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

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

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

9 2076A

**SUBRECIPIENT PAYMENT REQUEST**

10 "Remit to Name"

The legal name of your agency.

11 "Address"

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

13 "SUBRECIPIENT Name"

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

15 "Contract Number"

Can be found on the first page of your contract.

17 "Amount Requested"

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

19 "Payment Type"

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

21 "Any questions regarding... "

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

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

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

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

**COUNTY OF RIVERSIDE DEPARTMENT OF HOUSING AND WORKFORCE  
SOLUTIONS  
AMENDMENT NO. 1  
REGIONAL ACCESS PROJECT FOUNDATION  
AMERICAN RESCUE PLAN ACT FUNDING  
FOR THE RIVERSIDE COUNTY NONPROFIT ASSISTANCE FUND  
HWS-0004861**

This Amendment No. 1 to the Subrecipient's Agreement (HWS-0004861) for the purpose of providing technical support and assistance to nonprofit organizations under the American Rescue Plan Act ("ARPA") funding for the Riverside County Nonprofit Assistance Fund ("RCNAF") (herein referred to as "Amendment No. 1") is made and entered into by and between Regional Access Project Foundation, a California nonprofit public benefit corporation (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY").

WHEREAS, COUNTY and SUBRECIPIENT entered into that certain Subrecipient's Agreement for the ARPA RCNAF, HWS-0004861, to provide technical support and assistance to nonprofit organizations, effective July 24, 2023 through September 30, 2024, (herein referred to as "Agreement"); and

WHEREAS, the parties now desire to change the Term of Agreement, Payment, Termination, and Effective Date.

NOW, THEREFORE, the parties agree as follows:

1. **TERM OF AGREEMENT.** Replace Section 2 of the Agreement with the following:

"This Agreement shall become effective upon the Effective Date, as defined in Section 32 below, and unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect until **December 31, 2024.**"

2. **PAYMENT OF FUNDS.** Replace Section 8 of the Agreement with the following:

"COUNTY shall pay SUBRECIPIENT for services performed in accordance with the terms of the **Exhibit B, Payment Provisions**, which is attached hereto and incorporated herein by this reference. COUNTY is not responsible for any fees or costs incurred above and beyond the contracted amount. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of the funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be expended by the expiration date or **December 31, 2024** ("Expenditure Deadline"). Any ARPA funds paid to SUBRECIPIENT, but not expended pursuant to this Agreement by **December 31, 2024**, shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to **December 31, 2024**, any funds paid to SUBRECIPIENT, but not expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination."

3. **TERMINATION.** Replace Section 20(b) (4) of the Agreement with the following:

"(4) If by **December 31, 2024**, SUBRECIPIENT does not expend the funds as an Eligible Use as defined under the ARPA Rules, within the COUNTY's sole and absolute determination, this Agreement shall self-terminate and any SLFRF funds drawn shall be returned within thirty (30) calendar days. Upon such termination, this Agreement shall become null and void, except for the provisions that survive the termination of this Agreement."

4. **EFFECTIVE DATE.** Replace Section 32 of the Agreement with the following:

"The effective date of this Agreement is **May 2, 2023** (the "Effective Date")."

5. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.

6. **Effective Date.** This Amendment No. 1 to the Agreement is effective upon signature of both parties.

7. **Electronic Signatures.** This Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment. The parties further agree that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

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

**REGIONAL ACCESS PROJECT FOUNDATION**, a California nonprofit public benefit corporation



\_\_\_\_\_  
Heidi Marshall  
Director



\_\_\_\_\_  
Leticia De Lara  
Chief Executive Officer

Sep 5, 2023

\_\_\_\_\_  
Date

**Aug 28, 2023**

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

Minh C. Tran  
County Counsel



By: \_\_\_\_\_  
Arnrit P. Dhillon  
Deputy County Counsel