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Chief Executive Officer

County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

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*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors  
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Fifth District

July 27, 2021

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

52-F July 27, 2021

CELIA ZAVALA  
EXECUTIVE OFFICER

**APPROVAL OF THE AMERICAN RESCUE PLAN FISCAL RECOVERY FUNDS SPENDING PLAN  
(ALL SUPERVISORIAL DISTRICTS)  
(3-VOTES)**

**SUBJECT**

The Chief Executive Officer (CEO) recommends the Board of Supervisors approve the proposed spending plan for the County's allocation of the American Rescue Plan Act (ARP) Coronavirus State and Local Government Fiscal Recovery Funds (Fiscal Recovery Funds).

The spending plan totals \$975.0 million across three strategic pillars: (1) \$567.9 million for equity-based investments to position the County to recover better than before the pandemic; (2) \$239.7 million to support an equitable and inclusive recovery; and (3) \$167.4 million to preserve the County's fiscal stability and shore up our safety net programs.

Taken together, these proposed investments represent a once-in-a-generation opportunity for the County, led by your Board, to enact transformative changes in the communities that have been hardest hit by the pandemic, and set the foundation for all our residents to share in a healthier, more equitable future.

The spending plan responds to the COVID-19 public health emergency and its economic impacts with substantial and direct investments in hard-hit disadvantaged communities and through programs to address entrenched challenges that have only grown worse during the pandemic, ranging from homelessness and deeper levels of poverty to the unique needs of immigrants, small businesses, justice-involved individuals, and survivors of trauma, including domestic violence and hate crimes.

A summary of the proposed spending plan is included as Attachment I and a comprehensive list of programs is included as Attachment II, with additional details in the Facts and Provisions/Legal Requirements section of this letter.

This is the first phase of our ARP Fiscal Recovery Funds planning. We anticipate receiving a second allocation of approximately \$975.0 million in Fiscal Recovery Funds in May 2022 and will return to your Board at that time with a proposed spending plan.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached proposed spending plan totaling \$975.0 million for the expenditure of federal revenue received through a direct allocation pursuant to the ARP.
2. Delegate authority to the CEO, or her designee, to allocate funds from the ARP Act Trust Fund to reimburse County departments for expenditures that meet the eligibility criteria issued by the U.S. Department of the Treasury (Treasury).
3. Delegate authority to the CEO, or her designee, to recognize lost revenue through the regular budget process, and as authorized under the ARP, as needed to provide the government services identified in the spending plan.
4. Delegate authority to the CEO, or her designee, to adjust planned spending among categories approved in the spending plan and across fiscal years to maximize the use of the funds and recover eligible costs.
5. Find that the recommended actions, including the approval of the proposed spending plan for the expenditure of federal revenue received through the ARP do not constitute a project pursuant to section 21065 of the California Public Resources Code and section 15378(b) of the State California Environmental Quality Act (CEQA) Guidelines for the reasons stated in this Board letter and in the record of the proposed activities. In the alternative, the recommended actions, including approval of the spending plan, are exempt as specific actions necessary to prevent or mitigate an emergency as a result of the declared COVID-19 public health emergency.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the spending plan will enable the County to program \$975.0 million in a direct federal allocation received under the ARP Fiscal Recovery Funds and continue to build upon the \$1.22 billion in investments previously authorized by your Board using funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Act. This spending plan is designed to enable the County to mount a sustained response to the impacts of COVID-19 by supporting individuals, families, communities, small businesses, and community-based providers, among others, in the difficult journey towards recovery.

The requested delegated authority will authorize the transfer of funds out of the County's ARP Act Trust Fund and allow the allocation of funds for uses approved under the spending plan. The allocations will be formalized through subsequent budget actions approved by your Board. The requested delegated authority will also authorize the CEO to determine the most appropriate and eligible categories of ARP funding to ensure the programs, services, and allocations in the spending plan are fully funded, including but not limited to using ARP provisions that authorize the

County to restore lost revenue for the purpose of providing government services. In addition, the delegated authority will authorize the CEO to make transfers between budget units, as well as adjustments between budget years and spending plan categories when necessary and appropriate. This will provide needed administrative flexibility to maximize newly available State or federal funding and re-balance budgeted spending categories in response to real-time conditions. Finally, the requested authority will allow the CEO to allocate public health emergency funding included in the spending plan, as needed, to support the public health response to critical and emerging pandemic needs.

### **Implementation of Strategic Plan Goals**

Adoption of the spending plan and the related recommendations supports all three goals of the County's Strategic Plan: Goal I – Make Investments that Transform Lives, Goal II – Foster Vibrant and Resilient Communities, and Goal III – Realize Tomorrow's Government Today. The spending plan focuses resources on some of the County's most challenging and complex issues, including but not limited to areas where health and economic conditions contributed to poor public health consequences during the pandemic. The proposed investments will be deployed using an equity tool and are brimming with the potential to positively impact the lives of those who rely on us, and to strengthen communities throughout the County - one community investment at a time. Finally, the proposed spending plan includes investments to support the County's infrastructure and to better position the County to address future challenges.

### **FISCAL IMPACT/FINANCING**

Approval of the proposed \$975.0 million spending plan would pay for a wide range of services and programs to support the County's pandemic recovery, including \$567.9 million for equity-focused programs, \$239.7 million to support an equitable and inclusive recovery, and \$167.4 million to ensure the County's fiscal stability and sustain vital safety net programs.

The spending plan includes \$65.0 million to pay costs associated with CEO-approved County disaster services worker programs and other COVID-19-related costs, as well as \$4.2 million to pay for mandated auditing and reporting, developing an equity tool, securing data visualization services, and launching a website that will enable the CEO to broadly share information related to how funds are deployed, by whom, and program outcomes.

The County must spend the ARP Fiscal Recovery Funds in strict compliance with federal law. The CEO, Auditor-Controller, County Counsel, and other departments are working closely to ensure appropriate fiscal oversight, accountability, auditing, and reporting of these funds. We do not anticipate any impact to the County General Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The ARP, effective March 11, 2021, is a comprehensive federal funding package adopted in response to the COVID-19 pandemic. Among many other provisions, the ARP provides \$350.0 billion in Fiscal Recovery Funds to support states, territories, counties, cities, and tribal governments, with \$65.1 billion dedicated specifically to counties. (See sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021.) The Los Angeles County region anticipates receiving approximately \$4.6 billion in Fiscal Recovery Funds, with the County expected to receive about \$1.95 billion, and each city within the County receiving its own share of the remaining \$2.65 billion. A table showing the County's and each city's estimated allocation is included as Attachment III.

The federal government will provide the Fiscal Recovery Funds in two equal payments. We received the first payment of approximately \$975.0 million, in May 2021 and placed the funds into the newly created ARP Act Trust Fund. We anticipate receiving the second payment, also approximately \$975.0 million, in May 2022.

The Fiscal Recovery Funds may be used for the following:

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

The U.S. Treasury provides guidance on the eligible and restricted usage of the Fiscal Recovery Funds through the Interim Final Rule (31 CFR Part 35), Treasury Compliance and Reporting Guidance, and Frequently Asked Questions.

## SPENDING PLAN OVERVIEW

If approved, this spending plan will program the full \$975.0 million in Fiscal Recovery Funds received to date. The plan distributes funding across three strategic pillars. Detailed information regarding each pillar is included below.

### FIRST PILLAR: EMERGING FROM THE PANDEMIC BETTER THAN BEFORE THROUGH EQUITY-BASED INVESTMENTS

The first strategic pillar includes \$567.9 million to ensure the County emerges from the pandemic better than before through equity-based programs.

This pillar recognizes that the Fiscal Recovery Funds represent a once-in-a-generation opportunity to address the County's most acute and impactful inequities and proposes investments to address the social determinants which contributed to poor public health outcomes during the pandemic. These investments include housing for people experiencing homelessness including through partnerships with cities (\$400.0 million), creation of more affordable housing (\$40.0 million), bolstering the Board's "Care First, Jails Last" vision (\$47.1 million), reducing the digital divide (\$12.0 million), and disrupting the cycle of poverty in communities that have historically been left out of intergenerational wealth gains (\$19.8 million).

In addition to other County investments in community-based support, including Care First and Community Investments (also known as Measure J investments), this pillar also provides direct grants to community-based organizations providing trauma prevention and violence disruption services (\$20.0 million); food and nutritional support, including formula and essential baby supplies (\$8.0 million); capacity building for justice-focused organizations (\$5.0 million) and immigrant-

focused organizations (\$3.5 million); youth workforce development (\$3.5 million); wealth-building in low-income and immigrant communities (\$3.5 million); financial support to microbusinesses in the street and sidewalk vending market (\$3.5 million); and legal representation for immigrants at risk of removal (\$2.0 million).

## SECOND PILLAR: BUILDING A BRIDGE TO AN EQUITABLE RECOVERY

County residents in low-income communities and communities of color have borne the brunt of the pandemic's negative impacts. This second pillar recognizes the need to deploy supportive services through an equity lens to jumpstart recovery for those who have suffered the most and are resourced the least.

This pillar invests \$239.7 million to provide financial and other services and programs to small businesses, entrepreneurs, and nonprofits (\$70.5 million); support for artists and professionals and organizations in the creative economy (\$21.25 million); create employment opportunities for workers and youth (\$37 million); protect tenants from eviction and homeowners from foreclosure (\$18.5 million); fund essential childcare, recreational, early education, and home visiting programs for families (\$49.13 million); further address trauma and violence (\$10.7 million); and provide additional food and nutritional resources (\$32.6 million).

## THIRD PILLAR: FISCAL STABILITY AND SOCIAL SAFETY NET

Throughout the pandemic, the County not only sustained but expanded its safety net programs to meet critical public health, economic, and social needs of our community, despite drastic revenue reductions and implementing approximately \$370.0 million in departmental curtailments last fiscal year. The third pillar recognizes the need to ensure the County's system of support to residents – the "safety net" – is on firm financial footing as we emerge from the pandemic.

This pillar proposes \$167.4 million to shore up the County's disaster services worker program (\$65.0 million), and expand the County Fire District's Advanced Provider Response Units, which pairs a nurse practitioner with a firefighter paramedic deployed to primarily under-resourced areas to reduce unnecessary ambulance transports and emergency room visits (\$8.1 million).

The pillar also complements other available funding by setting aside \$17.6 million for ethnic and hyperlocal media and community-based outreach such as the community health worker and promotores programs; backstops a sustained public health response to the COVID-19 emergency (\$22.5 million); establishes \$50.0 million for eligible capital costs for infrastructure that may be needed to meet the County's most serious public health challenges; and ensures funding for mandated audits and reporting, among other administrative costs (\$4.2 million).

## IMPACT OF AVAILABILITY OF OTHER FUNDING ON PROPOSED SPENDING PLAN

As we developed this proposed spending plan, we carefully considered other available funding and designed the spending plan to leverage and/or complement those funding sources.

We worked closely with partner departments, such as the Departments of Public Health (DPH) and Health Services and the Los Angeles County Development Authority, to identify and understand when the County will receive other federal and State funds available to support components of this spending plan. In order to stretch every federal and State dollar across all three pillars of this plan, we recommend funding amounts in this plan while seeking to leverage other additional funding intended for the same investment area. This plan's recommended investments in the public health

response and our approach to rent relief are examples.

In addition to the Fiscal Recovery Funds under ARP, the ARP provides additional, substantial funding to support vaccine distribution, testing and contact tracing, public health workforce, and emergency rental assistance, to name a few. For the public health response, the ARP includes \$14.0 billion to support vaccine distribution and administration across the country and \$7.5 billion for the Centers for Disease Control and Prevention (CDC) for vaccines—vaccines which will largely be used to support state and local public health departments, including DPH. DPH also receives funding from the CDC through the Epidemiology and Laboratory Capacity grant that supports some of the County's core public health responsibilities, such as contact tracing, outbreak management, health officer order enforcement, vaccine operations and community testing. Finally, the federal Consolidated Appropriations Act, 2021, also provided substantial funding to support pandemic response and recovery. We took these factors into consideration when determining the proposed funding allocation for the public health response.

Similarly, more than \$630.0 million in emergency rent assistance is available for County residents through separate ARP funding and the Consolidated Appropriations Act, 2021. We also took this into consideration when determining the recommended approach to protecting tenants in this spending plan.

Finally, the County continues to leverage disaster relief funding reimbursement through the Federal Emergency Management Agency (FEMA). However, FEMA has already terminated support for some programs and other programs are scheduled to sunset in September 2021.

## ENSURING EQUITY

On April 20, 2021, and again on July 13, 2021, your Board directed the CEO and County departments to employ an equity lens to deploy pandemic recovery funding and services. The CEO, through its Anti-racism, Diversity and Inclusion Initiative and in consultation with the Advancement Project, other community stakeholders, and County departments and agencies, is establishing foundational principles and an equity formula to guide each department's program planning to increase the likelihood that these objectives will be achieved. Pursuant to the Board's directives, outcomes and standardized equity metrics will be reported on a public-facing website that will be developed as program implementation commences.

## STATUS OF CARES ACT CORONAVIRUS RELIEF FUNDS (CRF)

As mentioned above, the County received approximately \$1.22 billion in CARES Act CRF through federal and State allocations and the Board approved the first CRF spending plan on July 21, 2020. The County used CRF to fund a wide variety of programs in direct response to the pandemic, including food relief, small business and restaurant grants, testing, contact tracing and public health surveillance, rent relief, childcare, and other supports. The Board amended the CRF spending plan twice to allocate available funding, and on May 4, 2021, the Board approved a final amended plan to allocate approximately \$102.1 million in available remaining CRF to pay for pandemic response costs incurred by the County and to bridge critical pandemic response programming until the County received its Fiscal Recovery Funds. The County's CRF is fully allocated and we expect it will be fully expended in the coming weeks.

## **ENVIRONMENTAL DOCUMENTATION**

The recommended actions, including approval for the proposed spending plan and proposed delegations, do not constitute a project under CEQA because they are activities that are excluded from the definition of a project by section 21065 of the California Public Resources Code and section 15378(b)(4) and (5) of the State CEQA Guidelines. The actions proposed are organizational or administrative activities of government which will not result in direct or indirect physical changes to the environment. Additionally, the actions involve the creation of a government funding mechanism that does not involve a commitment to a specific project that may result in a potentially significant impact on the environment.

In the alternative, approval of the recommended actions is statutorily exempt from CEQA under section 21080(b)(4) of the Public Resources Code and section 15269(c) as specific actions to prevent or mitigate an emergency due to the declared COVID-19 public health emergency.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The uses proposed by the spending plan are all specifically related to the County's COVID-19 response and recovery, and in that regard the services are new or modified to be specifically responsive to COVID-19. Timely expenditure of the ARP Fiscal Recovery Funds will depend in part on the County's ability to quickly standup delivery models, partner with community-based organizations, and leverage existing infrastructure to deliver new COVID-19-related services. Service levels for certain pre-COVID-19 County services may be impacted where the staff normally providing those services have been redeployed as disaster services workers or otherwise diverted to pandemic response and recovery programming. Service levels may also be impacted by the need to deploy even more County staff to support some of the new programs and services contemplated by the spending plan.

The Honorable Board of Supervisors

7/27/2021

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Fesia A. Davenport". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:MM

MM:EB:cg

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller

## ATTACHMENT I

# American Rescue Plan Summary

**OVERVIEW:** Phase one of Los Angeles County's American Rescue Plan will invest an unprecedented **\$975 million** in federal recovery funds to reshape and rebuild Los Angeles County as it emerges from a devastating pandemic.

The plan invests heavily—and directly—in hard-hit disadvantaged communities and advances innovative, equity-focused programs to address entrenched challenges ranging from homelessness and poverty to the unique needs of immigrants, small businesses, justice-involved individuals, and survivors of trauma, including domestic violence and hate crimes.

The funding in this plan represents the first phase of a **\$1.9 billion** allocation under the American Rescue Plan (ARP), with the remaining funding to be provided to the County in 2022.

This first phase is focused on programs to benefit our residents, businesses, and communities—and does not include any allocations to backfill the County's revenue losses, which will be addressed in the next phase.

**The plan is based on three strategic pillars, which create the foundation for a “Better Than Before” recovery in Los Angeles County.**

## STRATEGIC PILLAR 1

### Equity-Focused Investments

Allocation: **\$567.90 Million**

Addressing longstanding inequities in hard-hit and historically disadvantaged communities through urgent, transformative, and innovative investments.

## STRATEGIC PILLAR 2

### Building A Bridge to an Equitable Recovery

Allocation: **\$239.68 Million**

Deploying supportive services through an equity lens to jumpstart recovery in communities that have experienced the most severe impacts of COVID-19.

## STRATEGIC PILLAR 3

### Fiscal Stability and Social Safety Net

Allocation: **\$167.42 Million**

Sustaining and expanding key programs to ensure a strong safety net as we emerge from the pandemic.

## Highlights include:

More than **\$468 million** for housing and related services for people experiencing homelessness, for services to prevent people falling into homelessness, and for development of affordable housing.

More than **\$290 million** in direct community investments and partnerships with community-based organizations.

More than **\$89 million** to expand the system of care and reduce reliance on incarceration; support justice-focused community organizations; create jobs for justice-involved individuals; and address trauma and violence in communities. This ARP funding includes **\$47.1 million** for Care First, Jails Last programs, which will augment \$100 million in additional County funding for Care First and Community Investments (formerly Measure J.)

**\$12.5 million** to support immigrants and immigrant-focused community-based organizations that provide a broad range of services, including legal representation, wealth-building assistance and organizational capacity building—in addition to a broad range of other ARP-funded assistance, from nutrition to childcare to health outreach, intended to benefit immigrant and other high-need communities.

**\$70 million** for small businesses, entrepreneurs, and nonprofits hit hard by the pandemic.

# AMERICAN RESCUE PLAN – PHASE ONE SPENDING PLAN

– \$975.0 Million –

## FIRST PILLAR

### EMERGING FROM THE PANDEMIC BETTER THAN BEFORE THROUGH EQUITY-BASED INVESTMENTS

**\$567.9 million**

The American Rescue Plan represents a once-in-a-generation opportunity to address LA County's most urgent inequities. This first pillar, "Emerging from the Pandemic Better than Before through Equity-Based Investments," makes investments that will increase housing for people experiencing homelessness, create more affordable housing, resource the Board's "Care First, Jails Last" vision, reduce the digital divide, and build wealth in communities that have historically been left out of generational wealth gains.

