

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



**3.14**  
(MT 27284)

On motion of Supervisor Medina, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the recommendation from Housing and Workforce Solutions / Workforce Development Division regarding the approval of the Amended and Restated Subrecipient Agreements for the Riverside County Nonprofit Assistance Fund to Extend the Expenditure Deadline and End Date to June 30, 2025 with Inland Empire Community Foundation (IECF), a California nonprofit corporation, and Regional Access Project (RAP) Foundation, a California nonprofit corporation, All Districts, is continued to April 8, 2025 at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Medina, Spiegel and Perez  
Nays: None  
Absent: Washington and Gutierrez

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on April 1, 2025, of Supervisors Minutes.

(seal)

WITNESS my hand and the seal of the Board of Supervisors  
Dated: April 1, 2025  
Kimberly A. Rector, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

By:  Deputy

AGENDA NO.  
3.14

xc: HWS, COB

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



**ITEM:** 3.14  
(ID # 27284)

**MEETING DATE:**

Tuesday, April 01, 2025

**FROM :** HOUSING AND WORKFORCE SOLUTIONS

**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS / WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Ratify and Approve the Amended and Restated Subrecipient Agreements for the Riverside County Nonprofit Assistance Fund to Extend the Expenditure Deadline and End Date to June 30, 2025 with Inland Empire Community Foundation (IECF), a California nonprofit corporation, and Regional Access Project (RAP) Foundation, a California nonprofit corporation; All Districts. [\$0]

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

1. Ratify and Approve the attached Amended and Restated Subrecipient Agreement for the Riverside County Nonprofit Assistance Fund with the Inland Empire Community Foundation (HWS-0004859) through June 30, 2025, and Authorize the Chair of the Board to execute behalf of the County;
2. Ratify and Approve the attached Amended and Restated Subrecipient Agreement for the Riverside County Nonprofit Assistance Fund with the Regional Access Project Foundation (HWS-0004861) through June 30, 2025, and Authorize the Chair of the Board to execute behalf of the County;

Continued on page 2

**ACTION:**Policy

  
Heidi Marshall, Director 3/5/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

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

3. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to administer all actions necessary related to the administration of the attached Amended and Restate Subrecipient Agreement(s);
4. Ratify and Authorize the Purchasing Agent, based on the availability of fiscal funding, to issue purchase order(s) to Inland Empire Community Foundation and Regional Access Project Foundation for the services rendered and invoices received within the Board approved funding amount, consistent with the respective agreement or subrecipient agreement; and,
5. Direct the Clerk of the Board to retain one (1) copy of each original Agreement and return two (2) original copies of each Agreement to Housing and Workforce Solutions/Workforce Development Division for distribution.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 24/25	

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

**BACKGROUND:**

**Summary**

On May 2, 2023 (Minute Order 3.20), the Board of Supervisors approved Housing and Workforce Solutions (HWS) to enter into agreements with three nonprofit organizations establishing them as subrecipients of the Riverside County Nonprofit Assistance Fund (RCNAF). Inland Southern California United Way (ISCUW) applied in conjunction with Inland Empire Community Foundation (IECF) and Regional Access Project Foundation (RAP). 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 provide support to nonprofit recipients of RCNAF grants.

HWS is requesting approval to extend the term of agreement and period of performance from December 31, 2024, to June 30, 2025. The extension is necessary to provide both IECF and the RAP Foundation with additional time to continue working with HWS in finalizing the program and compiling the necessary information for the completion of the final report. This extension will ensure that both organizations can fully utilize all allocated funds, including Programmatic Funding, Technical Assistance, and administrative expenses, and will allow them to maximize the impact of these resources before the program's conclusion.



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

**Impact on Residents and Businesses**

RCNAF will continue to support programs and services for communities that are low-income and underserved. This includes areas with low Healthy Places Index (HPI) scores, in alignment with the County's HPI goals and initiatives. These communities have experienced more severe health and economic outcomes, such as higher rates of unemployment, often due to preexisting disparities.

**Additional Fiscal Information**

No impact upon the County's General Fund.

Funding was previously disbursed to IECF in Fiscal Year 23/24 as detailed below:

Activity	Amount
Programmatic Funding	\$6,525,000.00
Administrative Expenses	\$329,483.25
<b>Total</b>	<b>\$6,854,483.25</b>

Funding was previously disbursed to RAP in Fiscal Year 23/24 as detailed below:

Activity	Amount
Technical Assistance	\$1,097,250.00
Administrative Expenses	\$204,528.40
<b>Total</b>	<b>\$1,301,778.40</b>

**Contract History and Price Reasonableness**

IECF is currently contracted with HWS to administer grants for the Programmatic Funding category through Subrecipient's Agreement No. HWS-0004859 for an amount not to exceed \$6,854,483.25. The Board of Supervisors approved the original agreement and authorized the Director of HWS to execute the original agreement on May 2, 2023, in Minute Order 3.20.

The RAP Foundation is currently contracted with HWS to the Technical Assistance category of the RCNAF through Subrecipient's Agreement No. HWS-0004861 for an amount not to exceed \$1,301,778.40. The Board of Supervisors approved the original agreement and authorized the Director of HWS to execute the original agreement on May 2, 2023, in Minute Order 3.20.

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

Attachments:

- Amended and Restated Subrecipient Agreement No. HWS-0004859
- Amended and Restated Subrecipient Agreement No. HWS-0004861

*Melissa Curtis*

Melissa Curtis, Deputy Director of Purchasing and Fleet

3/27/2025

*Brian Lantajo*

Brian Lantajo, Principal Management Analyst

3/27/2025

*Aaron Gettis*

Aaron Gettis, Chief of Deputy County Counsel

3/20/2025

**AMENDED AND RESTATED SUBRECIPIENT AGREEMENT FOR  
THE USE OF RIVERSIDE COUNTY NONPROFIT ASSISTANCE FUND  
(HWS-0004859)**

This Amended and Restated Subrecipient Agreement (“Agreement”) for the use of Riverside County Nonprofit Assistance Fund 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 “RCNAF”, is made and entered into as of \_\_\_\_\_ of \_\_\_\_\_, 2025, 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”. COUNTY and SUBRECIPIENT are collectively referred to herein as “Parties”.