#### 1.1 Housing for People Experiencing Homelessness - \$400.0 million

*Seize the moment to address LA County's urgent humanitarian crisis by creating or sustaining thousands of units of interim and permanent supportive housing and offering essential housing services for people experiencing homelessness.*

Program	Description	Allocation (\$Millions)
Project Homekey 2.0	Through the State's Project Homekey program, create new interim and permanent supportive housing for individuals and families with complex health or behavioral health conditions who are experiencing homelessness by acquiring new hotels, motels, and apartment complexes.	\$115.0
Conversion of Interim Housing Units to Permanent Housing	Fund the conversion of existing interim housing units owned by LA County into permanent housing units, including permanent supportive housing, to support the countywide permanent housing shortfall.	\$113.2
Permanent Supportive and Interim Housing	Create permanent supportive and interim housing for individuals and families with complex health or behavioral health conditions who are experiencing homelessness by constructing new modular, prefabricated, or container housing on LA County-owned or city-owned or leased property, and by the strategic renovation of existing LA County facilities.	\$100.0
Rental Subsidies for Permanent Supportive Housing	Create permanent supportive housing for individuals and families with complex health or behavioral health conditions who are experiencing homelessness by providing rental subsidies that can be used in the private rental market, for master leasing, and for project-based sites without rental subsidies, among other options, without any upfront capital costs.	\$30.0

Program	Description	Allocation
Intensive Case Management Services (ICMS) and Tenancy Support Services for Federal Voucher Holders	Provide Intensive Case Management Services (ICMS) and move-in assistance for approximately 1,500 federal subsidy recipients who are coming out of homelessness and matched to a permanent housing opportunity.	\$16.7
Homelessness Prevention	Support the Department of Health Services' (DHS) Housing for Health Homelessness Prevention Unit, a proactive, collaborative, data-driven effort to identify people in LA County who are at-risk of losing their housing and provide them with support services and flexible cash assistance to address an array of needs, including rent and utility arrears, and connection to mainstream services and benefits.	\$13.75
Interim Housing Operating Costs for Community-Based Sites	Support the operation of 261 interim housing beds in 10 different sites located throughout LA County, including at three new Recuperative Care Centers opened on DHS hospital campuses in response to COVID-19.	\$6.0
Interim Housing Operating Costs for Safe Landing Site	Support the Safe Landing Program, which provides interim supportive housing to people experiencing homelessness who can be diverted from jail or from the emergency room, including 24/7 admissions and onsite health and mental health clinical assessment and care.	\$4.25
Safe Parking	Establish five 20-space Safe Parking Program sites, one in each Supervisorial District, that would operate from January 2022 to December 2024 (24-months).	\$1.1
		<b>\$400.0</b>

**1.2 Reduce the Affordable Housing Shortfall - \$40.0 million**

*Reduce the Countywide affordable housing shortfall by investing in private affordable housing developments.*

Program	Description	Allocation
Funding New Private Sector Affordable Housing Development	Supplement the annual Notice of Funding Availability, administered by the Los Angeles County Development Authority (LACDA), with additional funds to support more affordable housing developments in LA County.	\$40.0
		<b>\$40.0</b>

**1.3 Care First, Jails Last - \$47.1 million**

*As a complement to Board-driven efforts to reverse the trajectory of a jails-first approach, including the Alternatives to Incarceration Initiative and Care First and Community Investments (formerly Measure J), expand the system of care, support decarceration, and provide community-based diversion, treatment, and reentry as an alternative to jails.*

<b>Program</b>	<b>Description</b>	<b>Allocation</b>
Alternative Crisis Response	Jumpstart the Alternative Crisis Response, a multiagency effort led by mental health professionals and first responders to promote the appropriate care and treatment of people in crisis as a primary alternative to a law enforcement response or jail.	\$18.5
System of Care Expansion	Expand the LA County's community-based system of care for people experiencing serious mental illness and substance use disorder by facilitating service providers' capabilities and capacity.	\$10.5
Job Programs for Reentry Populations	Provide a variety of job placement programming for individuals returning from serving sentences in jail or prison, with a focus on women and the LGBTQI+ community, including the Careers for a Cause, Skills and Experience for the Careers of Tomorrow (SECTOR), and Fire Camp programs.	\$8.6
ODR Interim Housing Beds	Extend funding for the Office of Diversion and Reentry's (ODR) "Covid19 Jail Release," which are interim housing beds to provide housing for people who are experiencing homelessness and have severe mental illness and physical health issues who were released during pandemic-caused jail decompression.	\$5.0
Mapping Resources for Justice-Involved Populations	Develop a resource map of service networks for justice-involved individuals to identify assets and deficits that will inform the development of programs and services and raise awareness of the existence of these programs and services for this population.	\$1.5
Bed Availability Navigator System	Develop a mobile application (app) for first responders and system navigators that will conduct a needs-assessment, identify the nearest available appropriate facility, and facilitate the person's transport and intake.	\$1.5
Arts for Justice-Involved Youth	Support arts community-based organizations to provide arts for justice-involved youth in LA County detention and in justice- and system-impacted communities as a prevention measure, and fund organizations whose programs are deployed through a justice lens.	\$1.5

**\$47.1**

**1.4 Digital Divide - \$12.0 million**

*Attack the Digital Divide so that all LA County residents can enjoy educational and economic opportunities and prosperity.*

<b>Program</b>	<b>Description</b>	<b>Allocation</b>
Library Laptop and Hotspot Lending and WorkReady Programs	Add 1,400 Chromebook kits to the LA County Library's existing Laptop & Hotspot Loan program and fund necessary equipment, software, and licenses, with a focus on low-income communities and communities of color with limited access to broadband internet and devices.	\$3.4
Delete the Divide Initiative	Led by the Internal Services Department (ISD) and through an innovative public-private partnership model, Delete the Divide seeks to unify efforts to provide youth in disadvantaged communities with direct access to modern technologies, as well as, training and support services, educational programs, technical certifications, job shadowing, mentoring, corporate tours, paid work experience, academic scholarships, practical hands-on experience, and pathways to well-paying careers.	\$2.9
LA Community Impact Hubs	In partnership with the Greater LA Education Foundation, the Los Angeles County Office of Education (LACOE), private sector partners and nonprofits, support Teen Tech Centers as after-school spaces equipped with cutting-edge technology and staffed by youth development professionals who provide a safe, supporting learning environment.	\$2.0
Public Wi-Fi at LA County Parks	Install public Wi-Fi at 36 LA County parks that serve communities hardest hit by the pandemic and with the lowest rates of home broadband access.	\$1.5
LA County Library "Park and Connect" Program	Expand the Library's "Park and Connect" program by installing outdoor Wi-Fi antennas at 55 LA County libraries, which will offer public internet access in the library parking lots and adjacent public spaces.	\$1.5
Building a Better Connection for Older Adults	Through a partnership with the Department of Workforce Development, Aging and Community Services (WDACS) and the Aging Network, the program will provide a tablet computer designed for use by older adults, along with internet connection, technical assistance, and ongoing support.	\$0.7
		<b>\$12.0</b>

**1.5 Breaking the Cycle of Intergenerational Poverty - \$19.8 million**

*Disrupt the cycle of poverty by building intergenerational wealth in communities with historically limited economic opportunities and relatively poor health and educational outcomes.*

Program	Description	Allocation
Guaranteed Basic Income	Launch a Guaranteed Basic Income Pilot Program to improve the financial stability of populations most impacted by COVID by reducing destabilizing and catastrophic income volatility.	\$16.3
Volunteer Income Tax Assistance (VITA) for People Experiencing Homelessness	Work with homeless services providers to increase tax filings for homeless and formerly homeless individuals and families, prioritizing meeting the deadline for non-filers to receive federal and state stimulus checks.	\$2.3
Financial Coaching Partnerships	Establish a network of financial ambassadors to provide financial coaching and debt avoidance services for LA County residents impacted by COVID-19.	\$1.2
		<b>\$19.8</b>

**1.6 Direct Community Investments - \$49.0 million**

*As a complement to other LA County efforts to fund community-based support and recovery, including Care First and Community Investment (formerly Measure J), work with a third-party administrator(s) to resource community-based organizations that provide pandemic recovery services related to justice-involved populations, healthy communities, and economic and workforce development.*

Program	Description	Allocation
Trauma Prevention Partnerships	Grants to community-based organizations to support crisis response, violence disruption, and gang prevention and intervention.	\$20.0
Community Food Resource Grants	Grants to community organizations producing, distributing, or promoting culturally relevant food and services, including baby formula and essential supplies like diapers, to families who are unable to access or fully utilize sufficient food from other programs.	\$8.0
Capacity-Building Grants for Justice-Focused Community-Based Organizations	Grants to justice-focused community-based organizations to support strategic planning and assessment of post-pandemic programmatic operations, as well as strengthening fiscal, development, and fundraising capacity.	\$5.0

Program	Description	Allocation
Grants to Support Youth Workforce Development	Grants to organizations focused on creating jobs and career pathways for youth through direct grants, with a focus on youth in communities with disparate health and educational outcomes.	\$3.5
Grants to Community-Based Organizations Focused on Financial Wellbeing and Wealth Building in Low-Income and Immigrant Communities	Grants to community-based organizations and community development financial institutions that serve LA County's low-income communities of color, with a focus on intergenerational wealth-building, financial coaching, and homeownership.	\$3.5
Street Vending Collaborative for Health, Safety, and Economic Mobility	In partnership with community-based organizations that work closely with sidewalk vendors, launch a linguistically competent and culturally affirming campaign to educate vendors about public health and other regulatory standards, including safety measures to prevent the spread of COVID-19, and connect vendors with financial support necessary to obtain code-compliant carts and equipment.	\$3.5
Capacity Building for Immigrant-Focused CBOs	Grants to immigrant-focused community-based organizations to grow post-pandemic programmatic, fiscal, and fundraising capacity.	\$3.5
Legal Representation for Immigrants at Risk of Removal	To help stabilize the cultural and economic fabric of immigrant communities, support nonprofit legal services providers and community-based organizations that ensure due process to immigrants at risk of removal.	\$2.0
		<b>\$49.0</b>

## SECOND PILLAR

### BUILDING A BRIDGE TO AN EQUITABLE RECOVERY

**\$239.68 million**

The pandemic has caused untold harms in our County, but those living in low-income communities, communities of color, and places with relatively poor social determinants of health have borne the brunt. This second pillar, “Building a Bridge to an Equitable Recovery,” recognizes the need to deploy supportive services through an equity lens to jumpstart recovery for those who have suffered the most.

#### 2.1 Small Businesses, Entrepreneurs, and Nonprofits - \$70.5 million

*Stabilize small businesses and entrepreneurs who are the cultural and economic engines of LA County, with a focus on investments in small businesses and entrepreneurs who have been excluded from past opportunities due to institutional racism, redlining, and language and cultural barriers; and support nonprofits that extend LA County’s critical safety net infrastructure and played an outsized role in LA County’s COVID-19 response.*

Program	Description	Allocation
LA Regional COVID Fund: Small and Microbusiness Grants	Expand upon the success of the LA Regional COVID Fund by providing additional grant opportunities to small businesses and microentrepreneurs, including veteran-owned businesses and disadvantaged businesses.	\$20.0
LA Regional COVID Fund: Nonprofit Grants	Expand upon the success of the LA Regional COVID Fund by providing additional grant opportunities to nonprofits that provide safety net services in communities hardest hit by the pandemic.	\$15.0
Economic Mobility Initiative	In partnership with community development financial institutions and community-based organizations, target investment in communities with high proportions of disadvantaged businesses and close the gender gap in entrepreneurship to reduce poverty, create jobs, and spur growth and innovation, including but not limited to the creation of an entrepreneurship academy, mentorship, technical assistance, capacity building, revolving loan funds, recovery navigators, and other critical supports.	\$15.0
Keep LA Dining	Extend and expand LACDA’s existing restaurant grant program, with a focus on equitable distribution of funding to preserve businesses in communities that lack access to traditional forms of capital.	\$10.0
Small Business Rent Relief	Support small businesses (and their landlords) in unincorporated areas who are struggling to pay rent due to COVID-19.	\$7.5

Program	Description	Allocation
Legal Aid for Small Business Owners	In partnership with nonprofit legal services providers, offer legal advice and landlord-tenant support for income-qualified small businesses.	\$1.5
"Shop Local" Campaigns	Partner with local chambers of commerce on hyperlocal campaigns to encourage consumers to return to vital small business corridors, with emphasis on the unincorporated areas.	\$1.0
Safer at Work	Extend and expand the Safer at Work campaign, a public education campaign to improve compliance with public health orders, and the PPE for Small Business Program, which provides much needed personal protective equipment to micro and small enterprises.	\$0.5
		<b>\$70.5</b>

**2.2 Arts and the Creative Economy - \$21.25 million**

*Address the impacts of the pandemic on the arts and the creative economy, one of the most economically significant and hardest-hit sectors, while leveraging the unique capacity of arts and culture to catalyze our region's economic recovery, civic connectivity, and community wellbeing.*

Program	Description	Allocation
Arts Relief and Recovery Grants to Nonprofits and Individuals	An arts recovery grant fund to support nonprofit arts organizations and social service/social justice organizations that engage the arts to meet the needs of their often-vulnerable constituents to support recovery due to COVID-19 related closures, interruptions, losses, and new health protocols.	\$12.0
Creative Works Jobs for Artists	Engage artists, intermediaries, and cultural organizations to develop artist-led projects and public programs.	\$5.0
Reopening Culture, Tourism, and Marketing Initiative	Partner with the cultural community, as well as LA Tourism, Metro, and other agencies, on a communications outreach campaign to increase information, marketing, and promotion of arts and cultural activities in the LA County region. This effort would also provide funding and other marketing support to diverse arts organizations and ethnic media; strengthen digital and communications infrastructure and assets used to promote arts and culture in a regional campaign to boost reopening and to support the recovery of the arts and creative economy.	\$1.9

Program	Description	Allocation
Creative Career Pathways for Youth	Funding for programs at LA County Parks' Innovation Labs that prepare youth for careers in arts and media, so that youth who have historically experienced barriers to accessing these careers are job-ready as the economy recovers and stabilizes.	\$1.6
Arts Education Program for Vulnerable LA County Schools	Support innovative programs offered by the Los Angeles County Museum of Art (LACMA) in partnership with schools, public libraries, community centers and artists, including Creative Classrooms, Communities Create LA!, Mobile Arts, K-12 Free Transportation, Evenings for Educators, and Teaching Artist Training	\$0.75
		<b>\$21.25</b>

**2.3 Employment Opportunities for Workers and Youth - \$37.0 million**

*Create opportunities for under-skilled and hard-to-employ workers to secure employment in the post-pandemic economy, with an emphasis on workforce development opportunities for LA County's youth.*

Program	Description	Allocation
Pandemic Recovery Rapid Reemployment	In partnership with community-based organizations, labor, and educational partners, support individuals and businesses in the economic recovery through immediate, rapid re-employment, targeting recovery-focused industries.	\$20.0
High Road Training Partnerships	Expand and build new pre-apprenticeships and apprenticeships in the areas of health care, advanced manufacturing, construction, film and digital media, early childhood education and early care, social/human services, transportation and warehousing, bioscience, and information technology.	\$9.0
Youth@Work	Increase capacity for the Youth@Work program, which offers youth in priority populations, including but not limited to foster, probation, and LGBTQI+ youth, paid enrichment training, and work experience in public, non-profit, and private organizations in high-growth industry sectors.	\$5.0

Program	Description	Allocation
Fair Chance Campaign	Provide funding for the existing Fair Chance Campaign to increase employment of justice-involved individuals, while also providing incentives to employers.	\$2.0
Wraparound Services for Critical Employment Initiatives	Support rapid re-employment and high-road training partnerships by offering wraparound supports while in training, including stipends, childcare, mentoring, support with housing, help with technology barriers, and other case management.	\$1.0
		<b>\$37.0</b>

**2.4 Stable Housing - \$18.5 million**

*Complement substantial existing federal and state rental relief and homeowner resources with hyperlocal financial support and outreach to ensure those most at risk of eviction and disruptive displacement remain in their homes.*

Program	Description	Allocation
Stay Housed LA County	Expand and sustain Stay Housed LA County, a first-of-its-kind partnership between LA County, community-based organizations, and nonprofit legal services providers to provide outreach, education, full-scope legal representation, and emergency rental assistance to low-income residents facing eviction.	\$12.0
LA County Mortgage Relief Partnership	As a complement to state and federal mortgage relief, offer United States Department of Housing and Urban Development (HUD)-certified foreclosure prevention counseling and mortgage relief to property owners of 1-4 units and financial assistance for residents in areas of naturally occurring affordable housing, with a high risk of displacement and gentrification.	\$5.0
Landlord-Tenant Mediations	Through a partnership led by WDACS with the Department of Consumer and Business Affairs (DCBA), city agencies, and community-based organizations, provide additional funding and capacity to help landlords and tenants arrive at mutually agreeable outcomes to avoid disruptive displacements resulting from pandemic-related economic hardships.	\$1.0
Tenant Protections Hotline and Small Claims Advisor Program	Provide additional funding for DCBA's Tenant Protections Hotline and its Small Claims Advisor program as they field inquiries from tenants and landlords seeking to understand their rights and responsibilities, as well as the required judicial process under new state laws for unpaid rent during the pandemic.	\$0.5
		<b>\$18.5</b>

**2.5 Healthy Families - \$49.13 million**

*Support LA County families by funding our network of childcare providers, creating healthy childhood environments, and providing families with needed support to thrive post-pandemic.*

<b>Program</b>	<b>Description</b>	<b>Allocation</b>
Childcare Providers Grants and Incubator Program	Expand the existing Child Care Provider Grant program offered by LACDA and establish a training institute to provide entrepreneurial and industry-specific training for individuals who want to launch childcare provider businesses, and support individuals to hire qualified employees. Institute graduates would receive startup grant funding for their businesses.	\$20.0
Home Visiting Services	Through the Department of Public Health’s (DPH) Maternal, Child, and Adolescent Health Programs, provide supportive home-based visitation services to high-risk, low-income pregnant and parenting families, including perinatal and parental support, education, and empowerment; regular screenings and assessments for mental health symptoms and early child developmental delays; as well as referrals and linkages to community and government services.	\$9.2
Recreation and Aquatics at LA County Parks	Address the devastating impacts of COVID-19 and provide much-needed healing and community connection through youth recreational and aquatics programming at LA County parks in areas most impacted by the pandemic.	\$8.8
Healthy Food Kickstart Program	Provide grants and technical assistance to entrepreneurs seeking to establish healthy food outlets in low-income communities and communities of color to support the long-term resiliency of the healthy food supply chain in those communities.	\$5.0
Nurse Family Partnership	Supplement funding for DPH’s Nurse-Family Partnership Program, which provides regular visits by specially trained nurses for young, first-time mothers and mothers-to-be in foster care starting in early pregnancy and continuing through the child’s second birthday.	\$2.7
Market Match	Provide grants to Market Match or similar healthy food incentive programs to subsidize the purchase of healthy food among low-income families, reducing the effect of economic pressure to purchase unhealthy food.	\$2.0

Program	Description	Allocation
LA County Library Early Literacy and Education	Support LA County Library early literacy and educational programs, including the LA County Library's Student and Tutors Reading Achieving Success (STARS), the Reading Machine program, the LA County Library MakMo, and the School Readiness Program	\$1.43
		<b>\$49.13</b>

**2.6 Addressing Trauma and Violence - \$10.7 million**

*Address the devastating impacts of violence and trauma, which have been exacerbated by the economic and isolating effects of the pandemic.*

Program	Description	Allocation
Domestic Violence Shelter-Based Program	Provide supplemental funding to 18 contracted agencies to provide 24-hour shelter, food, clothing, basic needs, case management and counseling to survivors of domestic violence.	\$8.0
Small Dollar Loans and Grants for Domestic Violence Survivors	Provide survivors of domestic violence with small-dollar grants and interest-free loans to pay for relocation expenses, medical bills, and other costs necessary to secure financial independence.	\$1.4
Increase Capacity to Address Pandemic-Related Hate	Led by WDACS's Human Relations Commission, fund efforts to address and end hate, bias, and discrimination, with a focus on Asian Americans and Pacific Islanders and Native Hawaiian and Pacific Islander (AAPI/NHPI) communities subjected to increased hate-based violence as a result of the COVID-19 pandemic.	\$1.0
Domestic Violence Experts for DCFS Hotline	Co-locate domestic violence experts at the Department of Children and Family Services (DCFS) Hotline to educate hotline operators about the nuances of working with sufferers of domestic violence and assist hotline operators screen callers in real time.	\$0.3
		<b>\$10.7</b>

**2.7 Food Resources - \$32.6 million**

*Provide for the basic needs of individuals, families, and older adults so they can focus on their personal pandemic recovery journeys.*

<b>Program</b>	<b>Description</b>	<b>Allocation</b>
Elder Nutrition Program+	Additional support for WDACS' Elder Nutrition Program+, which provides free nutritious meals to low-income seniors, operated in partnership with community-based and nonprofit organizations.	\$17.3
Grocery Voucher Program	Through an existing public-private partnership involving over 40 community-based organizations, provide grocery gift cards (either physical or online app) to low-income individuals and families who do not qualify for CalFresh or other long-term food support programs.	\$10.0
Food for People Experiencing Homelessness	Continue the existing program, administered by DHS in partnership with LAHSA, the Department of Mental Health (DMH), and nonprofit service providers, to distribute bagged meals to people experiencing homelessness using homeless outreach workers to reduce potential for COVID spread.	\$4.8
Food Assistance Awareness Campaign	Extend an existing LA County communications program to implement paid media campaigns and increase public awareness of sustainable food assistance programs.	\$0.5
		<b>\$32.6</b>

## THIRD PILLAR

### FISCAL STABILITY AND SOCIAL SAFETY NET \$167.42 million

Throughout the pandemic, LA County not only sustained but expanded its safety net programs to meet critical public health, economic, and social needs of our community, despite drastic revenue reductions and departmental curtailments. The third pillar, "Fiscal Stability and Social Safety Net," recognizes the need to ensure LA County's infrastructure of last resort – the "safety net" – is on firm financial footing as we emerge from the pandemic.

#### 3.1 Shoring Up LA County's Safety Net - \$77.32 million

*Shore up LA County's safety net by funding critical pandemic-related services.*

Program	Description	Allocation
Disaster Services Workers and Pandemic-Related Costs	Fund LA County's ongoing disaster services worker program, which provides essential services, from support for people experiencing homelessness, to food distribution, to the distribution of personal protective equipment and other critical supplies, and pay for COVID-19-related costs incurred by departments to meet public health mandates.	\$65.0
Advanced Provider Response Units (APRU)	Expand funding for the Fire District's APRU program, which partners a nurse practitioner with a firefighter paramedic on a specialty response unit that targets low-acuity patients, primarily in underserved areas, in an effort to treat patients in place and reduce unnecessary ambulance transports and Emergency Room visits.	\$8.1
Administrative Costs	Funding for centralized administrative costs, including equity tool development, website design, data, auditing, and associated costs.	\$4.22

**\$77.32**

#### 3.2 Hyperlocal and Community-Based Outreach - \$17.6 Million

*Push information regarding services and resources to the community, through community members, to ensure equitable access to all.*

Program	Description	Allocation
Community-Based Outreach	Support for community-based partnership, <i>promotores</i> programs, community health workers, and community ambassador programs to ensure local communities are aware of recovery resources and services as they emerge from the pandemic.	\$15.0

Program	Description	Allocation
Ethnic and Hyperlocal Media	Continue investments in and outreach to hyperlocal and ethnic media outlets to push critical pandemic and recovery information to all communities and sustain ethnic media competencies and connections established by the LA County Joint Information Center.	\$2.6
		<b>\$17.6</b>

**3.3 Support the Sustained Public Health Response to COVID-19 - \$22.5 million**

*Support a sustained public health response to ensure all residents are safe from COVID-19.*

Program	Description	Allocation
Public Health Emergency Funding	Support the public health response to critical and emerging pandemic needs where no other funding source is available, including but not limited to quarantine and isolation housing, surveillance, and contact tracing.	\$20.0
Sanitation Services for People Experiencing Homelessness	Provide sanitation and garbage collection services for people experiencing homelessness to ensure clean public spaces and prevent the spread of disease.	\$2.5
		<b>\$22.5</b>

**3.4 Capital Programs - \$50.0 million**

*Fund capital costs for the infrastructure necessary to meet LA County's most serious challenges.*

Program	Description	Allocation
Capital Programs	Fund one-time capital construction costs for projects that increase LA County's capacity to provide public health, health care, alternatives to incarceration, and safety net services.	\$50.0
		<b>\$50.0</b>

**ATTACHMENT III**

AMERICAN RESCUE PLAN ACT  
Estimated Funding for LA County and Its Cities

As of July 23, 2021

Los Angeles County and 88 City Allocations - American Rescue Plan - Coronavirus State and Local Fiscal Recovery Funds						
Jurisdiction	Allocations - Treasury Dept./CA DOF (in millions)	Jurisdiction	Allocations - Treasury Dept./CA DOF (in millions)	Jurisdiction	Allocations - Treasury Dept./CA DOF (in millions)	
Agoura Hills	\$ 4.84	Hawaiian Gardens	\$ 3.39	Pasadena	\$ 52.63	
Alhambra	\$ 21.85	Hawthorne	\$ 30.52	Pico Rivera	\$ 14.77	
Arcadia	\$ 8.86	Hermosa Beach	\$ 4.62	Pomona	\$ 45.37	
Artesia	\$ 3.97	Hidden Hills	\$ 0.45	Rancho Palos Verdes	\$ 9.93	
Avalon	\$ 0.88	Huntington Park	\$ 29.60	Redondo Beach	\$ 6.80	
Azusa	\$ 11.95	Industry	\$ 0.48	Rolling Hills	\$ 0.44	
Baldwin Park	\$ 22.92	Inglewood	\$ 31.76	Rolling Hills Estates	\$ 1.93	
Bell	\$ 8.50	Irwindale	\$ 0.35	Rosemead	\$ 17.88	
Bell Gardens	\$ 10.05	La Cañada Flintridge	\$ 4.79	San Dimas	\$ 8.04	
Bellflower	\$ 21.46	La Harba Heights	\$ 1.55	San Fernando	\$ 5.82	
Beverly Hills	\$ 8.08	La Mirada	\$ 11.53	San Gabriel	\$ 9.54	
Bradbury	\$ 0.26	La Puente	\$ 9.48	San Marino	\$ 3.12	
Burbank	\$ 25.55	La Verne	\$ 7.65	Santa Clarita	\$ 35.15	
Calabasas	\$ 5.70	Lakewood	\$ 11.31	Santa Fe Springs	\$ 4.22	
Carson	\$ 17.78	Lancaster	\$ 36.34	Santa Monica	\$ 28.57	
Cerritos	\$ 6.27	Lawndale	\$ 7.75	Sierra Madre	\$ 2.58	
Claremont	\$ 8.68	Lomita	\$ 4.86	Signal Hill	\$ 2.73	
Commerce	\$ 3.03	Long Beach	\$ 135.75	South El Monte	\$ 4.92	
Compton	\$ 34.43	Los Angeles	\$ 1,278.90	South Gate	\$ 34.56	
Covina	\$ 11.35	Lynwood	\$ 24.45	South Pasadena	\$ 6.06	
Cudahy	\$ 5.64	Malibu	\$ 2.83	Temple City	\$ 8.57	
Culver City	\$ 9.37	Manhattan Beach	\$ 8.42	Torrance	\$ 24.07	
Diamond Bar	\$ 6.83	Maywood	\$ 6.45	Vernon	\$ 0.26	
Downey	\$ 25.44	Monrovia	\$ 8.69	Walnut	\$ 7.10	
Duarte	\$ 5.09	Montebello	\$ 16.76	West Covina	\$ 19.57	
El Monte	\$ 42.56	Monterey Park	\$ 15.04	West Hollywood	\$ 8.73	
El Segundo	\$ 3.97	Norwalk	\$ 28.05	Westlake Village	\$ 1.97	
Gardena	\$ 15.00	Palmdale	\$ 35.45	Whittier	\$ 16.36	
Glendale	\$ 43.52	Palos Verdes Estates	\$ 3.18	LA County	\$ 1,949.97	
Glendora	\$ 7.53	Paramount	\$ 18.90			
Subtotal	\$ 401.36	Subtotal	\$ 1,779.30	Subtotal	\$ 2,331.66	
					Total	\$ 4,512.32

**AMERICAN RESCUE PLAN ACT OF 2021**

**AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND 211-LA**

**Increasing Capacity To Address Pandemic Related Hate  
By Providing Hate Act Reporting Line & Care Coordination Services**

THIS AGREEMENT ("Agreement") is made and entered into on July 1, 2022 ("Effective Date") by and between the County of Los Angeles, through its Executive Office of the Board of Supervisors hereinafter referred to as "County", and Subrecipient, with County and Subrecipient individually referred to as "Party" or collectively as "Parties."

**WHEREAS**, on March 4, 2020, the Chair of the County Board of Supervisors ("Board") proclaimed existence of a local health emergency regarding novel coronavirus ("COVID-19") in Los Angeles County;

**WHEREAS**, on March 11, 2021, the American Rescue Plan ("ARP") Act was signed into law, which amended Title IV of the Social Security Act 17 to add Section 603 establishing the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF");

**WHEREAS**, County has received a direct payment of ARP Act funds from the Treasury, which may only be used to cover costs incurred beginning March 3, 2021, and ending December 31, 2024, with all payments made by December 31, 2026:

1. To respond to the public health emergency with respect to COVID-19 or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year prior to the emergency; or
4. To make necessary investments in water, sewer or broadband infrastructure;

**WHEREAS**, the U.S. Treasury ("Treasury") has issued a Final Rule 31 (Code of Federal Regulations ("CFR") Part 35), Compliance and Reporting Guidance SLFRF, and SLFRF Frequently Asked Questions that provide additional guidelines and instructions and apply equally to County and any contractors or subrecipients receiving ARP Act funds;

**WHEREAS**, on July 27, 2021, the County's Board adopted a spending plan ("Spending Plan") totaling \$975.0 million for COVID-19 related expenditures ("ARP Funds");

**WHEREAS**, on November 30, 2021, the County's Board delegated authority to the Chief Executive Officer ("CEO"), or designee, to execute agreements and any and all amendments under the ARP Spending Plan; and

**WHEREAS**, County seeks to enter into this Agreement with Subrecipient to reflect County's allocation of ARP Funds in the amount of \$165,000.00 to the Subrecipient for the purpose of carrying out part of the ARP award by Increasing Capacity To Address Pandemic Related Hate subject to all the conditions and restrictions required by the ARP Act.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

**1.0 TERM OF AGREEMENT**

The term of this Agreement shall commence upon the Effective Date and shall continue until all of the Parties' obligations under this Agreement are fully satisfied, but in any event no later than December 31, 2022, unless sooner terminated or extended by County.

**2.0 ENTIRE AGREEMENT**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the complete and exclusive statement of understanding between the Parties and supersedes all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless properly executed in accordance with this Agreement.

**3.0 USE OF ARP FUNDS**

3.1 PROJECT FUNDS. Subrecipient shall receive a portion of County's allocation of the ARP Funds up to \$165,000.00 ("Project Funds") to Increase Capacity To Address Pandemic Related Hate ("Project") pursuant to Exhibit A, Project Description, Exhibit B, Pricing Schedule, and Exhibit C, Notice of Federal Subaward Information which are attached hereto and incorporated by reference, during the period that begins on March 3, 2021, and ends on December 31, 2026 ("Covered Period"). All Project Funds made to the Subrecipient are subject to the terms and conditions set forth in this Agreement and Exhibit C, American Rescue Plan Act Requirements, attached hereto and incorporated by reference. In no instance shall the County be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs or expenses.

3.1.1 Subrecipient shall invoice County only for the Project and other work specified in Exhibit A, Statement of Work, in accordance with the ARP Act, Treasury regulations, guidelines, and instructions, and this Agreement. Subrecipient's payments shall be as provided in Exhibit B, Pricing Schedule, and Subrecipient shall be paid only for work approved in writing by County. If County does not approve work in writing, no payment shall be due to Subrecipient for that work. Subrecipient shall submit monthly invoices to County by the 15th calendar day of the month following the month of service. Subrecipient's invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Invoices must comply with any requirements imposed

by Exhibit C, American Rescue Plan Act Regulatory Requirements, including identification of any work using ARP Funds.

3.1.2 Subrecipient shall return Project Funds to County if County determines, in its sole discretion, any or all of the following occurs: (1) Subrecipient is unable to expend the Project Funds within the applicable deadlines provided herein; or, (2) Subrecipient has expended Project Funds not in accordance with this Agreement and the ARP Act, including but not limited to, current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").

3.1.3 Project Funds provided to Subrecipient are to be used to provide Services in response to the COVID-19 public health emergency or its negative economic impacts according to this Agreement and incorporated Exhibits and in accordance with Treasury Laws and Regulations.

3.1.4 Federal Award Information:

1. Subrecipient's DUNS Number: 023187396
2. Federal Award Identification Number (FAIN): SLFRP0137
3. Federal Award Date: July 1, 2022
4. Subaward Period of Performance Start and End Date: July 1, 2022 – December 30, 2022
5. Amount of Federal Funds Obligated to Subrecipient: \$165,000
6. Total Amount of Federal Funds Obligated to Subrecipient: \$165,000
7. Total Amount of Federal Award: \$165,000
8. Federal Award Project Description: **Coronavirus State and Local Fiscal Recovery Funds**
9. Name of Federal Award Agency: **Department of the Treasury**
10. Assistance Listing Number: **21.027**
11. Identification of Whether the award is Research and Development (R&D): **Award is not R&D**
12. Indirect Cost Rate: **A de minimis of up to 10% unless there is an accepted negotiated rate accepted by all federal awarding agencies.**

3.2 **EXPENDITURES.** Project Funds expenditures made by Subrecipient in connection with this Agreement shall be in strict compliance and conformity with Treasury Laws and Regulations. Project Funds expenditures incurred must be for activities responding to the COVID-19 public health emergency or its negative economic impacts.

- 3.3 ADMINISTRATION COSTS. Subrecipient agrees to refund any unused portion of the Project Funds, including any interest earned on the Project Funds, upon completion or termination of this Agreement, less any administration costs. Such administrative costs shall be in conformance with applicable Treasury Laws and Regulations and related provisions of the Federal Uniform Guidance, including, but not limited to, 2 CFR 200.414. Eligible indirect costs are based on:
- 3.3.1 The negotiated indirect cost rate ("NICRA") approved by its cognizant agency for the Fiscal Year application to this Agreement; or,
- 3.3.2 If Subrecipient has never received a negotiated indirect cost rate from a Federal Agency, a de minimis rate of ten percent (10%) of Modified Total Direct Costs ("MTDC") as defined in 2 CFR 200.68.
- 3.4 SOURCE AND APPROPRIATION OF ARP FUNDS. County's obligation is payable only and solely from ARP Funds appropriated through Treasury, and for the purpose of this Agreement. This Agreement will automatically terminate for convenience per the terms of this Agreement In the event the Board has not appropriated future ARP Funds for this Project. County will endeavor to notify Subrecipient in writing within ten (10) days of receipt of the non-appropriation notice.
- 3.5 IMPROPER USE OF ARP FUNDS. Subrecipient shall only use Project Funds in accordance with this Agreement and Subrecipient's improper use of Project Funds, as determined by CEO, or designee, shall constitute a material breach of contract upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.

#### 4.0 COMPLIANCE WITH LAWS

By entering into this Agreement and thereby accepting the allocation of Project Funds, the Subrecipient agrees to comply with and implement this Agreement in a manner satisfactory to the County and Treasury and consistent with all Treasury Laws and Regulations that may be required from time to time as a condition of the County providing the Project Funds, including but not limited to, all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement and Treasury Laws and Regulations.

- 4.1 COUNTY LAWS. Subrecipient must comply with all County laws and policies.
- 4.2 LAWS, REGULATIONS AND GUIDELINES. This Agreement is subject to and incorporates the terms of the ARP Act; Treasury Laws and Regulations, 2 CFR Part 25, Universal Identifier and System for Award Management; as well as, 2 CFR Part 170, Reporting Subaward and Executive Compensation Information; 2 CFR Part 200, General Provisions (Subpart B), Pre-Federal Award Requirements and Contents of Federal Awards (Subpart C), Post Federal; Award Requirements (Subpart D), Cost Principles (Subpart E), and Audit Requirements for Federal

Awards (Subpart F); County Auditor-Controller Contract Accounting and Administration Handbook; and, all amendments or successor laws, regulations, or guidelines thereto.

## **5.0 CONFIDENTIALITY**

Subrecipient must comply with all applicable federal, State, and local laws and regulations pertaining to confidentiality of records. Subrecipient shall keep confidential all reports, information and data received, prepared and/or assembled pursuant to performance hereunder. Subrecipient shall use such information solely for the Project hereunder and shall not make it available to any person, firm, corporation or entity without the prior written consent of County. Subrecipient shall ensure compliance with the provisions of this Paragraph by its contractors and any other persons or entities providing services for or on behalf of Subrecipient.

## **6.0 REPORTS AND AUDITS**

6.1 Subrecipient must comply with new, amended, and revised laws, regulations and guidelines that apply to the performance of this Agreement. Compliance with this Paragraph and any reporting or auditing requirements shall be at no additional cost to County, unless authorized in writing. These requirements include, but are not limited to:

6.1.1 Subrecipient will keep and maintain all records and documents associated with the Services in order to support the requirements of the ARP Act to meet auditing standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the "Super Circular" or "Uniform Guidance," Subpart F – Audit Requirements. Catalog of Federal Domestic Assistance ("CFDA") number 21.027.

6.1.2 Compliance with the Single Audit Act (31 USC §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding Subrecipient monitoring and management, Subpart F regarding audit requirements, and any administrative regulation or field memoranda implementing the Single Audit Act.

6.2 REPORTS. Subrecipient shall comply with all reporting requirements by the County, set forth in this Paragraph, Compliance and Reporting Guidance as issued and amended by Treasury, and Treasury Laws and Regulations. Subrecipient shall prepare and submit financial, project progress, monitoring, evaluation and any other reports as required by County. Subrecipient shall submit reports to County on a monthly basis or on the 15th calendar day of the month following the month of Service. Subrecipient shall provide the following:

6.2.1 Subrecipient shall provide reports to County that shall: (i) identify the costs paid (and projected to be paid) for the Project Fund as of the date provided by County; (ii) demonstrate how Subrecipient expended the Project Funds

consistent with the use requirements set forth in this Agreement; (iii) identify the balance of Project Funds not expended; and, (iv) describe a plan for expenditure of unspent Project Funds on or before December 31, 2024.

6.2.2 At any time during the term of this Agreement, County may, in its sole discretion, request that Subrecipient provide County with additional progress reports not otherwise identified in this Paragraph in the form specified by County, to ensure that Subrecipient is meeting the requirements of this Agreement and in accordance with Treasury Laws and Regulations.

6.2.3 Subrecipient shall provide a certification, in a form provided by County, signed by the Subrecipient's authorized official, with each report required under this Paragraph that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under this Agreement.

6.2.4 Subrecipient shall maintain supporting documentation for the reports required by this Paragraph consistent with the requirements of this Agreement.

1. A general ledger and subsidiary ledgers used to account for: (a) the receipt of Project Funds payments made; and, (b) the disbursements from such Project Funds payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. Administrative costs incurred related to administration of the ARP Funds; and,
3. Any other documents reasonably requested by County.

6.3 AUDITS. County will audit Subrecipient's use of Project Funds in accordance with County's policy and Treasury Laws and Regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Audits may also be conducted by federal, State, or local funding source agencies.

6.3.1 County, or its authorized representatives shall, at all times during the term of this Agreement, and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Subrecipient. Subrecipient's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Subrecipient's use of Project Funds.

6.3.2 A financial audit of Subrecipient's performance under this Agreement shall be conducted at County's discretion. If indications of misappropriation or misapplication of the Project Funds of this Agreement cause County to require a special audit, the cost of the audit at the sole expense of Subrecipient.

- 6.4 Failure of Subrecipient to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.
- 6.5 Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with Treasury Laws and Regulations or this Agreement, Subrecipient shall refund any misused Project Funds, disallowed costs, or Project Funds found to be out of compliance with Treasury Laws and Regulations or this Agreement, including any interest earned.

## **7.0 MAINTENANCE OF RECORDS**

- 7.1 MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS. Subrecipient shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with the Treasury Laws and Regulations. Subrecipient shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Subrecipient's use or expenditure of the Project Funds and Subrecipient's compliance with this Agreement and Treasury Laws and Regulations. Subrecipient shall also comply, and shall ensure that its Subrecipients comply, with the records retention and access requirements contained in Treasury Laws and Regulations. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.
- 7.2 EXAMINATION OF RECORDS. In accordance with federal, State, or local law and pursuant to this Agreement, at any time during normal business hours and as often as either County, its designees, or the federal or State government may deem necessary, Subrecipient must make available for examination all of its records and financial documents with respect to all matters covered by this Agreement.
- 7.3 RECORDS RETENTION. Subrecipient shall maintain, and permit on-site inspections and access of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for the Project Funds allocated by County to Subrecipient during the term of this Agreement and up to December 31, 2031 or for a period of five (5) years after final payment is made using Project Funds, whichever date is later, in compliance with the Treasury Laws and Regulations on records retention, and any other applicable laws or regulations. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.

## **8.0 INDEPENDENT CONTRACTOR**

Subrecipient shall be considered an independent contractor, and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind

through County. Subrecipient shall indemnify, defend (with counsel approved by County), and hold harmless County and its officers, directors, employees, agents and representatives from any suit, claim, cost, expense or other liability arising from a breach of these representations or determination that Subrecipient is not an independent contractor under any applicable federal, State, or local laws.

#### **9.0 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS**

Subrecipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Subrecipient shall be responsible for observing and complying with any applicable federal, State, or local laws, or rules or regulations affecting any such work. Subrecipient shall provide copies of permits, licenses, and approvals to County upon request.

#### **10.0 INDEMNIFICATION**

Subrecipient, at its sole cost and expense, shall indemnify, defend (with counsel approved in writing by County), and hold County, its elected and appointed officials, officers, employees and agents harmless from and against any and all liabilities, including but not limited to claims, demands, actions, costs, losses, damages, fees, and expenses (including attorney and expert witness fees), whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from this Agreement and/or the actions or inactions of Subrecipient and/or its contractors, subcontractors, agents and representatives in connection with this Agreement and any agreement or instruments executed in connection herewith. The obligations of Subrecipient under this Section shall survive the expiration or termination of this Agreement.

#### **11.0 TERMINATION**

11.1 TERMINATION FOR CONVENIENCE. County may terminate this Agreement at any time upon ten (10) days' prior written notice to Subrecipient for any reason; provided, however, during this ten (10) day period Subrecipient shall use its reasonable efforts to conclude any Project Funds that are in process, complete any books and records relating to the services of Subrecipient relating to the Project Funds for this Agreement. Subrecipient shall be entitled to any fees and reimbursement to which it was and is entitled to during such ten (10) day period.