WITNESSETH:

WHEREAS, COUNTY and SUBRECIPIENT entered in that certain Subrecipient Agreement for the Use of Riverside County Nonprofit Assistance Fund effective July 24, 2023 until September 30, 2024 (“Agreement”); SUBRECIPIENT agreed to undertake and assist with COUNTY’s Riverside County Nonprofit Assistance Fund (“RCNAF”) by utilizing the sum of the American Rescue Plan Act (ARPA) allocation of \$6,854,483.25 for the following project: **U.S. Department of the Treasury (“Treasury Department”) Intermediary Agency providing Programmatic Funding under the Riverside County Nonprofit Assistance Fund under the American Rescue Plan Act of 2021 (Title III, Section 3201, Public Law 117-2), hereinafter “Programmatic Funding for the Riverside County Nonprofit Assistance Fund”**; and,

WHEREAS, on May 2, 2023, the Board of Supervisors, in Minute Order 21214, approved the allocation of the American Rescue Plan Act for the Riverside County Nonprofit Assistance Fund in the amount of **\$6,854,483.25**; and,

WHEREAS, COUNTY and SUBRECIPIENT entered into that certain Amendment No. 1 to Subrecipient Agreement No. HWS-0004859 (“Amendment No. 1”) to change the Term of

1 Agreement, Payment, Termination, and Effective Date to be effective May 2, 2023 and  
2 terminate on December 31, 2024; and,

3 WHEREAS, COUNTY and SUBRECIPIENT entered into that certain Amendment No.  
4 2 to Subrecipient Agreement No. HWS-0004859 to change the Method, Time, and Conditions  
5 of Payment; and,

6 WHEREAS, COUNTY and SUBRECIPIENT now desire to Amend and Restate the  
7 Original Agreement and Amendments to extend the Term of Agreement to June 30, 2025; and,

8 NOW, THEREFORE, in consideration of the foregoing, and the promises and the mutual  
9 covenants and conditions hereinafter set forth, the COUNTY and SUBRECIPIENT hereby agree  
10 as follows:

11 1. PURPOSE AND USE OF FUNDS. COUNTY's Riverside County Nonprofit  
12 Assistance Fund activities by utilizing the sum of \$6,854,483.25 of Riverside County  
13 Nonprofit Assistance Fund, as specifically identified in Exhibit A, which is attached hereto  
14 and incorporated herein by this reference.

15 2. TERM OF AGREEMENT. This Agreement shall become effective May 2, 2023,  
16 and unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect  
17 until **June 30, 2025**.

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

20 4. RESERVED.

21 5. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses  
22 covered under the terms of this Agreement prior to receiving written authorization from  
23 COUNTY to proceed.

24 6. NOTICES. Each notice, request, demand, consent, approval or other  
25 communication (hereinafter in this Section referred to collectively as "notices" and referred to  
26 singly as a "notice") which the COUNTY or SUBRECIPIENT is required or permitted to give  
27 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	R. Michelle Decker, President & CEO
County of Riverside HWS	Inland Empire Community Foundation
3403 Tenth Street, Suite 300	3700 6 <sup>th</sup> Street, Suite 200
Riverside, CA 92504	Riverside, CA 92501

7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall determine the final disbursement and distribution of all funds 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 activities 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 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 **June 30, 2025** ("Expenditure Deadline"). Any ARPA funds paid to SUBRECIPIENT, but not



1 expended pursuant to this Agreement by **June 30, 2025** shall be returned to COUNTY within  
2 five (5) business days. In the event this Agreement is terminated prior to **June 30, 2025**, any  
3 funds paid to SUBRECIPIENT, but not expended prior to the date of termination, shall be  
4 returned to COUNTY within five (5) business days of the notice of termination.

5 9. RECORDS AND INSPECTIONS.

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

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

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

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

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

1 the end of the COUNTY'S fiscal year.

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

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

- 11 a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal  
12 Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967,  
13 and as supplemented in Department of Labor Regulations (41 CFR Part 60). The  
14 SUBRECIPIENT will not discriminate against any employee or applicant for  
15 employment because of race, color, religion, sex, or national origin. SUBRECIPIENT  
16 shall ensure that all qualified applicants will receive consideration for employment  
17 without regard to race, color, religion, sex or national origin. The SUBRECIPIENT will  
18 take affirmative action to ensure that applicants are employed and the employees are  
19 treated during employment, without regard to their race color, religion, sex, or national  
20 origin. Such actions shall include, but are not limited to, the following: employment, up-  
21 grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or  
22 other forms of compensation; and selection for training, including apprenticeship. The  
23 SUBRECIPIENT agrees to post in a conspicuous place, available to employees and  
24 applicants for employment, notices to be provided by the County setting forth the  
25 provisions of this non-discrimination clause;
- 26 b. Executive Order 11063, as amended by Executive Order 12259, and implementing  
27 regulations at 24 CFR Part 107;

- c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations;
- d. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations;
- e. The regulations, policies, guidelines and requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) as they relate to the acceptance and use of federal funds under the federally-assigned program;
- f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
- g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended; and
- h. *Rights to Data and Copyrights*: SUBRECIPIENT agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).
- i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*) (42 U.S.C.A. 7401 *et seq.*) and the *Federal Water Pollution Control Act* (33 U.S.C.A. Section 1251 *et seq.*), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401 *et seq.*) and the *Federal Water Pollution Control Act* as amended (33 U.S.C.A. Section 1251 *et seq.*). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
- j. *Byrd Anti-Lobbying Certification* (31 U.S.C.A. 1352): The language of the certification set forth below shall be required in all contracts or subcontracts entered into in connection with this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by. Section 1352, Title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

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

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

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

- k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR Part 2424. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

- 1. *Drug-Free Workplace Requirements*: The Anti-Drug Abuse Act of 1988 (41 U.S.C.A.

1 Section 8101-8103) requires grantees (including individuals) of federal agencies, as a  
2 prior condition of being awarded a grant, to certify that they will provide drug-free  
3 workplaces. Each potential recipient must certify that it will comply with drug-free  
4 workplace requirements in accordance with the Act and with HUD's rules at 2 CFR Part  
5 2424.