11.2 TERMINATION FOR CAUSE. County may, by written notice to Subrecipient, terminate the whole or any part of this Agreement, if, in the judgment of County: Subrecipient has materially breached this Agreement; Subrecipient is not complying, or failed to comply, with the ARP Act, current, subsequent Treasury regulations, guidelines, and instructions, and any other applicable laws and regulations; Subrecipient fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or, Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in any case fails to demonstrative convincing progress toward a cure within five (5) working days after receipt of written notice from County specifying such failure. In such event, all

finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Subrecipient under this Agreement shall, at the option of County, become County's property, and Subrecipient may be entitled to receive just and equitable compensation for any work satisfactorily completed.

11.3 Termination of this Agreement under this Paragraph shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this Agreement and Treasury Laws and Regulations that survive the Agreement termination.

## **12.0 ATTORNEY FEES**

In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

## **13.0 AMENDMENTS**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or Agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County, in writing.

## **14.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED**

14.1 Subrecipient, its agents and employees shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR 200.112 and 24 CFR 570.611. Subrecipient agrees to incorporate the language found in this Paragraph in contracts using Project Funds and subject to compliance with conflict of interest federal, State, and local laws.

14.2 Subrecipient represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Subrecipient or shall have any direct or indirect financial interest in Subrecipient.

14.3 Subrecipient represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of the Agreement will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Agreement or who subsequently becomes affiliated with Subrecipient in any capacity shall not participate in the provision of services or performance provided under the Agreement or share in the profits of Subrecipient earned for a period of one year from the date he/she separated from County employment.

14.4 Subrecipient shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112

**15.0 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the Parties hereto and their respective successors and assigns; provided, however, that Subrecipient may not assign any of its rights or delegate any of its duties hereunder to any party other than an affiliate of Subrecipient without the prior written consent of County.

**16.0 SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

**17.0 INSURANCE**

Subrecipient shall obtain and maintain such insurance as required by County's standard terms and conditions, attached as Exhibit E, Insurance Requirements.

**18.0 CHOICE OF LAW/VENUE**

The Parties agree that the courts would apply California law in disputes arising out of the agreement, and the venue would be either the Los Angeles Superior Court for state claims, or the U.S. District Court – Central District for federal claims, or actions removed to federal court.

**19.0 INTERPRETATION**

No provision of this Agreement shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Agreement is to be construed as if both Parties drafted it hereto.

**20.0 PROJECT INTEGRITY**

Subrecipient shall maintain and implement practices to protect the integrity of the Project and the Project Funds, and Subrecipient shall immediately report any suspected or confirmed waste, fraud, or abuse of Project Funds under this Agreement to County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this Project; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under this agreement, or; information that anyone with decision making responsibility under this Agreement has any financial interest in or receives any benefit from it. Such reports may also be made to County Fraud Hotline at (800) 544-6861 or online at <http://fraud.lacounty.gov>.

## 21.0 NOTICES AND APPROVALS

All notices, invoices, and reports shall be directed to and made by the following representatives of the Parties:

To County: ROBIN TOMA, EXECUTIVE DIRECTOR  
L.A. COUNTY COMMISSION ON HUMAN  
RELATIONS  
ADDRESS: 510 S. VERMONT, 11<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90020  
EMAIL: RToma@hrc.lacounty.gov  
PHONE: 213-446-4284

To Subrecipient: MARIBEL MARIN, EXECUTIVE DIRECTOR  
211-LA  
ADDRESS: 526 W. LAS TUNAS DRIVE,  
SAN GABRIEL, CA 91776  
EMAIL: mmarin@211-la.org  
PHONE: 626-926-1135

Subrecipient agrees to notify County about any change in: (1) key personnel; (2) address, phone number or other pertinent contact information; and (3) tax exempt classification under the Internal Revenue Code.

## 22.0 SUBCONTRACTING

Subrecipient shall not subcontract any of its responsibilities to a Lower Tier Subrecipient under this Agreement or permit subcontracted responsibilities to be further subcontracted without the prior written approval of County.

22.1 Subrecipient shall indemnify and hold County, its elected and appointed officials, officers, employees, representatives, and agents harmless with respect to the activities of each and every Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient were Subrecipient's employees.

22.2 Subrecipient shall remain fully responsible for all performances required of it under this Agreement, including those that Subrecipient has determined to subcontract, notwithstanding County's approval of Subrecipient's proposed subcontract. Subrecipient shall be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipient(s) and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to subcontract. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing services under this Agreement. Subrecipient is responsible to notify its Lower Tier Subrecipients of this County right.

22.3 Subrecipient shall address administrative, contractual, or legal remedies for all contracts in instances where Lower Tier Subrecipients violate or breach contract terms. Subrecipient must provide sanctions and penalties as appropriate.

22.4 The CEO, or designee, is authorized to act for and on behalf of County with respect to approval of any subcontract and Lower Tier Subrecipient employees. After approval of the subcontract by County, Subrecipient shall forward a fully executed subcontract to County for its files.

22.5 Subrecipient shall obtain and maintain on site certificates of insurance, which establish that the Lower Tier Subrecipient maintains all the types of insurance required by County from each approved Lower Tier Subrecipient. County may request copies of the certificates and endorsements required herein at any time. Failure by Subrecipient to comply with County's request may be deemed by County as a material breach of this Agreement.

**23.0 APPROVAL OF SUBRECIPIENT'S STAFF**

County has the absolute right to approve or disapprove all of the Subrecipient's staff performing work hereunder and any proposed changes in the Subrecipient's staff.

**24.0 COVID-19 VACCINATION OF SUBRECIPIENT PERSONNEL**

At Subrecipient's sole cost, Subrecipient shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. Subrecipient shall complete and provide to the County a COVID-19 vaccination certification of compliance prior to beginning any work or services under this Agreement and at any time requested by County. In addition to complying with the requirements of this section, Subrecipient shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

**25.0 WAIVER**

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**26.0 EXECUTION OF AGREEMENT AND AMENDMENTS**

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, Subrecipient has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chief Executive Officer or designee, the day and year first written above.

SUBRECIPIENT: 211-LA, Inc.

DocuSigned by:  
*Maribel Marin*  
By BB2A9761DE2C48A  
MARIBEL MARIN  
Executive Director



COUNTY OF LOS ANGELES

By *Celia Zavala*  
CELIA ZAVALA  
Executive Officer, Executive Office of the  
Board of Supervisors  
Or Designee \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
Acting County Counsel

By *[Signature]*  
Senior Deputy County Counsel

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By *[Signature]*  
Deputy

79254

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

52-F JUL 27 2021

*[Signature]*  
CELIA ZAVALA  
EXECUTIVE OFFICER

## **EXHIBIT A**

### **PROJECT DESCRIPTION**

#### **STATEMENT OF WORK (SOW)**

##### **1.0 SCOPE OF WORK**

**1.1** County of Los Angeles (County) Workforce Development, Aging and Community Services (“WDACS”)/Los Angeles County Commission on Human Relations (“LACCHR”) is charged with administering American Rescue Plan Act funds (“ARP”). This Statement of Work (SOW) outlines the required tasks of the Program to Increase Capacity to Address Pandemic Related Hate (“Program”). These services will seek to address the trauma of pandemic related hate crimes, or offenses “where a victim is singled out because of their actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics” California Penal Code § 422.6; or hate violence, which is non-criminal conduct motivated by hatred or bigotry and directed at interfering someone’s exercise of their constitutional rights, based on inappropriate characteristics, such as race, nationality, ethnicity, religion, sexual orientation, gender, disability or age. (California Education Code § 233, citing Penal Code §§ 422.6, 422.7, 422.75).

##### **2.0 SPECIFIC TASKS**

- 2.1** Subrecipient shall provide case management services, including, but not limited to: Intake/Referral; Needs Assessment; Service Planning and Advocacy; Monitoring and Evaluation to ensure the options and services provided to the callers were appropriate. Subrecipient shall provide these services after a reported hate crime, or hate violence, and will be provided in multiple languages for up to 100 new callers per month.
- 2.2** Subrecipient shall ensure that callers reporting hate crime/violence referred to Subrecipient by either the Subrecipient or any future Information & Referral (I&R) service provider, receive appropriate case management services. Bias motivated behavior will be documented at the initial call for callers to be referred to these case management services.
- 2.3** Once the I&R call is completed, Subrecipient or the County I&R vendor shall provide an offer for follow up. Subrecipient or the County I&R vendor shall also offer victims an online form to self-report hate violence.
- 2.4** Intake & Assessment
- 2.4.1** Once referred for services, Subrecipient shall do an intake and assessment to determine the facts surrounding the hate act; the level of need required by the victim(s); information on injuries, trauma, responding law enforcement agencies or medical providers and whether victim(s) are safe. Subrecipient

shall use the LACCHR/LA vs Hate Incident Forms. Intake will include the following minimum information:

2.4.1.1 Name;

2.4.1.2 Contact information;

2.4.1.3 Description of what happened, including the type of bias, identity (for example, gender, race, estimated age) of perpetrator, if known, etc.;

2.4.1.4 Location, date and time of occurrence; and

2.4.1.5 Appropriate referrals provided for support services and whether delivered via phone, email, or text message

2.4.2 Subrecipient shall use an agreed upon intake protocol and script to work with victims of hate violence.

## 2.5 Needs Assessment

2.5.1 Subrecipient shall work with victims to decide the level of care needed after Intake. Subrecipient shall provide victims with an outline of possible options and victims will take lead in deciding what options they will take along the healing process.

2.5.2 Subrecipient shall provide information; and shall call service providers or law enforcement along with the victim, if needed, to ensure victims file police reports.

2.5.3 Subrecipient shall conduct intake and initial service planning within 36 hours after the initial I&R call to County vendor.

## 2.5 Service Planning and Advocacy

2.5.1 Subrecipient shall collaborate with victim(s) to develop a service plan. Subrecipient shall maintain a comprehensive, regularly updated list of appropriate types and categories of service providers as part of an effective practice of referring callers to specialized hate violence and discrimination assistance agencies. Subrecipient shall inform callers if the agencies to which they are being referred to are for-profit.

2.5.2 Subrecipient shall either refer victims to these specialized agencies or begin the process of advocating for the victims to be served by these agencies.

2.5.3 Subrecipient shall report on victim's service plan outcomes, or initial needs assessment at weekly case management service plan meetings with County staff; LA vs Hate Network Response Agency partner staff; mental health

providers; social work interns; civil rights agencies staff; mediation and dispute resolution staff or other service providers as appropriate.

## 2.6 Monitoring and Evaluation

2.6.1 Subrecipient shall follow up regularly with victims to see how the service plan is developing; whether referrals were accessed; whether agencies were able to help victims; how the service plan is contributing to the victims healing and well-being.

2.6.2 Subrecipient shall maintain case management monitoring and evaluation notes on a secure computer system.

## 2.7 Data Collection

2.7.1 Subrecipient shall file monthly reports with the County along with monthly invoices and will include:

2.7.1.1 Name;

2.7.1.2 Contact information;

2.7.1.3 Description of what happened, including the type of bias, identity (gender, race, estimated age) of perpetrator, if known, etc.;

2.7.1.4 Location, date and time of occurrence;

2.7.1.5 Appropriate referrals provided for support services delivered via phone, email, or text message;

2.7.1.6 Monthly tracking and reporting of client service needs, referrals, and reports taken;

2.7.1.7 Development of specialized assessment;

2.7.1.8 Client follow-up services, including:

2.7.1.8.1 Case Management;

2.7.1.8.2 Follow-up on clients for outcomes tracking and to ensure connection to services; and

2.7.1.8.3 Advocacy support as needed to assist client with connecting to referrals.

2.7.2 Calls and case management notes will be held in secure storage according to Section 6.0 and 7.0 of this Agreement.

## 2.8 Performance Management

2.8.1 Subrecipient shall provide Performance Management services, including:

2.8.1.1 Program coordination;

2.8.1.2 Management and training of staff;

2.8.1.3 Oversight of referrals to ensure all clients are connected with services;

2.8.1.4 Documentation and reporting of program activities and outcomes; and

2.8.1.5 Evaluation of coordination of community partners assistance with cases.

## 2.9 Digital Systems Management

2.9.1 Subrecipient shall maintain a secure, online client management/referral/data sharing platform.

2.9.2 Subrecipient shall ensure access to the secure, online system to allow client referral, data sharing and outcomes tracking is provided for authorized users in the LA vs Hate Contracted Partner Response Network.

2.9.3 Subrecipient shall provide ongoing maintenance, data storage, and licensing of the online system.

2.9.4 Subrecipient shall provide data management, visualization and outcomes reporting.

2.9.5 Subrecipient shall provide data tracking and reporting on monthly and annual basis.

2.9.6 Subrecipient shall ensure a daily data transfer to an agreed upon secure location for LACCHR is provided to determine what community partners provided follow up services to callers.

## 2.10 Data tracking and Reporting Services

- 2.10.1 Subrecipient shall ensure that all data collected from caller transactions including information and referral provided, assessments conducted, and/or reports submitted, utilize Subrecipient's data tracking systems, that will be customized to support all of the proposed services. Subrecipient shall ensure any client data requiring follow up will be provided daily to County staff, using an agreed upon secure data transfer protocol.
- 2.10.2 Subrecipient will ensure aggregate data is provided monthly and annually, and is tracked and reported by geographic location/zip code to include:
  - 2.10.2.1 All assessment fields;
  - 2.10.2.2 Caller name;
  - 2.10.2.3 Contact information;
  - 2.10.2.4 Referrals provided;
  - 2.10.2.5 Description of what happened and type of bias motivation;
  - 2.10.2.6 Identification of perpetrator: gender, race/ethnicity, and estimated age;
  - 2.10.2.7 Location, date and time of occurrence;
  - 2.10.2.8 Service needs identified; and
  - 2.10.2.9 Service needs provided.
- 2.11 Subrecipient shall provide the following monthly data:
  - 2.11.1 Call volume by zip code and date;
  - 2.11.2 Number of website forms submitted;
  - 2.11.3 Caller type;
  - 2.11.4 Percentage of callers that agreed to follow up;
  - 2.11.5 Service needs;
  - 2.11.6 Referrals provided;

2.11.7 Incident report information that includes all fields from reports taken by phone and on the online form, including types of incidents and bias motivation.

2.12 Online Education and Outreach Victim Services

2.12.1 Subrecipient shall develop online and mobile options for access to case management services, including information that educates users about hate crimes and incidents and provide victims with readily accessible methods of accessing case management services

**EXHIBIT B****PRICING SCHEDULE****Pricing Schedule for Anti-Hate Case Management Services: Six-month costs**

<b>Ongoing Costs</b>	<b>Description</b>	<b>Monthly</b>	<b>Annual</b>
Care Coordination	Provide intake; assessment; service plan development; referrals and follow-up with partner agencies; advocacy for victims; monitoring and evaluation for victims. 2 FTE @ \$69,850 /FTE (including fringe @27%)	\$5,820.83	\$69,850
Project Management	Provide liaison to partner agencies; project management; oversight of performance management, case management, and support services. 1 FTE - PM @ \$101,600 /FTE (including fringe @27%)	\$4,233.33	\$50,800
Performance Management	Oversight of program and monthly reporting performance management/ quality assurance .50 FTE - Performance Coach @ \$82,550 annually @ .50 FTE = \$41,275 (including fringe @27%)	\$1,719.79	\$20,637.50
Digital Systems Management	Secure client management/ referral/datasharing platform, telephony, and digital client follow-up system.	\$675	\$8,100
<b>Subtotal</b>		\$12,448.95	\$ 149,387.50
Indirect Costs 10%		\$1,301.05	\$15,612.50
<b>Total</b>		\$13,750	\$165,000

**EXHIBIT C**  
**AMERICAN RESCUE PLAN ACT**  
**REQUIREMENTS**

The terms of this Exhibit shall apply to the Subrecipient (as defined in 2 CFR 200.93), and all of its Lower Tier Subrecipients, agents, service providers at any tier, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Subrecipient shall include this Exhibit in all agreements executed for performance of this Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Definitions can be found in the Agreement or in 2 CFR 200.1 (Definitions) if not found in the Agreement.

This Exhibit includes key provisions of the ARP Act set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Subrecipient's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement including Treasury Laws and Regulations.

**1.0 Equal Employment Opportunity (41 CFR Part 60).** During the performance of this Agreement, the Subrecipient agrees as follows:

**1.1** The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of this Agreement, the Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

**1.2** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

**1.3** The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Subrecipient's contracting officer, advising the labor union

or worker's representative of the Subrecipient's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**1.4** The Subrecipient will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**1.5** The Subrecipient will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

**1.6** In the event that the Subrecipient fails to comply with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**1.7** The Subrecipient will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each Subrecipient or vendor. The Subrecipient will take such actions with respect to any contract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that the Subrecipient becomes involved in, or is threatened with litigation with a contractor or vendor as a result of such direction by the County, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

**2.0 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** As applicable, the Subrecipient shall comply with the prevailing wage requirements of the Davis-Bacon Act as amended, and as supplemented by the Department of Labor Regulations (29 CFR Part 5).

**3.0 Contract Work Hours, Accident Prevention, And Safety Standards Act (40 U.S.C. 37013708).** As applicable, the Subrecipient shall comply with the contract work hours and safety standards act set forth in 40 U.S.C. 3701-3708.

The Subrecipient shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Subrecipient shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Agreement.

**4.0 Rights To Inventions Made Under the Agreement (37 CFR Part 401).** As applicable, Subrecipient must comply with the requirements of 37 CFR Part 401, “rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements,” and any implementing regulations issued by the County.

**5.0 Clean Air Act (42 U.S.C. 7401-7671Q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** As applicable, Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.

**6.0 Debarment and Suspension (Executive Orders 12549 and 12689).** Subrecipient certifies that neither it nor any of its owners, officers, partners, directors, principals, or other contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. All agreements shall include a contractual provision to this effect and of this substance in all of its contractor agreements. Subrecipient shall immediately notify County in writing, during the term of this Agreement, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement. County may also pursue any additional, available remedies, including but not limited to, suspension and debarment.

## **7.0 Lobbying.**

**7.1 Federal Lobbyist Requirements.** Subrecipients are prohibited from using Project Funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each Subrecipient must also disclose any lobbying with non-federal funds that takes place in connection with obtaining program funds. Should the Subrecipients acting on behalf of the Agreement fail to fully comply with the Federal Lobbyist Requirements, civil penalties may result.

**7.2 County Lobbyist Requirements.** Subrecipient and each County lobbyist or County lobbyist firm, as defined in the Los Angeles County Code ("Code") Chapter 2.160, retained by the Subrecipient, shall also fully comply with the requirements as set forth in said County Code.

**7.3 Lobbying Certifications.** Each Subrecipient shall complete and submit Attachment 1, Certification Regarding Lobbying, to this Exhibit C. 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 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**7.4 Failure to Comply.** Failure on the part of the Subrecipients to fully comply with said Federal and County Lobbyist Requirements shall constitute a material breach of the Agreement upon which the County may immediately terminate this Agreement, and the Subrecipient shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.

**8.0 Procurement of Recovered Materials (2 CFR 200.323).** Subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

**9.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216).** Subrecipients shall comply with 2 CFR Section 200.216 in regards to prohibition on certain telecommunications and video surveillance services or equipment.

**10.0 Domestic Preferences for Procurements (2 CFR 200.322).** Subrecipient shall comply with 2 CFR Section 200.322 for work, services or products under this Agreement.

**11.0 Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).** Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of the Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.