6 m. *Access to Records and Records Retention:* The SUBRECIPIENT or Contractor, and any  
7 subconsultants or subcontractors, shall allow all duly authorized Federal, State, and/or  
8 County officials or authorized representatives access to the work area, as well as all  
9 books, documents, applications for assistance, materials, papers, and records of the  
10 SUBRECIPIENT or Contractor, and any subconsultants or subcontractors, that are  
11 directly pertinent to a specific program for the purpose of making audits, examinations,  
12 excerpts, and transcriptions. The SUBRECIPIENT or Contractor, and any subconsultants  
13 or subcontractors, further agree to maintain and keep such books, documents,  
14 applications for assistance, materials, papers, and records, on a current basis, recording  
15 all transactions pertaining to this agreement in a form in accordance with generally  
16 acceptable accounting principles. All such books and records shall be retained for such  
17 periods of time as required by law, provided, however, notwithstanding any shorter  
18 periods of retention, all books, records, and supporting detail shall be retained for a period  
19 of at least three (3) years after the expiration of the term of this Agreement.

20 n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress of the  
21 United States, and no Resident Commissioner shall be admitted to any share or part of  
22 this agreement or to any benefit to arise from the same.

23 o. *Energy Efficiency:* Mandatory standards and policies relating to energy efficiency which  
24 are contained in the State energy conservation plan issued in compliance with the Energy  
25 Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201,  
26 et. seq., 89 Stat.871).

27 p. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity that is a



state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- q. *Contract Work Hours and Safety Standards Act ("CWHSA")*(30 U.S.C. 3701-3708): SUBRECIPIENT agrees to comply with all applicable provisions of the CWHSA.
- r. *Lead Hazard Control Requirements* (24 CFR Part 35): SUBRECIPIENT agrees to comply with all applicable provisions of the Lead Hazard Control Requirements as set forth in 24 CFR Part 35.
- s. *Uniform Relocation Act* (24 CFR Part 92.353): SUBRECIPIENT agrees to comply with all applicable provisions of the Uniform Relocation Act as set forth in 24 CFR Part 92.353.)
- t. *Prevailing Wages*: If applicable, SUBRECIPIENT shall comply with any applicable labor regulations and all other State laws in connection with the work which compromise the Project, including if applicable, requirements relating to prevailing wages. SUBRECIPIENT agrees and acknowledges that it is the responsibility of the SUBRECIPIENT to obtain a legal determination, at SUBRECIPIENT's sole cost and expenses as to whether prevailing wages must be paid for during the work. SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of and related to SUBRECIPIENT's failure to

1 comply with any and all applicable prevailing wage requirements. The indemnification  
2 obligations set forth herein shall survive the termination and expiration of this Agreement

3 11. RESERVED.

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

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

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

25 The specified insurance limits required in this Agreement shall in no way limit or  
26 circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the COUNTY  
27 herein from third party claims. The hold harmless and indemnification obligations set forth

herein shall survive the termination and expiration of this Agreement.

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

a. Workers' Compensation:

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

b. Commercial General Liability:

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

c. Vehicle Liability:

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

1 of Riverside as Additional Insured.

2 d. General Insurance Provisions - All lines:

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

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

16 (iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to  
17 furnish the County of Riverside with either 1) a properly executed original Certificate(s) of  
18 Insurance and certified original copies of Endorsements effecting coverage as required herein,  
19 and 2) if requested to do so orally or in writing by the County Risk Manager, provide original  
20 Certified copies of policies including all Endorsements and all attachments thereto, showing  
21 such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance  
22 shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall  
23 be given to the County of Riverside prior to any material modification, cancellation, expiration  
24 or reduction in coverage of such insurance. In the event of a material modification,  
25 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith,  
26 unless the County of Riverside receives, prior to such effective date, another properly executed  
27 original Certificate of Insurance and original copies of endorsements or certified original

1 policies, including all endorsements and attachments thereto evidencing coverage's set forth  
2 herein and the insurance required herein is in full force and effect. *SUBRECIPIENT shall not*  
3 *commence operations until the COUNTY has been furnished original Certificate (s) of*  
4 *Insurance and certified original copies of endorsements and if requested, certified original*  
5 *policies of insurance including all endorsements and any and all other attachments as required*  
6 *in this Section. An individual authorized by the insurance carrier to do so on its behalf shall*  
7 *sign the original endorsements for each policy and the Certificate of Insurance.*

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

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

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

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

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

27 14. FEDERAL REQUIREMENTS. SUBRECIPIENT shall comply with the



1 applicable regulations found in the Uniform Administrative Requirements, Cost Principles,  
2 and Audit Requirements for Federal Awards (2 CFR Part 200), the Act, the Final Rule and 31  
3 CFR Part 35 (defined above as the "ARPA Rules"). SUBRECIPIENT shall pass down all  
4 applicable regulations found in the ARPA Rules and 2 CFR Part 200 to all tiers of  
5 subcontractors, consultants, and subconsultants working under this Agreement.

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

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

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

24 "During the performance of this Agreement SUBRECIPIENT and its subcontractors  
25 shall not unlawfully discriminate against any employee or applicant for employment  
26 because of race, religion, color, national origin, ancestry, physical disability, medical  
27 condition, marital status, age (over 40) or sex. SUBRECIPIENT and subcontractors shall

1 insure that the evaluation and treatment of their employees and applicants for  
2 employment are free of such discrimination. SUBRECIPIENT and subcontractors shall  
3 comply with the provisions of the Fair Employment and Housing Act (California  
4 Government Code Section 12900 et seq.). The applicable regulations of the Fair  
5 Employment and Housing Commission implementing California Government Code  
6 Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the California  
7 Administrative Code are incorporated into this Agreement by reference and made a part  
8 hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written  
9 notice of their obligations under this clause to labor organizations with which they have  
10 a collective bargaining or other agreement."