**EXHIBIT C**  
**ATTACHMENT 1**

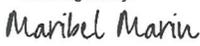
**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans and Cooperative Agreements*

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subgrants and contracts under grants, loan and cooperative agreements) and that all contractors 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 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:  
  
882A0764DE2C48A \_\_\_\_\_ 4/29/2022 | \_\_\_\_\_  
 4:06 PM PDT  
 Signature of Subrecipient's Authorized Official Date

\_\_\_\_\_  
Maribel Marin, Executive Director 211 LA County  
 Name and Title of Subrecipient's Authorized Official

## **EXHIBIT D INSURANCE REQUIREMENTS**

### **I. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Treasury Laws and Regulations.

This Exhibit is the minimum insurance coverage terms, types and limits (the "Required Insurance") and are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

#### **A. Evidence of Coverage and Notice to County**

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
2. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or

endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

5. Certificates and copies of any required endorsements shall be sent to:

Carol Domingo, Program Manager  
County of Los Angeles  
Workforce Development, Aging and Community Services  
510 South Vermont Avenue, 11<sup>th</sup> Floor Los  
Angeles, CA 90020

6. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

**B. Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- C. Cancellation of or Changes in Insurance.** Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in

Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

- D. Failure to Maintain Insurance.** Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- E. Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- F. Contractor's Insurance Shall Be Primary.** Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- G. Waivers of Subrogation.** To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- H. Subcontractor Insurance Coverage Requirements.** Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

- I. **Deductibles and Self-Insured Retentions (SIRs).** Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- J. **Claims Made Coverage.** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- K. **Application of Excess Liability Coverage.** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- L. **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. ("ISO") separation of insureds provision with no insured versus insured exclusions or limitations.
- M. **Alternative Risk Financing Programs.** The County reserves the right to review, and then approve, Contractor use of self- insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- N. **County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**II. INSURANCE COVERAGE**

- A. **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million Each
Occurrence:	\$1 million

- B. Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- C. Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**AMERICAN RESCUE PLAN ACT OF 2021**

**AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND**

**ASIAN AMERICANS ADVANCING JUSTICE – L.A.**

**Increasing Capacity To Address Pandemic Related Hate  
By Providing Hate Act Care Coordination Services In Major Asian Languages**

THIS AGREEMENT ("Agreement") is made and entered into on July 1, 2022 ("Effective Date") by and between the County of Los Angeles, through its Executive Office of the Board of Supervisors hereinafter referred to as "County", and Asian Americans Advancing Justice-Los Angeles ("Subrecipient"), with County and Subrecipient individually referred to as "Party" or collectively as "Parties."

**WHEREAS**, on March 4, 2020, the Chair of the County Board of Supervisors ("Board") proclaimed existence of a local health emergency regarding novel coronavirus ("COVID-19") in Los Angeles County;

**WHEREAS**, on March 11, 2021, the American Rescue Plan ("ARP") Act was signed into law, which amended Title IV of the Social Security Act 17 to add Section 603 establishing the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF");

**WHEREAS**, County has received a direct payment of ARP Act funds from the Treasury, which may only be used to cover costs incurred beginning March 3, 2021, and ending December 31, 2024, with all payments made by December 31, 2026:

1. To respond to the public health emergency with respect to COVID-19 or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year prior to the emergency; or
4. To make necessary investments in water, sewer or broadband infrastructure;

**WHEREAS**, the U.S. Treasury ("Treasury") has issued a Final Rule 31 (Code of Federal Regulations ("CFR") Part 35), Compliance and Reporting Guidance SLFRF, and SLFRF Frequently Asked Questions that provide additional guidelines and instructions and apply equally to County and any contractors or subrecipients receiving ARP Act funds;

**WHEREAS**, on July 27, 2021, the County's Board adopted a spending plan ("Spending Plan") totaling \$975.0 million for COVID-19 related expenditures ("ARP Funds");

**WHEREAS**, on November 30, 2021, the County's Board delegated authority to the Chief Executive Officer ("CEO"), or designee, to execute agreements and any and all amendments under the ARP Spending Plan; and

**WHEREAS**, County seeks to enter into this Agreement with Subrecipient to reflect County's allocation of ARP Funds in the amount of \$65,000 to the Subrecipient for the purpose of carrying out part of the ARP award by Increasing Capacity To Address Pandemic Related Hate subject to all the conditions and restrictions required by the ARP Act.

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**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

## **1.0 TERM OF AGREEMENT**

The term of this Agreement shall commence upon the Effective Date and shall continue until all of the Parties' obligations under this Agreement are fully satisfied, but in any event no later than December 31, 2026, unless sooner terminated or extended by County.

## **2.0 ENTIRE AGREEMENT**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the complete and exclusive statement of understanding between the Parties and supersedes all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless properly executed in accordance with this Agreement.

## **3.0 USE OF ARP FUNDS**

3.1 PROJECT FUNDS. Subrecipient shall receive a portion of County's allocation of the ARP Funds up to \$65,000 ("Project Funds") to Increase Capacity To Address Pandemic Related Hate ("Project") pursuant to Exhibit A, Project Description, Exhibit B, Pricing Schedule, and Exhibit C, Notice of Federal Subaward Information which are attached hereto and incorporated by reference, during the period that begins on March 3, 2021, and ends on December 31, 2026 ("Covered Period"). All Project Funds made to the Subrecipient are subject to the terms and conditions set forth in this Agreement and Exhibit C, American Rescue Plan Act Requirements, attached hereto and incorporated by reference. In no instance shall the County be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs or expenses.

3.1.1 Subrecipient shall invoice County only for the Project and other work specified in Exhibit A, Statement of Work, in accordance with the ARP Act, Treasury regulations, guidelines, and instructions, and this Agreement. Subrecipient's payments shall be as provided in Exhibit B, Pricing Schedule, and Subrecipient shall be paid only for work approved in writing by County. If County does not approve work in writing, no payment shall be due to Subrecipient for that work. Subrecipient shall submit monthly invoices to County by the 15th calendar day of the month following the month of service. Subrecipient's invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Invoices must comply with any requirements imposed by Exhibit C, American Rescue Plan Act Regulatory Requirements, including identification of any work using ARP Funds.

3.1.2 Subrecipient shall return Project Funds to County if County determines, in its sole discretion, any or all of the following occurs: (1) Subrecipient is unable to expend the Project Funds within the applicable deadlines provided herein; or, (2) Subrecipient has expended Project Funds not in accordance with this Agreement and the ARP Act, including but not limited to, current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").

3.1.3 Project Funds provided to Subrecipient are to be used to provide Services in response to the COVID-19 public health emergency or its negative economic

impacts according to this Agreement and incorporated Exhibits and in accordance with Treasury Laws and Regulations.

3.1.4 Federal Award Information:

1. Subrecipient's DUNS Number: 168665438
2. Federal Award Identification Number (FAIN): SLFRP0137
3. Federal Award Date: July 1, 2022
4. Subaward Period of Performance Start and End Date: July 1, 2022 – June 30, 2023
5. Amount of Federal Funds Obligated to Subrecipient: \$65,000
6. Total Amount of Federal Funds Obligated to Subrecipient: \$65,000
7. Total Amount of Federal Award: \$65,000
8. Federal Award Project Description: **Coronavirus State and Local Fiscal Recovery Funds**
9. Name of Federal Award Agency: **Department of the Treasury**
10. Assistance Listing Number: **21.027**
11. Identification of Whether the award is Research and Development (R&D): **Award is not R&D**
12. Indirect Cost Rate: **A de minimis of up to 10% unless there is an accepted negotiated rate accepted by all federal awarding agencies.**

3.2 **EXPENDITURES.** Project Funds expenditures made by Subrecipient in connection with this Agreement shall be in strict compliance and conformity with Treasury Laws and Regulations. Project Funds expenditures incurred must be for activities responding to the COVID-19 public health emergency or its negative economic impacts.

3.3 **ADMINISTRATION COSTS.** Subrecipient agrees to refund any unused portion of the Project Funds, including any interest earned on the Project Funds, upon completion or termination of this Agreement, less any administration costs. Such administrative costs shall be in conformance with applicable Treasury Laws and Regulations and related provisions of the Federal Uniform Guidance, including, but not limited to, 2 CFR 200.414. Eligible indirect costs are based on:

3.3.1 The negotiated indirect cost rate ("NICRA") approved by its cognizant agency for the Fiscal Year application to this Agreement; or,

3.3.2 If Subrecipient has never received a negotiated indirect cost rate from a Federal Agency, a de minimis rate of ten percent (10%) of Modified Total Direct Costs ("MTDC") as defined in 2 CFR 200.68.

3.4 **SOURCE AND APPROPRIATION OF ARP FUNDS.** County's obligation is payable only and solely from ARP Funds appropriated through Treasury, and for the purpose of this Agreement. This Agreement will automatically terminate for convenience per the terms of this Agreement In the event the Board has not appropriated future ARP Funds for this Project. County will endeavor to notify Subrecipient in writing within ten (10) days of receipt of the non-appropriation notice.

- 3.5 IMPROPER USE OF ARP FUNDS. Subrecipient shall only use Project Funds in accordance with this Agreement and Subrecipient's improper use of Project Funds, as determined by CEO, or designee, shall constitute a material breach of contract upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.

#### **4.0 COMPLIANCE WITH LAWS**

By entering into this Agreement and thereby accepting the allocation of Project Funds, the Subrecipient agrees to comply with and implement this Agreement in a manner satisfactory to the County and Treasury and consistent with all Treasury Laws and Regulations that may be required from time to time as a condition of the County providing the Project Funds, including but not limited to, all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement and Treasury Laws and Regulations.

- 4.1 COUNTY LAWS. Subrecipient must comply with all County laws and policies.
- 4.2 LAWS, REGULATIONS AND GUIDELINES. This Agreement is subject to and incorporates the terms of the ARP Act; Treasury Laws and Regulations, 2 CFR Part 25, Universal Identifier and System for Award Management; as well as, 2 CFR Part 170, Reporting Subaward and Executive Compensation Information; 2 CFR Part 200, General Provisions (Subpart B), Pre-Federal Award Requirements and Contents of Federal Awards (Subpart C), Post Federal; Award Requirements (Subpart D), Cost Principles (Subpart E), and Audit Requirements for Federal Awards (Subpart F); County Auditor-Controller Contract Accounting and Administration Handbook; and, all amendments or successor laws, regulations, or guidelines thereto.

#### **5.0 CONFIDENTIALITY**

Subrecipient must comply with all applicable federal, State, and local laws and regulations pertaining to confidentiality of records. Subrecipient shall keep confidential all reports, information and data received, prepared and/or assembled pursuant to performance hereunder. Subrecipient shall use such information solely for the Project hereunder and shall not make it available to any person, firm, corporation or entity without the prior written consent of County. Subrecipient shall ensure compliance with the provisions of this Paragraph by its contractors and any other persons or entities providing services for or on behalf of Subrecipient.

#### **6.0 REPORTS AND AUDITS**

- 6.1 Subrecipient must comply with new, amended, and revised laws, regulations and guidelines that apply to the performance of this Agreement. Compliance with this Paragraph and any reporting or auditing requirements shall be at no additional cost to County, unless authorized in writing. These requirements include, but are not limited to:
- 6.1.1 Subrecipient will keep and maintain all records and documents associated with the Services in order to support the requirements of the ARP Act to meet auditing standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the "Super Circular" or "Uniform Guidance," Subpart F – Audit Requirements. Catalog of Federal Domestic Assistance ("CFDA") number 21.027.
- 6.1.2 Compliance with the Single Audit Act (31 USC §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding Subrecipient monitoring and

management, Subpart F regarding audit requirements, and any administrative regulation or field memoranda implementing the Single Audit Act.

6.2 REPORTS. Subrecipient shall comply with all reporting requirements by the County, set forth in this Paragraph, Compliance and Reporting Guidance as issued and amended by Treasury, and Treasury Laws and Regulations. Subrecipient shall prepare and submit financial, project progress, monitoring, evaluation and any other reports as required by County. Subrecipient shall submit reports to County on a monthly basis or on the 15th calendar day of the month following the month of Service. Subrecipient shall provide the following:

6.2.1 Subrecipient shall provide reports to County that shall: (i) identify the costs paid (and projected to be paid) for the Project Fund as of the date provided by County; (ii) demonstrate how Subrecipient expended the Project Funds consistent with the use requirements set forth in this Agreement; (iii) identify the balance of Project Funds not expended; and, (iv) describe a plan for expenditure of unspent Project Funds on or before December 31, 2024.

6.2.2 At any time during the term of this Agreement, County may, in its sole discretion, request that Subrecipient provide County with additional progress reports not otherwise identified in this Paragraph in the form specified by County, to ensure that Subrecipient is meeting the requirements of this Agreement and in accordance with Treasury Laws and Regulations.

6.2.3 Subrecipient shall provide a certification, in a form provided by County, signed by the Subrecipient's authorized official, with each report required under this Paragraph that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under this Agreement.

6.2.4 Subrecipient shall maintain supporting documentation for the reports required by this Paragraph consistent with the requirements of this Agreement.

1. A general ledger and subsidiary ledgers used to account for: (a) the receipt of Project Funds payments made; and, (b) the disbursements from such Project Funds payments to meet eligible expenses related to the public health emergency due to COVID-19;

2. Administrative costs incurred related to administration of the ARP Funds; and,

3. Any other documents reasonably requested by County.

6.3 AUDITS. County will audit Subrecipient's use of Project Funds in accordance with County's policy and Treasury Laws and Regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Audits may also be conducted by federal, State, or local funding source agencies.

6.3.1 County, or its authorized representatives shall, at all times during the term of this Agreement, and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Subrecipient. Subrecipient's staff will cooperate fully with

authorized auditors when they conduct audits and examinations of Subrecipient's use of Project Funds.

6.3.2 A financial audit of Subrecipient's performance under this Agreement shall be conducted at County's discretion. If indications of misappropriation or misapplication of the Project Funds of this Agreement cause County to require a special audit, the cost of the audit at the sole expense of Subrecipient.

6.4 Failure of Subrecipient to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.

6.5 Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with Treasury Laws and Regulations or this Agreement, Subrecipient shall refund any misused Project Funds, disallowed costs, or Project Funds found to be out of compliance with Treasury Laws and Regulations or this Agreement, including any interest earned.

## **7.0 MAINTENANCE OF RECORDS**

7.1 MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS. Subrecipient shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with the Treasury Laws and Regulations. Subrecipient shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Subrecipient's use or expenditure of the Project Funds and Subrecipient's compliance with this Agreement and Treasury Laws and Regulations. Subrecipient shall also comply, and shall ensure that its Subrecipients comply, with the records retention and access requirements contained in Treasury Laws and Regulations. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.

7.2 EXAMINATION OF RECORDS. In accordance with federal, State, or local law and pursuant to this Agreement, at any time during normal business hours and as often as either County, its designees, or the federal or State government may deem necessary, Subrecipient must make available for examination all of its records and financial documents with respect to all matters covered by this Agreement.

7.3 RECORDS RETENTION. Subrecipient shall maintain, and permit on-site inspections and access of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for the Project Funds allocated by County to Subrecipient during the term of this Agreement and up to December 31, 2031 or for a period of five (5) years after final payment is made using Project Funds, which ever date is later, in compliance with the Treasury Laws and Regulations on records retention, and any other applicable laws or regulations. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.

## **8.0 INDEPENDENT CONTRACTOR**

Subrecipient shall be considered an independent contractor, and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County. Subrecipient shall indemnify, defend (with counsel approved by County), and hold harmless

County and its officers, directors, employees, agents and representatives from any suit, claim, cost, expense or other liability arising from a breach of these representations or determination that Subrecipient is not an independent contractor under any applicable federal, State, or local laws.

## **9.0 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS**

Subrecipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Subrecipient shall be responsible for observing and complying with any applicable federal, State, or local laws, or rules or regulations affecting any such work. Subrecipient shall provide copies of permits, licenses, and approvals to County upon request.

## **10.0 INDEMNIFICATION**

Subrecipient, at its sole cost and expense, shall indemnify, defend (with counsel approved in writing by County), and hold County, its elected and appointed officials, officers, employees and agents harmless from and against any and all liabilities, including but not limited to claims, demands, actions, costs, losses, damages, fees, and expenses (including attorney and expert witness fees), whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from this Agreement and/or the actions or inactions of Subrecipient and/or its contractors, subcontractors, agents and representatives in connection with this Agreement and any agreement or instruments executed in connection herewith. The obligations of Subrecipient under this Section shall survive the expiration or termination of this Agreement.

## **11.0 TERMINATION**

11.1 TERMINATION FOR CONVENIENCE. County may terminate this Agreement at any time upon ten (10) days' prior written notice to Subrecipient for any reason; provided, however, during this ten (10) day period Subrecipient shall use its reasonable efforts to conclude any Project Funds that are in process, complete any books and records relating to the services of Subrecipient relating to the Project Funds for this Agreement. Subrecipient shall be entitled to any fees and reimbursement to which it was and is entitled to during such ten (10) day period.

11.2 TERMINATION FOR CAUSE. County may, by written notice to Subrecipient, terminate the whole or any part of this Agreement, if, in the judgment of County: Subrecipient has materially breached this Agreement; Subrecipient is not complying, or failed to comply, with the ARP Act, current, subsequent Treasury regulations, guidelines, and instructions, and any other applicable laws and regulations; Subrecipient fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or, Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in any case fails to demonstrate convincing progress toward a cure within five (5) working days after receipt of written notice from County specifying such failure. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Subrecipient under this Agreement shall, at the option of County, become County's property, and Subrecipient may be entitled to receive just and equitable compensation for any work satisfactorily completed.

11.3 Termination of this Agreement under this Paragraph shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this Agreement and Treasury Laws and Regulations that survive the Agreement termination.

## **12.0 ATTORNEY FEES**

In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

### **13.0 AMENDMENTS**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or Agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County, in writing.

### **14.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED**

14.1 Subrecipient, its agents and employees shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR 200.112 and 24 CFR 570.611. Subrecipient agrees to incorporate the language found in this Paragraph in contracts using Project Funds and subject to compliance with conflict of interest federal, State, and local laws.

14.2 Subrecipient represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Subrecipient or shall have any direct or indirect financial interest in Subrecipient.

14.3 Subrecipient represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of the Agreement will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Agreement or who subsequently becomes affiliated with Subrecipient in any capacity shall not participate in the provision of services or performance provided under the Agreement or share in the profits of Subrecipient earned for a period of one year from the date he/she separated from County employment.

14.4 Subrecipient shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112

### **15.0 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the Parties hereto and their respective successors and assigns; provided, however, that Subrecipient may not assign any of its rights or delegate any of its duties hereunder to any party other than an affiliate of Subrecipient without the prior written consent of County.

### **16.0 SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

### **17.0 INSURANCE**

Subrecipient shall obtain and maintain such insurance as required by County's standard terms and conditions, attached as Exhibit E, Insurance Requirements.

## **18.0 CHOICE OF LAW/VENUE**

The Parties agree that the courts would apply California law in disputes arising out of the agreement, and the venue would be either the Los Angeles Superior Court for state claims, or the U.S. District Court – Central District for federal claims, or actions removed to federal court.

## **19.0 INTERPRETATION**

No provision of this Agreement shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Agreement is to be construed as if both Parties drafted it hereto.

## **20.0 PROJECT INTEGRITY**

Subrecipient shall maintain and implement practices to protect the integrity of the Project and the Project Funds, and Subrecipient shall immediately report any suspected or confirmed waste, fraud, or abuse of Project Funds under this Agreement to County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this Project; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under this agreement, or; information that anyone with decision making responsibility under this Agreement has any financial interest in or receives any benefit from it. Such reports may also be made to County Fraud Hotline at (800) 544-6861 or online at <http://fraud.lacounty.gov>.

## **21.0 NOTICES AND APPROVALS**

All notices, invoices, and reports shall be directed to and made by the following representatives of the Parties:

To County:

ROBIN TOMA, EXECUTIVE DIRECTOR  
L.A. COUNTY COMMISSION ON HUMAN RELATIONS  
ADDRESS: 510 S. VERMONT, 11<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90020  
EMAIL: RToma@hrc.lacounty.gov  
PHONE: 213-446-4284

To Subrecipient:

CONNIE CHUNG JOE, J.D., CHIEF EXECUTIVE OFFICER  
ASIAN AMERICANS ADVANCING JUSTICE – L.A.  
ADDRESS: 1145 WILSHIRE BOULEVARD,  
LOS ANGELES, CA 90017  
EMAIL: cchungjoe@advancingjustice-la.org  
PHONE: 213-977-7500

Subrecipient agrees to notify County about any change in: (1) key personnel; (2) address, phone number or other pertinent contact information; and (3) tax exempt classification under the Internal Revenue Code.

## **22.0 SUBCONTRACTING**

Subrecipient shall not subcontract any of its responsibilities to a Lower Tier Subrecipient under this Agreement or permit subcontracted responsibilities to be further subcontracted without the prior written approval of County.