11 18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

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

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

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

22 d. No covered persons who exercise or have exercised any functions or  
23 responsibilities with respect to the assisted activities, or who are in a position to participate in  
24 a decision-making process or gain inside information with regard to such activities, may obtain  
25 a financial interest in any contract, or have a financial interest in any contract, subcontract, or  
26 agreement with respect to activities assisted with the Riverside County Contribution of the  
27 RCNAF, or with respect to the proceeds from activities assisted with Riverside County

1 Contribution of the RCNAF funding, either for themselves or those with whom they have  
2 business or immediate family ties, during their tenure or for a period of one (1) year thereafter.  
3 For purposes of this paragraph, a "covered person" includes any person who is an employee,  
4 agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or  
5 any designated public agency.

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

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

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

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

20 a. No federally appropriated funds have been paid or will be paid, by or on  
21 behalf of the undersigned, to any person for influencing or attempting to influence an officer  
22 or employee of any agency, a member of Congress, an officer or employee of Congress, or an  
23 employee of a member of Congress in connection with the awarding of any federal contract,  
24 the making of any federal grant, the making of any federal loan, the entering into of any  
25 cooperative agreement, and the extension, continuation, renewal, amendment, or modification  
26 of any federal contract, grant, loan, or cooperative agreement.

27 b. If any funds other than federally appropriated funds have been paid or will

1 be paid to any person for influencing or attempting to influence an officer to employee of any  
2 agency, a member of Congress, an officer or employee of Congress, or an employee of a  
3 member of Congress in connection with this federal contract, grant, loan, or cooperative  
4 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form  
5 to Report Lobbying," in accordance with its instructions.

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

12 20. TERMINATION.

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

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

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

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

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

25 (4) If by **June 30, 2025**, SUBRECIPIENT does not expend the funds-  
26 as an Eligible Use as defined under the ARPA Rules, within the COUNTY's sole and absolute  
27 determination, this Agreement shall self-terminate and any SLFRF funds drawn shall be

1 returned within thirty (30) calendar days. Upon such termination, this Agreement shall become  
2 null and void, except for the provisions that survive the termination if this Agreement.

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

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

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

17 22. PROGRAM MONITORING AND EVALUATION. SUBRECIPIENT shall be  
18 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions  
19 of this Agreement and the effective and efficient achievement of the goals of the RCNAF, as  
20 set forth in **Exhibit A**, and in compliance with the ARPA Rules. SUBRECIPIENT shall be  
21 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions  
22 of this Agreement and ARPA Rules. Monthly reports shall be due on the twentieth (20<sup>th</sup>) day  
23 of each third month. The quarterly written reports shall include, but shall not be limited to, the  
24 following data elements:

25  
26 a. SUBRECIPIENT shall complete and maintain detailed records for every  
27 nonprofit organization applying for and receiving as well as nonprofit organizations applying



1 for but not receiving RCNAF and shall submit all records to COUNTY upon request within  
2 five (5) business days.

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

6 c. SUBRECIPIENT shall submit to the COUNTY by the 20<sup>th</sup> of each month a  
7 summary of all outreach and marketing efforts performed by nonprofit organizations during  
8 the previous month. Electronic records may be accepted with prior written approval from the  
9 COUNTY.

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

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

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

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

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

COUNTY.

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

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

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

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

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

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

1           34.    FORCE MAJEURE.

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

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

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

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

26          37.    USE OF ELECTRONIC SIGNATURES: This Amendment may be executed in  
27          any number of counterparts, each of which will be an original, but all of which together will

1 constitute one instrument. Each party of this Amendment agrees to the use of electronic or  
2 digital signatures that meet the requirements of the California Uniform Electronic Transactions  
3 Act (“the Act”) Cal. Civ. Code §§ 1633.1-1633.17), for executing this Amendment. The parties  
4 further agree that the electronic or digital signatures of the parties included in this Amendment  
5 are intended to authenticate this writing and to have the same force and effect as manual  
6 signatures. The Act authorizes use of an electronic signature for transactions and contracts  
7 among parties in California, including governmental agencies. For purposes of this section, a  
8 digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2  
9 of the Civil Code.

10  
11 (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 EMPIRE COMMUNITY  
FOUNDATION, a California nonprofit  
public benefit corporation

6 BY: \_\_\_\_\_

BY: R. Michelle Decker

7 Name: V. Manuel Perez  
8 Title: Chair, Board of Supervisors

Name: R. Michelle Decker  
Title: President & CEO

9 Date: \_\_\_\_\_

Date: March 18, 2025

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

14 By: Paula S. Salcido  
15 Paula S. Salcido  
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:** Inland Empire Community Foundation    **EIN #:** 33-0748536

**ADDRESS:** 3700 6<sup>th</sup> Street, Suite 200  
 Riverside, CA 92501

**PROGRAM CONTACTS:**

**President & CEO:**            R. Michelle Decker

**PHONE:**                      (951) 241-7777

**E-MAIL:**                    [MDecker@iegives.org](mailto: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 of 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  
HWS one or before the 20<sup>th</sup> of each month for the duration of the Agreement to  
2 detail program progress and reach. Conduct extensive outreach and engagement  
3 with the nonprofit sector to raise awareness for the fund.
- 4 g) Serve eligible nonprofit organizations, through programmatic grant support with  
\$6,525,000 (\$6,854,483.25 including administration costs) in American Rescue  
5 Plan Act funding, distributed across all five (5) Supervisorial Districts. Geographic  
distribution shall be based on the location and service area of the nonprofit  
6 organization. Grant awards will be equitably distributed among all five (5)  
Riverside County Supervisorial Districts.
- 7 h) Have a minimum of five (5) years of prior experience with grant making, and strong  
8 local relationships. Subrecipient warrants it has minimum of ten (10) years of  
9 experience in the nonprofit sector.
- 10 i) Subrecipient may partner with other nonprofit agencies to perform specific  
functions (e.g., technical assistance, training, engagement, advertising, marketing,  
11 etc.) under this program but may not subcontract the administrative and fiscal  
responsibilities associated with the program. Plans to subcontract any part of this  
12 program must be detailed in the agency's proposal response.
- 13 j) Subrecipient shall open the online application cycle no later than June 1, 2023 and  
14 structure the grant program to allow for multiple funding rounds to allow for  
outreach and program adjustment. Subrecipient will make the first grant payments  
15 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  
payments within thirty (30) days of award notification. Any delays in payment must be  
19 communicated in writing to the County and must receive prior written approval from  
the County.

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

22 **SUBSEQUENT ROUNDS IN 2024-2025** – will be scheduled similarly for remaining  
23 funds.

## 24 **C. REQUESTS FOR PROPOSALS**

25 Each funding round will release two (2) competitive Requests for Proposals (RFPs).  
Subrecipient will administer the RFP for Programmatic Funding. RFPs will be released  
26 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  
27 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
<b>TOTAL</b>	<b>\$6,854,483.25</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 (\$1,713,620.81) 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 \$5,140,862.44) 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.
- 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 individual award letters, a list of grantees, including the legal name of the non-profit organization and the amount being awarded, 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 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

1 applicable laws and regulations, outside of the program requirements, may also apply (e.g.,  
2 laws around procurement, contracting, conflicts-of-interest, environmental standards, or  
3 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

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

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

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

2076A

## SUBRECIPIENT PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"SUBRECIPIENT Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

"Authorized Signature, Title, and Date (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.

**AMENDED AND RESTATED SUBRECIPIENT AGREEMENT FOR  
THE USE OF RIVERSIDE COUNTY NONPROFIT ASSISTANCE FUND  
(HWS-0004861)**

This Amended and Restated Subrecipient Agreement ("Agreement") for the Riverside County Nonprofit Assistance Fund 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 "RCNAF", is made and entered into as of \_\_\_\_ of \_\_\_\_ 2025, 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 non-profit public benefit corporation, hereinafter referred to as "SUBRECIPIENT". COUNTY and SUBRECIPIENT are collectively referred to herein as "Parties".

**WITNESSETH:**

WHEREAS, COUNTY and SUBRECIPIENT entered into that certain Subrecipient Agreement for the Use of Riverside County Nonprofit Assistance Fund effective July 24, 2023 until September 30, 2024 ("Agreement"); SUBRECIPIENT agreed to undertake and assist with COUNTY's Riverside County Nonprofit Assistance Fund (RCNAF) by utilizing the sum of the American Rescue Plan Act (ARPA) allocation of \$1,301,778.40 for the following project: **U.S. Department of the Treasury ("Treasury Department") Technical Assistance under the Riverside County Nonprofit Assistance Fund under the American Rescue Plan Act of 2021 (Title III, Section 3201, Public Law 117-2), hereinafter "Technical Assistance"**; and,

WHEREAS, on May 2, 2023, the Board of Supervisors, in Minute Order 21214, approved the allocation of the American Rescue Plan Act for the Riverside County Nonprofit Assistance Fund in the amount of **\$1,301,778.40**; and,

WHEREAS, on September 5, 2023, COUNTY and SUBRECIPIENT entered into that certain Amendment No. 1 for the Use of Riverside County Nonprofit Assistance Fund, extending the Term of Agreement, changing the Payment, Termination, and terminate on December 31, 2024; and,

1 WHEREAS, on August 27, 2024, the Board of Supervisors, in Minute Order 25282,  
2 approved of the budget correction, adjusting the original line-items; and,

3 WHEREAS, COUNTY and SUBRECIPIENT now desire to Amend and Restate the  
4 Original Agreement and Amendments to extend the Term of Agreement to June 30, 2025; and,

5 NOW, THEREFORE, in consideration of the foregoing, and the promises and the mutual  
6 covenants and conditions hereinafter set forth, the COUNTY and SUBRECIPIENT hereby agree  
7 as follows:

8 1. PURPOSE AND USE OF FUNDS. COUNTY's Riverside County Nonprofit  
9 Assistance Fund activities by utilizing the sum of \$1,303,778.40 of Riverside County  
10 Nonprofit Assistance Fund, as specifically identified in Exhibit A, which is attached hereto  
11 and incorporated herein by this reference.

12 2. TERM OF AGREEMENT. This Agreement shall become effective July 24, 2023,  
13 and unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect  
14 until **June 30, 2025.**

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

17 4. RESERVED.

18 5. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses  
19 covered under the terms of this Agreement prior to receiving written authorization from  
20 COUNTY to proceed.

21 6. NOTICES. Each notice, request, demand, consent, approval or other  
22 communication (hereinafter in this Section referred to collectively as "notices" and referred to  
23 singly as a "notice") which the COUNTY or SUBRECIPIENT is required or permitted to give  
24 to the other party pursuant to this Agreement shall be in writing and shall be deemed to have  
25 been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any  
26 notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent  
27 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
<u>County of Riverside HWS</u>	<u>Regional Access Project Foundation</u>
<u>3403 Tenth Street, Suite 300</u>	<u>41550 Eclectic Street</u>
<u>Riverside, CA 92504</u>	<u>Palm Desert, CA 92260</u>

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 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 **June 30, 2025** ("Expenditure Deadline"). Any ARPA funds paid to SUBRECIPIENT, but not expended pursuant to this Agreement by **June 30, 2025** shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to **June 30, 2025**, any funds paid to SUBRECIPIENT, but not expended prior to the date of termination, shall be



1 returned to COUNTY within five (5) business days of the notice of termination.

2 9. RECORDS AND INSPECTIONS.

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

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

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

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

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

26 d. SUBRECIPIENT shall, during normal business hours make available to  
27 COUNTY and to authorized Federal Agencies for examination and copying all of its records

1 and other materials with respect to matters covered by this Agreement.