- 22.1 Subrecipient shall indemnify and hold County, its elected and appointed officials, officers, employees, representatives, and agents harmless with respect to the activities of each and every Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient were Subrecipient's employees.
- 22.2 Subrecipient shall remain fully responsible for all performances required of it under this Agreement, including those that Subrecipient has determined to subcontract, notwithstanding County's approval of Subrecipient's proposed subcontract. Subrecipient shall be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipient(s) and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to subcontract. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing services under this Agreement. Subrecipient is responsible to notify its Lower Tier Subrecipients of this County right.
- 22.3 Subrecipient shall address administrative, contractual, or legal remedies for all contracts in instances where Lower Tier Subrecipients violate or breach contract terms. Subrecipient must provide sanctions and penalties as appropriate.
- 22.4 The CEO, or designee, is authorized to act for and on behalf of County with respect to approval of any subcontract and Lower Tier Subrecipient employees. After approval of the subcontract by County, Subrecipient shall forward a fully executed subcontract to County for its files.
- 22.5 Subrecipient shall obtain and maintain on site certificates of insurance, which establish that the Lower Tier Subrecipient maintains all the types of insurance required by County from each approved Lower Tier Subrecipient. County may request copies of the certificates and endorsements required herein at any time. Failure by Subrecipient to comply with County's request may be deemed by County as a material breach of this Agreement.

## **23.0 APPROVAL OF SUBRECIPIENT'S STAFF**

County has the absolute right to approve or disapprove all of the Subrecipient's staff performing work hereunder and any proposed changes in the Subrecipient's staff.

## **24.0 COVID-19 VACCINATION OF SUBRECIPIENT PERSONNEL**

At Subrecipient's sole cost, Subrecipient shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. Subrecipient shall complete and provide to the County a COVID-19 vaccination certification of compliance prior to beginning any work or services under this Agreement and at any time requested by County. In addition to complying with the requirements of this section, Subrecipient shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

## **25.0 WAIVER**

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time

to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **26.0 EXECUTION OF AGREEMENT AND AMENDMENTS**

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

*{SIGNATURE PAGE TO FOLLOW}*

IN WITNESS WHEREOF, Subrecipient has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chief Executive Officer or designee, the day and year first written above.

SUBRECIPIENT: ASIAN AMERICANS  
ADVANCING JUSTICE – L.A.

By C. Chung Joe  
CONNIE CHUNG JOE  
Chief Executive Officer



COUNTY OF LOS ANGELES

By Celia Zavala  
CELIA ZAVALA, Executive Officer  
BOARD OF SUPERVISORS  
Or Designee \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
Acting County Counsel

By Dawyn R. Harrison  
Deputy County Counsel

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By Rachelle Smitherna  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

52-F JUL 27 2021

Celia Zavala  
CELIA ZAVALA  
EXECUTIVE OFFICER

79255

## **EXHIBIT A**

### **PROJECT DESCRIPTION**

#### **STATEMENT OF WORK (SOW)**

##### **1.0 SCOPE OF WORK**

- 1.1 County of Los Angeles (County) Executive Office of the Board (EO) is charged with administering American Rescue Plan Act funds (ARPA). This Statement of Work (SOW) outlines the required tasks of Los Angeles County Commission on Human Relations' (LACCHR) and Subrecipient Asian Americans Advancing Justice-LA, Inc. (Subrecipient) to ensure services provided by the Program to Increase Capacity To Address Pandemic Related Hate (Program) are effectively provided to impacted community members.
- 1.2 Subrecipient shall serve monolingual Asian/Pacific Islander language speaking callers reporting hate to existing hate reporting lines, including, but not limited to, L.A. County's Information & Referral services (I&R) provider; and Asian American/Pacific Islander service organizations, such as AAPI Equity Alliance. Subrecipient shall offer services in the following primary languages: Cantonese, Mandarin, Tagalog, Korean, Vietnamese and Thai.

##### **2.0 SPECIFIC TASKS**

- 2.1 Subrecipient shall provide the following care coordination services to monolingual speakers in Asian American/Pacific Islander languages, in collaboration with L.A. County's I&R provider and/or LACCHR's vendor providing specialized case management services.
- 2.2 Intake & Assessment
  - 2.2.1 Subrecipient shall serve monolingual Asian/Pacific Islander languages speakers and shall do an intake and assessment to determine the facts surrounding the hate act; the level of need required by the victim(s); information on injuries, trauma, responding law enforcement agencies or medical providers and whether victim(s) are safe.
  - 2.2.2 Subrecipient shall use the current LA vs Hate Incident Form for Intake. Intake shall include the following minimum information:
    - 2.2.2.1 Name;
    - 2.2.2.2 Contact information;
    - 2.2.2.3 Description of what happened; the type of bias, identity (for example, gender, race, estimated age) of perpetrator, etc.;
    - 2.2.2.4 Location, date and time of occurrence;
    - 2.2.2.5 Referrals provided for support services and whether delivered via phone, email, or text message.
  - 2.2.3 Subrecipient shall use an agreed upon intake protocol and scripting, to be provided by County's I&R Provider or LACCHR's vendor providing specialized case management services.
- 2.3 Needs Assessment

- 2.3.1 Subrecipient shall consult with County's I&R Provider or LACCHR's vendor providing specialized case management services, to work with victims to decide the level of care that is needed at Intake. Subrecipient shall provide victims with an outline of possible options and victims will take lead in deciding what options they will take along the healing process.
  - 2.3.2 Subrecipient shall provide information and shall call service providers or law enforcement along with the victim, if requested by the victim, to ensure victim can make a police report of their experience.
  - 2.3.3 Subrecipient shall provide intake and initial service planning within two (2) business days after the initial call from victims.
- 2.4 Service Planning and Advocacy
- 2.4.1 Subrecipient shall work with County's I&R Provider and/or LACCHR's vendor providing specialized case management services to collaborate with victims to develop a service plan, depending on the needs of victims. Subrecipient and County's I&R Provider or LACCHR's vendor providing specialized case management services shall maintain a comprehensive, regularly updated list of types and categories of service providers as part of an effective practice of referring callers to specialized hate violence, bias and discrimination assistance agencies.
  - 2.3.2 Subrecipient shall work with County's I&R Provider and/or LACCHR's vendor providing specialized case management services to either refer victims to these specialized agencies or begin the process of advocating for the victims to be served by these agencies.
- 2.5 Monitoring and Evaluation
- 2.5.1 Subrecipient shall check in regularly with victims to see how the service plan is developing; whether referrals were accessed; whether agencies were able to help victims; how the service plan is contributing to the victims healing and well-being.
  - 2.5.2 Subrecipient shall maintain detailed case management monitoring and evaluation notes on a secure computer system to be maintained by either Subrecipient or LACCHR vendor providing specialized case management services.
  - 2.5.3 Subrecipient shall report on victims' service plan outcomes, or initial needs assessment at regular case management service plan meetings with LACCHR staff; LA vs Hate Network Response Agency partner staff; mental health providers; social work interns; civil rights agencies staff; mediation and dispute resolution staff or other service providers as appropriate.
- 2.6 Data Collection:
- 2.6.1 Subrecipient shall file monthly reports will be filed with LACCHR and/or LACCHR vendor providing specialized case management services, along with monthly invoices to LACCHR, which shall include the following:
    - 2.6.1.1 Subrecipient's generated unique Case ID;
    - 2.6.1.2 Zip Code;
    - 2.6.1.3 Description of what happened; the type of bias, identity (gender, race, estimated age) of perpetrator, etc.;
    - 2.6.1.4 Location, date and time of occurrence;

- 2.6.1.5 Referrals provided for support services delivered via phone, email, or text messages;
- 2.6.1.6 Client service needs, referrals, and reports taken;
- 2.6.1.7 Summary of Client follow-up services, including:
  - 2.6.1.7.1 Case Management Plan;
  - 2.6.1.7.2 Follow-up on clients for outcomes tracking and to ensure connection to services;
  - 2.6.1.7.3 Advocacy support as needed to assist client with connecting to referrals;
  - 2.6.1.7.4 Language spoken by the victim.

2.6.2 Subrecipient shall hold calls and care coordination notes in secured storage according to Section 2.6 and 2.7 of this Agreement.

2.6.3 Subrecipient shall collect all data collected from caller transactions including information and referral provided, assessments conducted, and/or reports submitted.

2.6.4 Subrecipient will utilize County's I&R Provider's or LACCHR vendor providing specialized case management services internal system, which may be customized to support reporting of all the proposed services. Client data requiring follow up will be provided daily using an agreed upon secure data transfer protocol.

2.6.5 Subrecipient shall provide aggregated data monthly and annually, tracked and reported by geographic location/zip code to include:

- 2.6.5.1.1 All assessment fields;
- 2.6.5.1.2 Subrecipient generated unique Case ID;
- 2.6.5.1.3 Referrals provided;
- 2.6.5.1.4 Description of what happened and type of bias motivation;
- 2.6.5.1.5 Identity of perpetrators including gender, race/ethnicity, and estimated age;
- 2.6.5.1.6 Location, date and time of occurrence;
- 2.6.5.1.7 Service needs identified by client.

2.7 Subrecipient shall provide monthly reports that include aggregate data above, and the following:

- 2.7.1 Total call volume by zip code and date;
- 2.7.2 Primary language;
- 2.7.3 Percentage of callers agreed to follow-up;
- 2.7.4 Service needs of clients;
- 2.7.5 Referrals provided;
- 2.7.6 Incident report information that includes all fields from reports taken by phone and on the web, form including types of incidents and bias motivation in spreadsheet format.

2.8 Subrecipient shall provide data on all reports obtained via online reporting services, including:

2.8.1 Reporting of hate acts maintained by Subrecipient County's I&R Provider, or AAPI agencies Hate Reports including:

2.8.1.1 Information provided that educates users about hate crimes and incidents and;

2.8.1.2 Information that provides victims with readily accessible methods of accessing case management services after victim reports hate and files a report.

**EXHIBIT B****Pricing Schedule for Anti-Hate Care Coordination Services**

<b>Ongoing Costs</b>	<b>Description</b>	<b>Annual</b>
Care Coordination	Provide intake; assessment; service plan development; referrals and follow-up with partner agencies; advocacy for victims; monitoring and evaluation for victims. Six Care Coordinators @ .10 FTE @ \$65,000/FTE = \$6,500 each X 6 Coordinators - \$39,000 + fringe @ 27% of \$39,000 = \$10,530 \$39,000 + 10,530 = \$49,530	\$49,530
Project Supervision	Provide liaison to partner agencies; project supervision of six Care Coordinators; oversight of performance management, care coordination, and support services. .10 FTE annually (including fringe @27%)	\$8,970
	<b>Subtotal</b>	58,500
Indirect Costs 10%		\$6,500
	<b>Total</b>	\$65,000

**EXHIBIT C**  
**AMERICAN RESCUE PLAN ACT**  
**REQUIREMENTS**

The terms of this Exhibit shall apply to the Subrecipient (as defined in 2 CFR 200.93), and all of its Lower Tier Subrecipients, agents, service providers at any tier, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Subrecipient shall include this Exhibit in all agreements executed for performance of this Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Definitions can be found in the Agreement or in 2 CFR 200.1 (Definitions) if not found in the Agreement.

This Exhibit includes key provisions of the ARP Act set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Subrecipient's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement including Treasury Laws and Regulations.

**1.0** **Equal Employment Opportunity (41 CFR Part 60).** During the performance of this Agreement, the Subrecipient agrees as follows:

**1.1** The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of this Agreement, the Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

**1.2** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

**1.3** The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Subrecipient's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments under Section 202

of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**1.4** The Subrecipient will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**1.5** The Subrecipient will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

**1.6** In the event that the Subrecipient fails to comply with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**1.7** The Subrecipient will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each Subrecipient or vendor. The Subrecipient will take such actions with respect to any contract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that the Subrecipient becomes involved in, or is threatened with litigation with a contractor or vendor as a result of such direction by the County, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

**2.0 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** As applicable, the Subrecipient shall comply with the prevailing wage requirements of the Davis-Bacon Act as amended, and as supplemented by the Department of Labor Regulations (29 CFR Part 5).

**3.0 Contract Work Hours, Accident Prevention, And Safety Standards Act (40 U.S.C. 37013708).** As applicable, the Subrecipient shall comply with the contract work hours and safety standards act set forth in 40 U.S.C. 3701-3708.

The Subrecipient shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Subrecipient shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Agreement.

**4.0 Rights To Inventions Made Under the Agreement (37 CFR Part 401).** As applicable, Subrecipient must comply with the requirements of 37 CFR Part 401, “rights to inventions made

by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements,” and any implementing regulations issued by the County.

**5.0 Clean Air Act (42 U.S.C. 7401-7671Q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** As applicable, Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.

**6.0 Debarment and Suspension (Executive Orders 12549 and 12689).** Subrecipient certifies that neither it nor any of its owners, officers, partners, directors, principals, or other contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. All agreements shall include a contractual provision to this effect and of this substance in all of its contractor agreements. Subrecipient shall immediately notify County in writing, during the term of this Agreement, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement. County may also pursue any additional, available remedies, including but not limited to, suspension and debarment.

## **7.0 Lobbying.**

**7.1 Federal Lobbyist Requirements.** Subrecipients are prohibited from using Project Funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each Subrecipient must also disclose any lobbying with non-federal funds that takes place in connection with obtaining program funds. Should the Subrecipients acting on behalf of the Agreement fail to fully comply with the Federal Lobbyist Requirements, civil penalties may result.

**7.2 County Lobbyist Requirements.** Subrecipient and each County lobbyist or County lobbyist firm, as defined in the Los Angeles County Code ("Code") Chapter 2.160, retained by the Subrecipient, shall also fully comply with the requirements as set forth in said County Code.

**7.3 Lobbying Certifications.** Each Subrecipient shall complete and submit Attachment 1, Certification Regarding Lobbying, to this Exhibit C. 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 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**7.4 Failure to Comply.** Failure on the part of the Subrecipients to fully comply with said Federal and County Lobbyist Requirements shall constitute a material breach of the Agreement upon which the County may immediately terminate this Agreement, and the Subrecipient shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.

**8.0 Procurement of Recovered Materials (2 CFR 200.323).** Subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

**9.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216).** Subrecipients shall comply with 2 CFR Section 200.216 in regards to prohibition on certain telecommunications and video surveillance services or equipment.

**10.0 Domestic Preferences for Procurements (2 CFR 200.322).** Subrecipient shall comply with 2 CFR Section 200.322 for work, services or products under this Agreement.

**11.0 Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).** Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of the Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.

**EXHIBIT C**  
**ATTACHMENT 1**

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans and Cooperative Agreements*

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subgrants and contracts under grants, loan and cooperative agreements) and that all contractors 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 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



\_\_\_\_\_  
Signature of Subrecipient's Authorized Official

05/13/2022

\_\_\_\_\_  
Date

Connie Chung Joe, CEO

\_\_\_\_\_  
Name and Title of Subrecipient's Authorized Official

## **EXHIBIT D INSURANCE REQUIREMENTS**

### I. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Treasury Laws and Regulations.

This Exhibit is the minimum insurance coverage terms, types and limits (the "Required Insurance") and are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

#### A. *Evidence of Coverage and Notice to County*

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
2. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
5. Certificates and copies of any required endorsements shall be sent to:

Carol Domingo, Program Manager  
County of Los Angeles  
Workforce Development, Aging and Community Services  
510 South Vermont Avenue, 11<sup>th</sup> Floor  
Los Angeles, CA 90020

6. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

*B. Additional Insured Status and Scope of Coverage*

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- C. Cancellation of or Changes in Insurance.** Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in

Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

- D. Failure to Maintain Insurance.** Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- E. Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- F. Contractor's Insurance Shall Be Primary.** Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- G. Waivers of Subrogation.** To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- H. Subcontractor Insurance Coverage Requirements.** Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

- I. **Deductibles and Self-Insured Retentions (SIRs).** Contractor’s policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor’s payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- J. **Claims Made Coverage.** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- K. **Application of Excess Liability Coverage.** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.
- L. **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. ("ISO") separation of insureds provision with no insured versus insured exclusions or limitations.
- M. **Alternative Risk Financing Programs.** The County reserves the right to review, and then approve, Contractor use of self- insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- N. **County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

II. **INSURANCE COVERAGE**

- A. **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million Each
Occurrence:	\$1 million

- B. Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
  
- C. Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**AMERICAN RESCUE PLAN ACT OF 2021  
AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND**

**ASIAN YOUTH CENTER, INC.**

**Increasing Capacity To Address Pandemic Related Hate  
By Providing School Based Dream Resource Center Services**

THIS AGREEMENT ("Agreement") is made and entered into on July 1, 2022 ("Effective Date") by and between the County of Los Angeles, through its Executive Office of the Board of Supervisors hereinafter referred to as "County", and Asian Youth Center, Inc. ("Subrecipient"), with County and Subrecipient individually referred to as "Party" or collectively as "Parties."

**WHEREAS**, on March 4, 2020, the Chair of the County Board of Supervisors ("Board") proclaimed existence of a local health emergency regarding novel coronavirus ("COVID-19") in Los Angeles County;

**WHEREAS**, on March 11, 2021, the American Rescue Plan ("ARP") Act was signed into law, which amended Title IV of the Social Security Act 17 to add Section 603 establishing the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF");

**WHEREAS**, County has received a direct payment of ARP Act funds from the Treasury, which may only be used to cover costs incurred beginning March 3, 2021, and ending December 31, 2024, with all payments made by December 31, 2026:

1. To respond to the public health emergency with respect to COVID-19 or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year prior to the emergency; or
4. To make necessary investments in water, sewer or broadband infrastructure;

**WHEREAS**, the U.S. Treasury ("Treasury") has issued a Final Rule 31 (Code of Federal Regulations ("CFR") Part 35), Compliance and Reporting Guidance SLFRF, and SLFRF Frequently Asked Questions that provide additional guidelines and instructions and apply equally to County and any contractors or subrecipients receiving ARP Act funds;

**WHEREAS**, on July 27, 2021, the County's Board adopted a spending plan ("Spending Plan") totaling \$975.0 million for COVID-19 related expenditures ("ARP Funds");

**WHEREAS**, on November 30, 2021, the County's Board delegated authority to the Chief Executive Officer ("CEO"), or designee, to execute agreements and any and all amendments under the ARP Spending Plan; and

**WHEREAS**, County seeks to enter into this Agreement with Subrecipient to reflect County's allocation of ARP Funds in the amount of \$115,000 to the Subrecipient for the purpose of carrying out part of the ARP award by Increasing Capacity To Address Pandemic Related Hate subject to all the conditions and restrictions required by the ARP Act.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

**1.0 TERM OF AGREEMENT**

The term of this Agreement shall commence upon the Effective Date and shall continue until all of the Parties' obligations under this Agreement are fully satisfied, but in any event no later than December 31, 2026, unless sooner terminated or extended by County.

**2.0 ENTIRE AGREEMENT**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the complete and exclusive statement of understanding between the Parties and supersedes all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless properly executed in accordance with this Agreement.

**3.0 USE OF ARP FUNDS**

3.1 PROJECT FUNDS. Subrecipient shall receive a portion of County's allocation of the ARP Funds up to \$115,000 ("Project Funds") to Increase Capacity To Address Pandemic Related Hate ("Project") pursuant to Exhibit A, Project Description, Exhibit B, Pricing Schedule, and Exhibit C, Notice of Federal Subaward Information which are attached hereto and incorporated by reference, during the period that begins on March 3, 2021, and ends on December 31, 2026 ("Covered Period"). All Project Funds made to the Subrecipient are subject to the terms and conditions set forth in this Agreement and Exhibit C, American Rescue Plan Act Requirements, attached hereto and incorporated by reference. In no instance shall the County be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs or expenses.

3.1.1 Subrecipient shall invoice County only for the Project and other work specified in Exhibit A, Statement of Work, in accordance with the ARP Act, Treasury regulations, guidelines, and instructions, and this Agreement. Subrecipient's payments shall be as provided in Exhibit B, Pricing Schedule, and Subrecipient shall be paid only for work approved in writing by County. If County does not approve work in writing, no payment shall be due to Subrecipient for that work. Subrecipient shall submit monthly invoices to County by the 15th calendar day of the month following the month of service. Subrecipient's invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Invoices must comply with any requirements imposed by Exhibit C, American Rescue Plan Act Regulatory Requirements, including identification of any work using ARP Funds.

3.1.2 Subrecipient shall return Project Funds to County if County determines, in its sole discretion, any or all of the following occurs: (1) Subrecipient is unable to expend the Project Funds within the applicable deadlines provided herein; or, (2) Subrecipient has expended Project Funds not in accordance with this Agreement and the ARP Act, including but not limited to, current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").

3.1.3 Project Funds provided to Subrecipient are to be used to provide Services in response to the COVID-19 public health emergency or its negative economic impacts according to this Agreement and incorporated Exhibits and in accordance with Treasury Laws and Regulations.