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

- 8 a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal  
9 Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967,  
10 and as supplemented in Department of Labor Regulations (41 CFR Part 60). The  
11 SUBRECIPIENT will not discriminate against any employee or applicant for  
12 employment because of race, color, religion, sex, or national origin. SUBRECIPIENT  
13 shall ensure that all qualified applicants will receive consideration for employment  
14 without regard to race, color, religion, sex or national origin. The SUBRECIPIENT will  
15 take affirmative action to ensure that applicants are employed and the employees are  
16 treated during employment, without regard to their race color, religion, sex, or national  
17 origin. Such actions shall include, but are not limited to, the following: employment, up-  
18 grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or  
19 other forms of compensation; and selection for training, including apprenticeship. The  
20 SUBRECIPIENT agrees to post in a conspicuous place, available to employees and  
21 applicants for employment, notices to be provided by the County setting forth the  
22 provisions of this non-discrimination clause;
- 23 b. Executive Order 11063, as amended by Executive Order 12259, and implementing  
24 regulations at 24 CFR Part 107;
- 25 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and  
26 implementing regulations;
- 27 d. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing

- 1 regulations;
- 2 e. The regulations, policies, guidelines and requirements of the Uniform Administrative
- 3 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part
- 4 200) as they relate to the acceptance and use of federal funds under the federally-assigned
- 5 program;
- 6 f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations
- 7 issued at 24 CFR Part 1;
- 8 g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended; and
- 9 h. *Rights to Data and Copyrights*: SUBRECIPIENT agree to comply with all applicable
- 10 provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-
- 11 3, Federal Acquisition Regulations (FAR).
- 12 i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*) (42 U.S.C.A.
- 13 7401 *et seq.*) and the *Federal Water Pollution Control Act* (33 U.S.C.A. Section 1251 *et*
- 14 *seq.*), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall
- 15 contain a provision that requires the recipient to agree to comply with all applicable
- 16 standards, orders or regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401
- 17 *et seq.*) and the *Federal Water Pollution Control Act* as amended (33 U.S.C.A. Section
- 18 1251 *et seq.*). Violations shall be reported to HUD and the Regional Office of the
- 19 Environmental Protection Agency (EPA).
- 20 j. *Byrd Anti-Lobbying Certification* (31 U.S.C.A. 1352): The language of the certification
- 21 set forth below shall be required in all contracts or subcontracts entered into in connection
- 22 with this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly.
- 23 This certification is a material representation of fact upon which reliance was placed
- 24 when this transaction was made or entered into. Submission of this certification is a
- 25 prerequisite for making or entering into this transaction imposed by. Section 1352, Title
- 26 31, U.S. code. Any person who fails to file the required certification shall be subject to a
- 27 civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

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

2 No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to  
3 any person for influencing or attempting to influence an officer or employee of any agency, a  
4 Member of Congress, an officer or employee of Congress, or an employee of a Member of  
5 Congress in connection with the awarding of any Federal contract, the making of any Federal  
6 grant, the making of any Federal loan, the entering into of any cooperative agreement, and the  
7 extension, continuation, renewal, amendment, or modification of any Federal contract, grant,  
8 loan, or cooperative agreement;

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

15 k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No contract  
16 shall be made to parties listed on the General Services Administration's List of Parties  
17 Excluded from Federal Procurement or Nonprocurement Programs in accordance with  
18 E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR Part 2424.  
19 This list contains the names of parties debarred, suspended, or otherwise excluded by  
20 agencies, and contractors declared ineligible under statutory or regulatory authority other  
21 than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall  
22 provide the required certification regarding its exclusion status and that of its principal  
23 employees.

24 1. *Drug-Free Workplace Requirements*: The Anti-Drug Abuse Act of 1988 (41 U.S.C.A.  
25 Section 8101-8103) requires grantees (including individuals) of federal agencies, as a  
26 prior condition of being awarded a grant, to certify that they will provide drug-free  
27 workplaces. Each potential recipient must certify that it will comply with drug-free

1 workplace requirements in accordance with the Act and with HUD's rules at 2 CFR Part  
2 2424.

3 m. *Access to Records and Records Retention:* The SUBRECIPIENT or Contractor, and any  
4 subconsultants or subcontractors, shall allow all duly authorized Federal, State, and/or  
5 County officials or authorized representatives access to the work area, as well as all  
6 books, documents, applications for assistance, materials, papers, and records of the  
7 SUBRECIPIENT or Contractor, and any subconsultants or subcontractors, that are  
8 directly pertinent to a specific program for the purpose of making audits, examinations,  
9 excerpts, and transcriptions. The SUBRECIPIENT or Contractor, and any subconsultants  
10 or subcontractors. further agree to maintain and keep such books, documents,  
11 applications for assistance, materials, papers, and records, on a current basis, recording  
12 all transactions pertaining to this agreement in a form in accordance with generally  
13 acceptable accounting principles. All such books and records shall be retained for such  
14 periods of time as required by law, provided, however, notwithstanding any shorter  
15 periods of retention, all books, records, and supporting detail shall be retained for a period  
16 of at least three (3) years after the expiration of the term of this Agreement.

17 n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress of the  
18 United States, and no Resident Commissioner shall be admitted to any share or part of  
19 this agreement or to any benefit to arise from the same.

20 o. *Energy Efficiency:* Mandatory standards and policies relating to energy efficiency which  
21 are contained in the State energy conservation plan issued in compliance with the Energy  
22 Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201,  
23 et. seq., 89 Stat.871).

24 p. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity that is a  
25 state agency or agency of a political subdivision of a state and its contractors must comply  
26 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901,  
27 et seq.), as amended by the Resource Conservation and Recovery Act. The requirements

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

- q. *Contract Work Hours and Safety Standards Act ("CWHSA")*(30 U.S.C. 3701-3708): SUBRECIPIENT agrees to comply with all applicable provisions of the CWHSA.
- r. *Lead Hazard Control Requirements (24 CFR Part 35)*: SUBRECIPIENT agrees to comply with all applicable provisions of the Lead Hazard Control Requirements as set forth in 24 CFR Part 35.
- s. *Uniform Relocation Act (24 CFR Part 92.353)*: SUBRECIPIENT agrees to comply with all applicable provisions of the Uniform Relocation Act as set forth in 24 CFR Part 92.353.)
- t. *Prevailing Wages*: If applicable, SUBRECIPIENT shall comply with any applicable labor regulations and all other State laws in connection with the work which compromise the Project, including if applicable, requirements relating to prevailing wages. SUBRECIPIENT agrees and acknowledges that it is the responsibility of the SUBRECIPIENT to obtain a legal determination, at SUBRECIPIENT's sole cost and expenses as to whether prevailing wages must be paid for during the work. SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of and related to SUBRECIPIENT's failure to comply with any and all applicable prevailing wage requirements. The indemnification obligations set forth herein shall survive the termination and expiration of this Agreement

11. RESERVED.

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

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

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

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

26           13. INSURANCE. Without limiting or diminishing the SUBRECIPIENT'S  
27 obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and

1 maintain or cause to be maintained, at its sole cost and expense, the following insurance  
2 coverage's during the term of this Agreement.

3 a. Workers' Compensation:

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

10 b. Commercial General Liability:

11 Commercial General Liability insurance coverage, including but not limited to,  
12 premises liability, contractual liability, products and completed operations liability, personal  
13 and advertising injury, and cross liability coverage, covering claims which may arise from or  
14 out of SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the  
15 County of Riverside as Additional Insured. Policy's limit of liability shall not be less than  
16 \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
17 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the  
18 occurrence limit.

19 c. Vehicle Liability:

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

26 d. General Insurance Provisions - All lines:

27 (i). Any insurance carrier providing insurance coverage hereunder shall be



1 admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8)  
2 unless such requirements are waived, in writing, by the County Risk Manager. If the County's  
3 Risk Manager waives a requirement for a particular insurer such waiver is only valid for that  
4 specific insurer and only for one policy term.

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

13 (iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to  
14 furnish the County of Riverside with either 1) a properly executed original Certificate(s) of  
15 Insurance and certified original copies of Endorsements effecting coverage as required herein,  
16 and 2) if requested to do so orally or in writing by the County Risk Manager, provide original  
17 Certified copies of policies including all Endorsements and all attachments thereto, showing  
18 such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance  
19 shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall  
20 be given to the County of Riverside prior to any material modification, cancellation, expiration  
21 or reduction in coverage of such insurance. In the event of a material modification,  
22 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith,  
23 unless the County of Riverside receives, prior to such effective date, another properly executed  
24 original Certificate of Insurance and original copies of endorsements or certified original  
25 policies, including all endorsements and attachments thereto evidencing coverage's set forth  
26 herein and the insurance required herein is in full force and effect. *SUBRECIPIENT shall not*  
27 *commence operations until the COUNTY has been furnished original Certificate (s) of*

1 *Insurance and certified original copies of endorsements and if requested, certified original*  
2 *policies of insurance including all endorsements and any and all other attachments as required*  
3 *in this Section. An individual authorized by the insurance carrier to do so on its behalf shall*  
4 *sign the original endorsements for each policy and the Certificate of Insurance.*

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

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

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

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

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

24 14. FEDERAL REQUIREMENTS. SUBRECIPIENT shall comply with the  
25 applicable regulations found in the Uniform Administrative Requirements, Cost Principles,  
26 and Audit Requirements for Federal Awards (2 CFR Part 200), the Act, the Final Rule and 31  
27 CFR Part 35 (defined above as the "ARPA Rules"). SUBRECIPIENT shall pass down all

1 applicable regulations found in the ARPA Rules and 2 CFR Part 200 to all tiers of  
2 subcontractors, consultants, and subconsultants working under this Agreement.

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

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

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

21 "During the performance of this Agreement SUBRECIPIENT and its subcontractors  
22 shall not unlawfully discriminate against any employee or applicant for employment  
23 because of race, religion, color, national origin, ancestry, physical disability, medical  
24 condition, marital status, age (over 40) or sex. SUBRECIPIENT and subcontractors shall  
25 insure that the evaluation and treatment of their employees and applicants for  
26 employment are free of such discrimination. SUBRECIPIENT and subcontractors shall  
27 comply with the provisions of the Fair Employment and Housing Act (California

Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 et seq., set forth in Chapter I of Division 4.1 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

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

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

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

d. No covered persons who exercise or have exercised any functions or responsibilities with respect to the assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to activities assisted with the Riverside County Contribution of the RCNAF, or with respect to the proceeds from activities assisted with Riverside County Contribution of the RCNAF funding, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee,

1 agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or  
2 any designated public agency.

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

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

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

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

17 a. No federally appropriated funds have been paid or will be paid, by or on  
18 behalf of the undersigned, to any person for influencing or attempting to influence an officer  
19 or employee of any agency, a member of Congress, an officer or employee of Congress, or an  
20 employee of a member of Congress in connection with the awarding of any federal contract,  
21 the making of any federal grant, the making of any federal loan, the entering into of any  
22 cooperative agreement, and the extension, continuation, renewal, amendment, or modification  
23 of any federal contract, grant, loan, or cooperative agreement.

24 b. If any funds other than federally appropriated funds have been paid or will  
25 be paid to any person for influencing or attempting to influence an officer to employee of any  
26 agency, a member of Congress, an officer or employee of Congress, or an employee of a  
27 member of Congress in connection with this federal contract, grant, loan, or cooperative

1 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form  
2 to Report Lobbying," in accordance with its instructions.

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

9 20. TERMINATION.

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

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

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

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

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

22 (4) If by **June 30, 2025**, SUBRECIPIENT does not expend the funds  
23 as an Eligible Use as defined under the ARPA Rules within the COUNTY's sole and absolute  
24 determination, this Agreement shall self-terminate and any SLFRF funds drawn shall be  
25 returned within thirty (30) calendar days. Upon such termination, this Agreement shall become  
26 null and void, except for the provisions that survive the termination if this Agreement.

27 c. This Agreement may be terminated and/or funding suspended, in whole

1 or in part, for cause in accordance with the Uniform Administrative Requirements, Cost  
2 Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall  
3 be based on the failure of the SUBRECIPIENT to materially comply with either the terms or  
4 conditions of this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to  
5 incur any costs related thereto, or connected with, any area of conflict from which the  
6 COUNTY has determined that suspension of funds is necessary.

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

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

14 22. PROGRAM MONITORING AND EVALUATION. SUBRECIPIENT shall be  
15 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions  
16 of this Agreement and the effective and efficient achievement of the goals of the RCNAF, as  
17 set forth in **Exhibit A**, and in compliance with the ARPA Rules. SUBRECIPIENT shall be  
18 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions  
19 of this Agreement and ARPA Rules. Monthly reports shall be due on the twentieth (20<sup>th</sup>) day  
20 of each third month. The quarterly written reports shall include, but shall not be limited to, the  
21 following data elements:

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

26 b. SUBRECIPIENT shall maintain and submit to the COUNTY detailed records  
27 of every expense incurred in carrying out and implementing the RCNAF program and shall

1 submit to the COUNTY upon request within five (5) business days.