3.1.4 Federal Award Information:

1. Subrecipient's DUNS Number: 55-5952712
2. Federal Award Identification Number (FAIN): SLFRP0137
3. Federal Award Date: July 1, 2022
4. Subaward Period of Performance Start and End Date: July 1, 2022 – June 30, 2023
5. Amount of Federal Funds Obligated to Subrecipient: \$115,000
6. Total Amount of Federal Funds Obligated to Subrecipient: \$115,000
7. Total Amount of Federal Award: \$115,000
8. Federal Award Project Description: **Coronavirus State and Local Fiscal Recovery Funds**
9. Name of Federal Award Agency: **Department of the Treasury**
10. Assistance Listing Number: **21.027**
11. Identification of Whether the award is Research and Development (R&D): **Award is not R&D**
12. Indirect Cost Rate: **A de minimis of up to 10% unless there is an accepted negotiated rate accepted by all federal awarding agencies.**

3.2 **EXPENDITURES.** Project Funds expenditures made by Subrecipient in connection with this Agreement shall be in strict compliance and conformity with Treasury Laws and Regulations. Project Funds expenditures incurred must be for activities responding to the COVID-19 public health emergency or its negative economic impacts.

3.3 **ADMINISTRATION COSTS.** Subrecipient agrees to refund any unused portion of the Project Funds, including any interest earned on the Project Funds, upon completion or termination of this Agreement, less any administration costs. Such administrative costs shall be in conformance with applicable Treasury Laws and

Regulations and related provisions of the Federal Uniform Guidance, including, but not limited to, 2 CFR 200.414. Eligible indirect costs are based on:

- 3.3.1 The negotiated indirect cost rate ("NICRA") approved by its cognizant agency for the Fiscal Year application to this Agreement; or,
  - 3.3.2 If Subrecipient has never received a negotiated indirect cost rate from a Federal Agency, a de minimis rate of ten percent (10%) of Modified Total Direct Costs ("MTDC") as defined in 2 CFR 200.68.
- 3.4 SOURCE AND APPROPRIATION OF ARP FUNDS. County's obligation is payable only and solely from ARP Funds appropriated through Treasury, and for the purpose of this Agreement. This Agreement will automatically terminate for convenience per the terms of this Agreement In the event the Board has not appropriated future ARP Funds for this Project. County will endeavor to notify Subrecipient in writing within ten (10) days of receipt of the non-appropriation notice.
- 3.5 IMPROPER USE OF ARP FUNDS. Subrecipient shall only use Project Funds in accordance with this Agreement and Subrecipient's improper use of Project Funds, as determined by CEO, or designee, shall constitute a material breach of contract upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.

#### **4.0 COMPLIANCE WITH LAWS**

By entering into this Agreement and thereby accepting the allocation of Project Funds, the Subrecipient agrees to comply with and implement this Agreement in a manner satisfactory to the County and Treasury and consistent with all Treasury Laws and Regulations that may be required from time to time as a condition of the County providing the Project Funds, including but not limited to, all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement and Treasury Laws and Regulations.

- 4.1 COUNTY LAWS. Subrecipient must comply with all County laws and policies.
- 4.2 LAWS, REGULATIONS AND GUIDELINES. This Agreement is subject to and incorporates the terms of the ARP Act; Treasury Laws and Regulations, 2 CFR Part 25, Universal Identifier and System for Award Management; as well as, 2 CFR Part 170, Reporting Subaward and Executive Compensation Information; 2 CFR Part 200, General Provisions (Subpart B), Pre-Federal Award Requirements and Contents of Federal Awards (Subpart C), Post Federal; Award Requirements (Subpart D), Cost Principles (Subpart E), and Audit Requirements for Federal Awards (Subpart F); County Auditor-Controller Contract Accounting and Administration Handbook; and, all amendments or successor laws, regulations, or guidelines thereto.

#### **5.0 CONFIDENTIALITY**

Subrecipient must comply with all applicable federal, State, and local laws and regulations pertaining to confidentiality of records. Subrecipient shall keep confidential all reports, information and data received, prepared and/or assembled pursuant to performance

hereunder. Subrecipient shall use such information solely for the Project hereunder and shall not make it available to any person, firm, corporation or entity without the prior written consent of County. Subrecipient shall ensure compliance with the provisions of this Paragraph by its contractors and any other persons or entities providing services for or on behalf of Subrecipient.

## 6.0 REPORTS AND AUDITS

- 6.1 Subrecipient must comply with new, amended, and revised laws, regulations and guidelines that apply to the performance of this Agreement. Compliance with this Paragraph and any reporting or auditing requirements shall be at no additional cost to County, unless authorized in writing. These requirements include, but are not limited to:
  - 6.1.1 Subrecipient will keep and maintain all records and documents associated with the Services in order to support the requirements of the ARP Act to meet auditing standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the "Super Circular" or "Uniform Guidance," Subpart F – Audit Requirements. Catalog of Federal Domestic Assistance ("CFDA") number 21.027.
  - 6.1.2 Compliance with the Single Audit Act (31 USC §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding Subrecipient monitoring and management, Subpart F regarding audit requirements, and any administrative regulation or field memoranda implementing the Single Audit Act.
- 6.2 REPORTS. Subrecipient shall comply with all reporting requirements by the County, set forth in this Paragraph, Compliance and Reporting Guidance as issued and amended by Treasury, and Treasury Laws and Regulations. Subrecipient shall prepare and submit financial, project progress, monitoring, evaluation and any other reports as required by County. Subrecipient shall submit reports to County on a monthly basis or on the 15th calendar day of the month following the month of Service. Subrecipient shall provide the following:
  - 6.2.1 Subrecipient shall provide reports to County that shall: (i) identify the costs paid (and projected to be paid) for the Project Fund as of the date provided by County; (ii) demonstrate how Subrecipient expended the Project Funds consistent with the use requirements set forth in this Agreement; (iii) identify the balance of Project Funds not expended; and, (iv) describe a plan for expenditure of unspent Project Funds on or before December 31, 2024.
  - 6.2.2 At any time during the term of this Agreement, County may, in its sole discretion, request that Subrecipient provide County with additional progress reports not otherwise identified in this Paragraph in the form specified by County, to ensure that Subrecipient is meeting the requirements of this Agreement and in accordance with Treasury Laws and Regulations.

- 6.2.3 Subrecipient shall provide a certification, in a form provided by County, signed by the Subrecipient's authorized official, with each report required under this Paragraph that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under this Agreement.
- 6.2.4 Subrecipient shall maintain supporting documentation for the reports required by this Paragraph consistent with the requirements of this Agreement.
1. A general ledger and subsidiary ledgers used to account for: (a) the receipt of Project Funds payments made; and, (b) the disbursements from such Project Funds payments to meet eligible expenses related to the public health emergency due to COVID-19;
  2. Administrative costs incurred related to administration of the ARP Funds; and,
  3. Any other documents reasonably requested by County.
- 6.3 AUDITS. County will audit Subrecipient's use of Project Funds in accordance with County's policy and Treasury Laws and Regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Audits may also be conducted by federal, State, or local funding source agencies.
- 6.3.1 County, or its authorized representatives shall, at all times during the term of this Agreement, and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Subrecipient. Subrecipient's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Subrecipient's use of Project Funds.
- 6.3.2 A financial audit of Subrecipient's performance under this Agreement shall be conducted at County's discretion. If indications of misappropriation or misapplication of the Project Funds of this Agreement cause County to require a special audit, the cost of the audit at the sole expense of Subrecipient.
- 6.4 Failure of Subrecipient to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.
- 6.5 Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with Treasury Laws and Regulations or this Agreement, Subrecipient shall refund any misused Project Funds, disallowed costs, or Project Funds found to be out of compliance with Treasury Laws and Regulations or this Agreement, including any interest earned.

## **7.0 MAINTENANCE OF RECORDS**

- 7.1 MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS. Subrecipient shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with the Treasury Laws and Regulations. Subrecipient shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Subrecipient's use or expenditure of the Project Funds and Subrecipient's compliance with this Agreement and Treasury Laws and Regulations. Subrecipient shall also comply, and shall ensure that its Subrecipients comply, with the records retention and access requirements contained in Treasury Laws and Regulations. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.
- 7.2 EXAMINATION OF RECORDS. In accordance with federal, State, or local law and pursuant to this Agreement, at any time during normal business hours and as often as either County, its designees, or the federal or State government may deem necessary, Subrecipient must make available for examination all of its records and financial documents with respect to all matters covered by this Agreement.
- 7.3 RECORDS RETENTION. Subrecipient shall maintain, and permit on-site inspections and access of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for the Project Funds allocated by County to Subrecipient during the term of this Agreement and up to December 31, 2031 or for a period of five (5) years after final payment is made using Project Funds, whichever date is later, in compliance with the Treasury Laws and Regulations on records retention, and any other applicable laws or regulations. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.

## **8.0 INDEPENDENT CONTRACTOR**

Subrecipient shall be considered an independent contractor, and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County. Subrecipient shall indemnify, defend (with counsel approved by County), and hold harmless County and its officers, directors, employees, agents and representatives from any suit, claim, cost, expense or other liability arising from a breach of these representations or determination that Subrecipient is not an independent contractor under any applicable federal, State, or local laws.

## **9.0 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS**

Subrecipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Subrecipient shall be responsible for observing and complying with any applicable federal, State, or local laws, or rules or regulations affecting any such work. Subrecipient shall provide copies of permits, licenses, and approvals to County upon request.

## **10.0 INDEMNIFICATION**

Subrecipient, at its sole cost and expense, shall indemnify, defend (with counsel approved in writing by County), and hold County, its elected and appointed officials, officers, employees and agents harmless from and against any and all liabilities, including but not limited to claims, demands, actions, costs, losses, damages, fees, and expenses (including attorney and expert witness fees), whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from this Agreement and/or the actions or inactions of Subrecipient and/or its contractors, subcontractors, agents and representatives in connection with this Agreement and any agreement or instruments executed in connection herewith. The obligations of Subrecipient under this Section shall survive the expiration or termination of this Agreement.

## **11.0 TERMINATION**

11.1 TERMINATION FOR CONVENIENCE. County may terminate this Agreement at any time upon ten (10) days' prior written notice to Subrecipient for any reason; provided, however, during this ten (10) day period Subrecipient shall use its reasonable efforts to conclude any Project Funds that are in process, complete any books and records relating to the services of Subrecipient relating to the Project Funds for this Agreement. Subrecipient shall be entitled to any fees and reimbursement to which it was and is entitled to during such ten (10) day period.

11.2 TERMINATION FOR CAUSE. County may, by written notice to Subrecipient, terminate the whole or any part of this Agreement, if, in the judgment of County: Subrecipient has materially breached this Agreement; Subrecipient is not complying, or failed to comply, with the ARP Act, current, subsequent Treasury regulations, guidelines, and instructions, and any other applicable laws and regulations; Subrecipient fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or, Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in any case fails to demonstrate convincing progress toward a cure within five (5) working days after receipt of written notice from County specifying such failure. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Subrecipient under this Agreement shall, at the option of County, become County's property, and Subrecipient may be entitled to receive just and equitable compensation for any work satisfactorily completed.

11.3 Termination of this Agreement under this Paragraph shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this Agreement and Treasury Laws and Regulations that survive the Agreement termination.

## **12.0 ATTORNEY FEES**

In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

**13.0 AMENDMENTS**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or Agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County, in writing.

**14.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED**

14.1 Subrecipient, its agents and employees shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR 200.112 and 24 CFR 570.611. Subrecipient agrees to incorporate the language found in this Paragraph in contracts using Project Funds and subject to compliance with conflict of interest federal, State, and local laws.

14.2 Subrecipient represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Subrecipient or shall have any direct or indirect financial interest in Subrecipient.

14.3 Subrecipient represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of the Agreement will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Agreement or who subsequently becomes affiliated with Subrecipient in any capacity shall not participate in the provision of services or performance provided under the Agreement or share in the profits of Subrecipient earned for a period of one year from the date he/she separated from County employment.

14.4 Subrecipient shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112

**15.0 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the Parties hereto and their respective successors and assigns; provided, however, that Subrecipient may not assign any of its rights or delegate any of its duties hereunder to any party other than an affiliate of Subrecipient without the prior written consent of County.

**16.0 SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

**17.0 INSURANCE**

Subrecipient shall obtain and maintain such insurance as required by County's standard terms and conditions, attached as Exhibit E, Insurance Requirements.

**18.0 CHOICE OF LAW/VENUE**

The Parties agree that the courts would apply California law in disputes arising out of the agreement, and the venue would be either the Los Angeles Superior Court for state claims, or the U.S. District Court – Central District for federal claims, or actions removed to federal court.

**19.0 INTERPRETATION**

No provision of this Agreement shall be interpreted for or against either Party because that Party or that Party’s legal representative drafted such provision, but this Agreement is to be construed as if both Parties drafted it hereto.

**20.0 PROJECT INTEGRITY**

Subrecipient shall maintain and implement practices to protect the integrity of the Project and the Project Funds, and Subrecipient shall immediately report any suspected or confirmed waste, fraud, or abuse of Project Funds under this Agreement to County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this Project; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under this agreement, or; information that anyone with decision making responsibility under this Agreement has any financial interest in or receives any benefit from it. Such reports may also be made to County Fraud Hotline at (800) 544-6861 or online at <http://fraud.lacounty.gov>.

**21.0 NOTICES AND APPROVALS**

All notices, invoices, and reports shall be directed to and made by the following representatives of the Parties:

To County: ROBIN TOMA, EXECUTIVE DIRECTOR  
L.A. COUNTY COMMISSION ON HUMAN  
RELATIONS  
ADDRESS: 510 N. VERMONT, 11<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90020  
EMAIL: RToma@hrc.lacounty.gov  
PHONE: 213-446-4284

To Subrecipient: MICHELLE L. FRERIDGE, M.P.A., J.D., EXECUTIVE  
DIRECTOR  
ASIAN YOUTH CENTER  
ADDRESS: 100 WEST CLARY AVENUE,  
SAN GABRIEL, CA 91776  
EMAIL: michelle.freridge@aycla.org  
PHONE: 626-646-4855

Subrecipient agrees to notify County about any change in: (1) key personnel; (2) address, phone number or other pertinent contact information; and (3) tax exempt classification under the Internal Revenue Code.

## **22.0 SUBCONTRACTING**

Subrecipient shall not subcontract any of its responsibilities to a Lower Tier Subrecipient under this Agreement or permit subcontracted responsibilities to be further subcontracted without the prior written approval of County.

- 22.1 Subrecipient shall indemnify and hold County, its elected and appointed officials, officers, employees, representatives, and agents harmless with respect to the activities of each and every Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient were Subrecipient's employees.
- 22.2 Subrecipient shall remain fully responsible for all performances required of it under this Agreement, including those that Subrecipient has determined to subcontract, notwithstanding County's approval of Subrecipient's proposed subcontract. Subrecipient shall be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipient(s) and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to subcontract. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing services under this Agreement. Subrecipient is responsible to notify its Lower Tier Subrecipients of this County right.
- 22.3 Subrecipient shall address administrative, contractual, or legal remedies for all contracts in instances where Lower Tier Subrecipients violate or breach contract terms. Subrecipient must provide sanctions and penalties as appropriate.
- 22.4 The CEO, or designee, is authorized to act for and on behalf of County with respect to approval of any subcontract and Lower Tier Subrecipient employees. After approval of the subcontract by County, Subrecipient shall forward a fully executed subcontract to County for its files.
- 22.5 Subrecipient shall obtain and maintain on site certificates of insurance, which establish that the Lower Tier Subrecipient maintains all the types of insurance required by County from each approved Lower Tier Subrecipient. County may request copies of the certificates and endorsements required herein at any time. Failure by Subrecipient to comply with County's request may be deemed by County as a material breach of this Agreement.

## **23.0 APPROVAL OF SUBRECIPIENT'S STAFF**

County has the absolute right to approve or disapprove all of the Subrecipient's staff performing work hereunder and any proposed changes in the Subrecipient's staff.

**24.0 COVID-19 VACCINATION OF SUBRECIPIENT PERSONNEL**

At Subrecipient's sole cost, Subrecipient shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. Subrecipient shall complete and provide to the County a COVID-19 vaccination certification of compliance prior to beginning any work or services under this Agreement and at any time requested by County. In addition to complying with the requirements of this section, Subrecipient shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

**25.0 WAIVER**

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**26.0 EXECUTION OF AGREEMENT AND AMENDMENTS**

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

*{SIGNATURE PAGE TO FOLLOW}*

IN WITNESS WHEREOF, Subrecipient has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chief Executive Officer or designee, the day and year first written above.

SUBRECIPIENT: ASIAN YOUTH CENTER, INC.

By *Michelle Freridge*  
MICHELLE FRERIDGE, M.P.A., J.D.  
Executive Director



COUNTY OF LOS ANGELES

By *Celia Zavala*  
CELIA ZAVALA, Executive Officer  
Board of Supervisors  
Or Designee \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
Acting County Counsel

By *Dawyn R. Harrison*  
Deputy County Counsel

herby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By *Lachelle Smithman*  
Deputy

79256

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

52-F JUL 27 2021

*Celia Zavala*  
CELIA ZAVALA  
EXECUTIVE OFFICER

**EXHIBIT A**  
**PROJECT DESCRIPTION**

**STATEMENT OF WORK**

**1.0 SCOPE OF WORK**

1.1 County of Los Angeles (County) Workforce Development, Aging and Community Services (WDACS)/Los Angeles County Commission on Human Relations (LACCHR) is charged with administering American Rescue Plan Act funds ("ARP") This Statement of Work (SOW) outlines the required tasks of the Program To Increase Capacity To Address Pandemic Related Hate (Program). This SOW outlines the required tasks of the Subrecipient, Asian Youth Center (Subrecipient) to launch and operate school-based Dream Resource Centers services at two secondary schools in the Antelope Valley which have been heavily impacted by pandemic related hate, and to provide technical assistance and expertise to a second Subrecipient that will be developing additional Dream Resource Centers.

**2.0 SPECIFIC TASKS**

2.1 Subrecipient shall launch and operate school-based Dream Resource Centers to:

2.1.1 Provide a safe inclusive space for vulnerable students historically targeted for hate where they can safely study, build peer support and become student leaders.

2.1.2 Build capacity of vulnerable students and ally staff to develop and promote shared values that build positive school climates. Subrecipient shall teach students to:

2.1.2.1 Develop advocacy skills;

2.1.2.2 Build community allies to support the Centers;

2.1.2.3 Organize healing interventions through art-based workshops and events; and

2.1.2.4 Participate in cultural proficiency trainings, summer enrichment programs, field trips to college campuses or trips to other Dream Resource Centers.

2.1.3. Subrecipient shall build the capacity of the students to learn and apply leadership skills so that they can influence, engage, and collaborate with each other, and with staff by providing services such as peer to peer conflict mediation; peer academic support; restorative justice and peer to peer counseling services.

- 2.1.4. Subrecipient shall provide referrals to appropriate mental health or wellness services.
- 2.1.5. Subrecipient shall provide legal clinics and referrals for free legal aid for immigrant students at least semi-annually.
- 2.2 Subrecipient shall work with County staff to ensure the following training options are offered at the Dream Resource Centers.
- 2.3 Subrecipient shall work with the County outside evaluation firm to document Program Metrics, Stated Outcomes, Service Numbers, pre- and post-surveys to assess efficacy of Dream Resource Center student services.
- 2.4 Subrecipient shall participate in County-provided opportunities for countywide summer enrichment programs, including a countywide youth summit.
- 2.5 Subrecipient shall ensure that a student sign-in process is used, both to identify numbers and demographics of students; services accessed, and to identify students who may need higher levels of mental health or social emotional wellness services. Subrecipient shall work with school-based mental health professionals or shall provide higher levels of mental health services to identified students at risk for self-harm.
- 2.6 Subrecipient shall provide a Site Supervisor or Specialist for a minimum of 20 hours per week to assist the Dream Resource Center's school staff in operating a minimum of two Dream Resource Centers at Antelope Valley secondary schools.
- 2.7 Subrecipient Site Supervisor shall serve as coordinator for the Dream Resource Center, and work with staff and students to ensure the Center's operations work smoothly and serve students optimally.
- 2.8 Subrecipient Site Supervisor shall organize enrichment activities, stock Community Cupboards, and keep Center equipment operations and purchases needed school supplies for Students.
- 2.9 Subrecipient shall work with school staff to ensure Center operates at maximum efficacy for students.
- 2.11 Subrecipient Site Supervisor shall organize any planned field trips; ensure students access an annual youth summit to be organized by the County; work with other County departments to offer services to students; and work with community members to bolster support for The Dream Resource Center's activities.
- 2.12 Subrecipient shall provide technical assistance in the provision of the operation of Dream Resource Centers to a second County agency, to ensure additional Centers in are launched, and operate effectively.
- 2.13 Subrecipient shall provide additional trainings and collaborate for cross-trainings with a County-named agency.
- 3.0 Subrecipient shall supervise Site Supervisors.