2 c. SUBRECIPIENT shall submit to the COUNTY by the 20<sup>th</sup> of each month a  
3 summary of all outreach and marketing efforts performed by nonprofit organizations during  
4 the previous month. Electronic records may be accepted with prior written approval from the  
5 COUNTY.

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

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

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

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

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

25 28. INTERPRETATION AND GOVERNING LAW. This Agreement and any  
26 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of  
27 the State of California. This Agreement shall be construed as a whole according to its fair



1 language and common meaning to achieve the objectives and purposes of the parties hereto,  
2 and the rule of construction to the effect that ambiguities are to be resolved against the drafting  
3 party shall not be employed in interpreting this Agreement, all parties having been represented  
4 by counsel in the negotiation and preparation hereof.

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

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

14 31. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits  
15 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that  
16 they have the authority to execute this Agreement and warrant and represent that they have the  
17 authority to bind the respective parties to this Agreement to the performance of its obligations  
18 hereunder.

19 32. EFFECTIVE DATE. The effective date of this Agreement is May 2, 2023 (the  
20 "Effective Date").

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

24 34. FORCE MAJEURE.

25 a. Performance by either party hereunder shall not be deemed to be in default where  
26 delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires,  
27 casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight

1 embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually  
2 severe weather, inability to secure necessary labor, material or tools, delays of any contractor,  
3 sub-contractor or supplier, acts of the other party, acts or failure to act of a public or  
4 governmental agency or entity, or any causes beyond the control or without the fault of the party  
5 claiming an extension of time to perform.

6 b. An extension ohime for any such cause (a "Force Majeure Delay") shall be for  
7 the period of the enforced delay and shall commence to run from the time of the commencement  
8 of the cause, if notice by the party claiming such extension is sent to the other party within thirty  
9 (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the  
10 foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until  
11 the party claiming such delay and interference delivers to the other party written notice  
12 describing the event, its cause, when and how such party obtained knowledge, the date the event  
13 commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure  
14 Delay shall deliver such written notice within thirty (30) calendar days after it obtains  
15 knowledge of the event.

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

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

22 37. USE OF ELECTRONIC SIGNATURES: This Amendment may be executed in  
23 any number of counterparts, each of which will be an original, but all of which together will  
24 constitute one instrument. Each party of this Amendment agrees to the use of electronic or  
25 digital signatures that meet the requirements of the California Uniform Electronic Transactions  
26 Act ("the Act") Cal. Civ. Code §§ 1633.1-1633.17), for executing this Amendment. The parties  
27 further agree that the electronic or digital signatures of the parties included in this Amendment

1 are intended to authenticate this writing and to have the same force and effect as manual  
2 signatures. The Act authorizes use of an electronic signature for transactions and contracts  
3 among parties in California, including governmental agencies. For purposes of this section, a  
4 digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2  
5 of the Civil Code.

6  
7 (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  
 4 COUNTY OF RIVERSIDE,  
 a political subdivision of the  
 5 State of California

REGIONAL ACCESS PROJECT FOUNDATION,  
 a California nonprofit public benefit corporation

6 BY: \_\_\_\_\_

*Leticia 'JJe Lat-a*  
 7 BY: \_\_\_\_\_

8 Name: V. Manuel Perez  
 Title: Chair, Board of Supervisors

Name: Leticia De Lara  
 Title: Chief Executive Officer

9 Date: \_\_\_\_\_

Date: **Mar 27, 2025**

11 APPROVED AS TO FORM:  
 12 MinhC. Tran

13 **Co ounsel**

14 By: Y.A S./L  
 15 Paula S. Salcido  
 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:** [LDeLarar@rapfoundation.org](mailto:LDeLarar@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 of 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:**

Quarter!				
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	January 31, 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 20<sup>th</sup> 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.

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

## **B. FUNDING ROUNDS**

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

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

**SUBSEQUENT ROUNDS IN 2024-2025** - will be scheduled similarly for remaining funds. Technical assistance will continue for the first and second round awardees, if 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	\$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. 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 20<sup>th</sup> 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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## CONTRACTOR PAYMENT REQUEST

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Continum of Care  
3403 Tenfl St, Sule 310  
Riverside, CA 92501

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Program

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## HOUSING AND WORKFORCE SOLUTIONS FORMS INSTRUCTIONS

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

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

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

2076A

## SUBRECIPIENT PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"SUBRECIPIENT Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding... "

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

"Authorized Signature, Title, and Date (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.

# Request for Signature: First Amended and Restated Subrecipient Agreement Regional Access Project Foundation (Correction)

Final Audit Report

2025-03-27

Created:	2025-03-25
By:	Stefanie Rubio (SARubio@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABr6jvgNpTXACTXEultT2XaPDWUNxIWbC

## "Request for Signature: First Amended and Restated Subrecipient Agreement Regional Access Project Foundation (Correction)" History

Document created by Stefanie Rubio (SARubio@rivco.org)

2025-03-25 - 7:50:39 PM GMT- IP address: 158.61.6.3

Document emailed to Idelara@rapfoundation.org for signature

2025-03-25 - 7:51:15 PM GMT

Email viewed by Idelara@rapfoundation.org

2025-03-25 - 8:41:32 PM GMT- IP address: 76.80.114.82

Email viewed by Idelara@rapfoundation.org

2025-03-27 - 3:52:39 PM GMT- IP address: 76.80.114.82

**4t** Signer Idelara@rapfoundation.org entered name at signing as Leticia De Lara

2025-03-27 - 3:53:18 PM GMT- IP address: 76.80.114.82

**C.** Document e-signed by Leticia De Lara (Idelara@rapfoundation.org)

Signature Date: 2025-03-27 - 3:53:20 PM GMT - Time Source: server- IP address: 76.80.114.82

**0** Agreement completed.

2025-03-27 - 3:53:20 PM GMT