## EXHIBIT B

### PRICING SCHEDULE

Service	Amount
<b>Personnel Costs</b>	
Two .5 FTE Site Supervisors salaries including fringe benefits @ 27%	\$34,675 x 2 = \$69,350
Fringe @ 27% of Personnel Subtotal of \$69,350	\$18,724.50
Total Personnel	88,074.50
<b>Operating Costs</b>	
Provision of training and technical assistance services integrating LACCHR and second contractor's launch of seven other separate Dream Resource Centers in SD 1,2,4	\$13,650.22
Supplies for 2 Dream Resource Centers @\$887.64	\$1,775.28
Administrative @ 10%	\$11,500
<b>Total Budget</b>	\$ 115,000.00

**EXHIBIT C**  
**AMERICAN RESCUE PLAN ACT**  
**REQUIREMENTS**

The terms of this Exhibit shall apply to the Subrecipient (as defined in 2 CFR 200.93), and all of its Lower Tier Subrecipients, agents, service providers at any tier, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Subrecipient shall include this Exhibit in all agreements executed for performance of this Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Definitions can be found in the Agreement or in 2 CFR 200.1 (Definitions) if not found in the Agreement.

This Exhibit includes key provisions of the ARP Act set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Subrecipient's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement including Treasury Laws and Regulations.

**1.0 Equal Employment Opportunity (41 CFR Part 60).** During the performance of this Agreement, the Subrecipient agrees as follows:

- 1.1** The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of this Agreement, the Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
- 1.2** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 1.3** The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Subrecipient's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments under Section 202 of

Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 1.4 The Subrecipient will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.5 The Subrecipient will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 1.6 In the event that the Subrecipient fails to comply with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 1.7 The Subrecipient will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each Subrecipient or vendor. The Subrecipient will take such actions with respect to any contract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that the Subrecipient becomes involved in, or is threatened with litigation with a contractor or vendor as a result of such direction by the County, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

**2.0 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** As applicable, the Subrecipient shall comply with the prevailing wage requirements of the Davis-Bacon Act as amended, and as supplemented by the Department of Labor Regulations (29 CFR Part 5).

**3.0 Contract Work Hours, Accident Prevention, And Safety Standards Act (40 U.S.C. 3701-3708).** As applicable, the Subrecipient shall comply with the contract work hours and safety standards act set forth in 40 U.S.C. 3701-3708.

The Subrecipient shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Subrecipient shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Agreement.

**4.0 Rights To Inventions Made Under the Agreement (37 CFR Part 401).** As applicable, Subrecipient must comply with the requirements of 37 CFR Part 401, "rights to inventions made

by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements,” and any implementing regulations issued by the County.

**5.0 Clean Air Act (42 U.S.C. 7401-7671Q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** As applicable, Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.

**6.0 Debarment and Suspension (Executive Orders 12549 and 12689).** Subrecipient certifies that neither it nor any of its owners, officers, partners, directors, principals, or other contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. All agreements shall include a contractual provision to this effect and of this substance in all of its contractor agreements. Subrecipient shall immediately notify County in writing, during the term of this Agreement, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement. County may also pursue any additional, available remedies, including but not limited to, suspension and debarment.

## **7.0 Lobbying.**

**7.1 Federal Lobbyist Requirements.** Subrecipients are prohibited from using Project Funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each Subrecipient must also disclose any lobbying with non-federal funds that takes place in connection with obtaining program funds. Should the Subrecipients acting on behalf of the Agreement fail to fully comply with the Federal Lobbyist Requirements, civil penalties may result.

**7.2 County Lobbyist Requirements.** Subrecipient and each County lobbyist or County lobbyist firm, as defined in the Los Angeles County Code ("Code") Chapter 2.160, retained by the Subrecipient, shall also fully comply with the requirements as set forth in said County Code.

**7.3 Lobbying Certifications.** Each Subrecipient shall complete and submit Attachment 1, Certification Regarding Lobbying, to this Exhibit C. 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 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**7.4 Failure to Comply.** Failure on the part of the Subrecipients to fully comply with said Federal and County Lobbyist Requirements shall constitute a material breach of the Agreement upon which the County may immediately terminate this Agreement, and the

Subrecipient shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.

- 8.0 Procurement of Recovered Materials (2 CFR 200.323).** Subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- 9.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216).** Subrecipients shall comply with 2 CFR Section 200.216 in regards to prohibition on certain telecommunications and video surveillance services or equipment.
- 10.0 Domestic Preferences for Procurements (2 CFR 200.322).** Subrecipient shall comply with 2 CFR Section 200.322 for work, services or products under this Agreement.
- 11.0 Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).** Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of the Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.

**EXHIBIT C**  
**ATTACHMENT 1**

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans and Cooperative Agreements*

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subgrants and contracts under grants, loan and cooperative agreements) and that all contractors 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 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature of Subrecipient's Authorized Official

5/13/22  
\_\_\_\_\_  
Date

Executive Director  
\_\_\_\_\_  
Name and Title of Subrecipient's Authorized Official

**EXHIBIT D  
INSURANCE REQUIREMENTS**

**I. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Treasury Laws and Regulations.

This Exhibit is the minimum insurance coverage terms, types and limits (the "Required Insurance") and are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

**A. Evidence of Coverage and Notice to County**

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
2. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s),

shall be construed as a waiver of any of the Required Insurance provisions.

5. Certificates and copies of any required endorsements shall be sent to:

Carol Domingo, Program Manager  
County of Los Angeles  
Workforce Development, Aging and Community Services  
510 South Vermont Avenue, 11<sup>th</sup> Floor  
Los Angeles, CA 90020

6. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

**B. Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- C. Cancellation of or Changes in Insurance.** Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion

of the County, upon which the County may suspend or terminate this Agreement.

- D. Failure to Maintain Insurance.** Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- E. Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- F. Contractor's Insurance Shall Be Primary.** Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- G. Waivers of Subrogation.** To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- H. Subcontractor Insurance Coverage Requirements.** Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- I. Deductibles and Self-Insured Retentions (SIRs).** Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense

expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- J. **Claims Made Coverage.** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- K. **Application of Excess Liability Coverage.** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- L. **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. ("ISO") separation of insureds provision with no insured versus insured exclusions or limitations.
- M. **Alternative Risk Financing Programs.** The County reserves the right to review, and then approve, Contractor use of self- insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- N. **County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## II. INSURANCE COVERAGE

- A. **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- B. **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- C. Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**AMERICAN RESCUE PLAN ACT OF 2021**  
**AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND**  
**HELPLINE YOUTH COUNSELING, INC.**

**Increasing Capacity To Address Pandemic Related Hate**  
**By Providing School Based Dream Resource Center Services**

THIS AGREEMENT ("Agreement") is made and entered into on July 1, 2022 ("Effective Date") by and between the County of Los Angeles, through its Executive Office of the Board of Supervisors hereinafter referred to as "County", and Helpline Youth Counseling, Inc. ("Subrecipient"), with County and Subrecipient individually referred to as "Party" or collectively as "Parties."

**WHEREAS**, on March 4, 2020, the Chair of the County Board of Supervisors ("Board") proclaimed existence of a local health emergency regarding novel coronavirus ("COVID-19") in Los Angeles County;

**WHEREAS**, on March 11, 2021, the American Rescue Plan ("ARP") Act was signed into law, which amended Title IV of the Social Security Act 17 to add Section 603 establishing the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF");

**WHEREAS**, County has received a direct payment of ARP Act funds from the Treasury, which may only be used to cover costs incurred beginning March 3, 2021 and ending December 31, 2024, with all payments made by December 31, 2026:

1. To respond to the public health emergency with respect to COVID-19 or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year prior to the emergency; or
4. To make necessary investments in water, sewer or broadband infrastructure;

**WHEREAS**, the U.S. Treasury ("Treasury") has issued a Final Rule 31 (Code of Federal Regulations ("CFR") Part 35), Compliance and Reporting Guidance SLFRF, and SLFRF Frequently Asked Questions that provide additional guidelines and instructions and apply equally to County and any contractors or subrecipients receiving ARP Act funds;

**WHEREAS**, on July 27, 2021, the County's Board adopted a spending plan ("Spending Plan") totaling \$975.0 million for COVID-19 related expenditures ("ARP Funds");

**WHEREAS**, on November 30, 2021, the County's Board delegated authority to the Chief Executive Officer ("CEO"), or designee, to execute agreements and any and all amendments under the ARP Spending Plan; and

**WHEREAS**, County seeks to enter into this Agreement with Subrecipient to reflect County's allocation of ARP Funds in the amount of \$370,000 to the Subrecipient for the purpose of carrying out part of the ARP award by Increasing Capacity To Address Pandemic Related Hate subject to all the conditions and restrictions required by the ARP Act.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

**1.0 TERM OF AGREEMENT**

The term of this Agreement shall commence upon the Effective Date and shall continue until all of the Parties' obligations under this Agreement are fully satisfied, but in any event no later than December 31, 2026, unless sooner terminated or extended by County.

**2.0 ENTIRE AGREEMENT**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the complete and exclusive statement of understanding between the Parties and supersedes all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless properly executed in accordance with this Agreement.

**3.0 USE OF ARP FUNDS**

**3.1 PROJECT FUNDS.** Subrecipient shall receive a portion of County's allocation of the ARP Funds up to \$370,000 ("Project Funds") to Increase Capacity To Address Pandemic Related Hate ("Project") pursuant to Exhibit A, Project Description, Exhibit B, Pricing Schedule, and Exhibit C, Notice of Federal Subaward Information which are attached hereto and incorporated by reference, during the period that begins on March 3, 2021, and ends on December 31, 2026 ("Covered Period"). All Project Funds made to the Subrecipient are subject to the terms and conditions set forth in this Agreement and Exhibit C, American Rescue Plan Act Requirements, attached hereto and incorporated by reference. In no instance shall the County be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs or expenses.

3.1.1 Subrecipient shall invoice County only for the Project and other work specified in Exhibit A, Statement of Work, in accordance with the ARP Act, Treasury regulations, guidelines, and instructions, and this Agreement. Subrecipient's payments shall be as provided in Exhibit B, Pricing Schedule, and Subrecipient shall be paid only for work approved in writing by County. If County does not approve work in writing, no payment shall be due to Subrecipient for that work. Subrecipient shall submit monthly invoices to County by the 15th calendar day of the month following the month of service. Subrecipient's invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Invoices must comply with any requirements imposed by Exhibit C, American Rescue Plan Act Regulatory Requirements, including identification of any work using ARP Funds.

3.1.2 Subrecipient shall return Project Funds to County if County determines, in its sole discretion, any or all of the following occurs: (1) Subrecipient is unable to expend the Project Funds within the applicable deadlines provided herein; or, (2) Subrecipient has expended Project Funds not in accordance with this Agreement and the ARP Act, including but not limited to, current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").

3.1.3 Project Funds provided to Subrecipient are to be used to provide Services in response to the COVID-19 public health emergency or its negative economic impacts according to this Agreement and incorporated Exhibits and in accordance with Treasury Laws and Regulations.

Federal Award Information:

1. Subrecipient's DUNS Number: 099011843
2. Federal Award Identification Number (FAIN): SLFRP0137
3. Federal Award Date: April 15, 2022
4. Subaward Period of Performance Start and End Date: July 1, 2022- June 30, 2023
5. Amount of Federal Funds Obligated to Subrecipient: \$370,000
6. Total Amount of Federal Funds Obligated to Subrecipient: \$370,000
7. Total Amount of Federal Award: \$370,000
8. Federal Award Project Description: **Coronavirus State and Local Fiscal Recovery Funds**
9. Name of Federal Award Agency: **Department of the Treasury**
10. Assistance Listing Number: **21.027**
11. Identification of Whether the award is Research and Development (R&D): **Award is not R&D**
12. Indirect Cost Rate: **A de minimis of up to 10% unless there is an accepted negotiated rate accepted by all federal awarding agencies.**

3.2 EXPENDITURES. Project Funds expenditures made by Subrecipient in connection with this Agreement shall be in strict compliance and conformity with Treasury Laws and Regulations. Project Funds expenditures incurred must be for activities responding to the COVID-19 public health emergency or its negative economic impacts.

3.3 ADMINISTRATION COSTS. Subrecipient agrees to refund any unused portion of the Project Funds, including any interest earned on the Project Funds, upon completion or termination of this Agreement, less any administration costs. Such administrative costs shall be in conformance with applicable Treasury Laws and

Regulations and related provisions of the Federal Uniform Guidance, including, but not limited to, 2 CFR 200.414. Eligible indirect costs are based on:

3.3.1 The negotiated indirect cost rate ("NICRA") approved by its cognizant agency for the Fiscal Year application to this Agreement; or,

3.3.2 If Subrecipient has never received a negotiated indirect cost rate from a Federal Agency, a de minimis rate of ten percent (10%) of Modified Total Direct Costs ("MTDC") as defined in 2 CFR 200.68.

**3.4** SOURCE AND APPROPRIATION OF ARP FUNDS. County's obligation is payable only and solely from ARP Funds appropriated through Treasury, and for the purpose of this Agreement. This Agreement will automatically terminate for convenience per the terms of this Agreement In the event the Board has not appropriated future ARP Funds for this Project. County will endeavor to notify Subrecipient in writing within ten (10) days of receipt of the non-appropriation notice.

**3.5** IMPROPER USE OF ARP FUNDS. Subrecipient shall only use Project Funds in accordance with this Agreement and Subrecipient's improper use of Project Funds, as determined by CEO, or designee, shall constitute a material breach of contract upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.

#### **4.0 COMPLIANCE WITH LAWS**

By entering into this Agreement and thereby accepting the allocation of Project Funds, the Subrecipient agrees to comply with and implement this Agreement in a manner satisfactory to the County and Treasury and consistent with all Treasury Laws and Regulations that may be required from time to time as a condition of the County providing the Project Funds, including but not limited to, all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement and Treasury Laws and Regulations.

**4.1** COUNTY LAWS. Subrecipient must comply with all County laws and policies.

**4.2** LAWS, REGULATIONS AND GUIDELINES. This Agreement is subject to and incorporates the terms of the ARP Act; Treasury Laws and Regulations, 2 CFR Part 25, Universal Identifier and System for Award Management; as well as, 2 CFR Part 170, Reporting Subaward and Executive Compensation Information; 2 CFR Part 200, General Provisions (Subpart B), Pre-Federal Award Requirements and Contents of Federal Awards (Subpart C), Post Federal; Award Requirements (Subpart D), Cost Principles (Subpart E), and Audit Requirements for Federal Awards (Subpart F); County Auditor-Controller Contract Accounting and Administration Handbook; and, all amendments or successor laws, regulations, or guidelines thereto.

#### **5.0 CONFIDENTIALITY**

Subrecipient must comply with all applicable federal, State, and local laws and regulations pertaining to confidentiality of records. Subrecipient shall keep confidential all reports, information and data received, prepared and/or assembled pursuant to performance

hereunder. Subrecipient shall use such information solely for the Project hereunder and shall not make it available to any person, firm, corporation or entity without the prior written consent of County. Subrecipient shall ensure compliance with the provisions of this Paragraph by its contractors and any other persons or entities providing services for or on behalf of Subrecipient.

## **6.0 REPORTS AND AUDITS**

**6.1** UNIFORM ADMINISTRATIVE REQUIREMENTS. Subrecipient, its agencies or instrumentalities must comply with the policies, guidelines and Uniform Administrative Requirements of 2 CFR Part 200 et al, as applicable, as they related to the cost principles, audit requirements, acceptance and use of federal funds under this part. These requirements include, but are not limited to:

6.1.1 Single Audit Compliance: Subrecipient will be in compliance with the Federal Single Audit Act (31 USC §§ 7501-7507), as described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F.

6.1.2 Accounting Standards: Subrecipient agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. Subrecipient shall maintain its account and annual fiscal reports as prescribed by the Generally Accepted Accounting Principles ("GAAP").

6.1.3 Suspension and Debarment: Subrecipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs. Subrecipient further agrees to verify that its contractors have not been suspended or debarred from participating or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs.

**6.2** REPORTING REQUIREMENTS. Subrecipient must timely submit the reports prescribed below. The County reserves the right to request additional detail and support for any report made. The Subrecipient's performance under this Agreement will be assessed based in part on whether it has timely submitted the reports. Subrecipient shall comply with all reporting requirements by the County, set forth in this Paragraph, Compliance and Reporting Guidance as issued and amended by Treasury, and Treasury Laws and Regulations. Subrecipient shall prepare and submit financial, performance, project progress, monitoring, evaluation and any other reports as required by County. Subrecipient shall submit reports to County monthly consisting of aggregate calls and case management services rendered. Annual reports will include aggregate data. [Frequency to be inserted by Department] unless indicated below.

6.2.1 Monthly Activity Reports: Subrecipient shall provide monthly activity reports that addresses the following, at a minimum: (i) identify the costs

paid (and projected to be paid) for the Project Fund as of the date provided by County; (ii) demonstrate how Subrecipient expended the Project Funds consistent with the use requirements set forth in this Agreement; (iii) identify the balance of Project Funds not expended; (iv) a description of activities to be undertaken in the next reporting period; and (v) describe a plan for expenditure of unspent Project Funds on or before December 31, 2024. Unless otherwise waived in writing by the County, monthly activity reports must begin on the first calendar day of the second month following execution of this Agreement and must continue through the receipt and approval by the County of the Project completion.

- 6.2.2 At any time during the term of this Agreement, County may, in its sole discretion, request that Subrecipient provide County with additional progress reports not otherwise identified in this Paragraph in the form specified by County, to ensure that Subrecipient is meeting the requirements of this Agreement and in accordance with Treasury Laws and Regulations.
- 6.2.3 Subrecipient shall provide a certification, in a form provided by County, signed by the Subrecipient's authorized official, with each report required under this Paragraph that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under this Agreement.
- 6.2.4 The County may withhold Project Funds and or disallow expenditures anytime the Subrecipient fails to comply with any term or condition of the Agreement, which may include, but is not limited to the failure to: submit reports in a timely manner; submit final reports from previous projects in a timely manner; resolve audit exceptions on past or current grants in a timely manner; inadequate maintenance of accounting records; cooperate with federal staff or representatives to review Project and/or fiscal records; and/or pay costs disallowed by Treasury Laws and Regulations according to payment terms agreed to by the Subrecipient and in a timely manner.
- 6.2.5 Subrecipient shall provide monthly reports to the County on data related to use of Project Funds as specified by the County, which may include: job creation, grants, outcomes, expenditures, and project-specific metrics by geography or other criteria in relation to this Agreement. Subrecipient shall provide to the County information regarding competitive solicitations for contractors and subcontractors in relation to this Agreement as soon as solicitations are publicly posted, available, or released. Subrecipient shall maintain and provide to the County any other data and documents involving Project Funds as requested by County. Subrecipient understands and agrees to allow the County to include any and all information on the County's website(s), as solely determined by the County.

- 6.3** AUDITS. County will audit Subrecipient's use of Project Funds in accordance with County's policy and Treasury Laws and Regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Subrecipient's

invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Audits may also be conducted by federal, State, or local funding source agencies.

6.3.1 County, or its authorized representatives shall, at all times during the term of this Agreement, and until March 31, 2032, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Subrecipient. Subrecipient's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Subrecipient's use of Project Funds.

6.3.2 A financial audit of Subrecipient's performance under this Agreement shall be conducted at County's discretion. If indications of misappropriation or misapplication of the Project Funds of this Agreement cause County to require a special audit, the cost of the audit at the sole expense of Subrecipient.

6.4 Compliance with this Paragraph and any reporting or auditing requirements shall be at no additional cost to County, unless authorized in writing. Failure of Subrecipient to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.

6.5 Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with Treasury Laws and Regulations or this Agreement, Subrecipient shall refund the questioned Project Funds, including any interest earned on the Project Funds to the County.

## 7.0 MAINTENANCE OF RECORDS

7.1 MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS. Subrecipient shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with the Treasury Laws and Regulations. Subrecipient shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Subrecipient's use or expenditure of the Project Funds and Subrecipient's compliance with this Agreement and Treasury Laws and Regulations. Subrecipient shall also comply, and shall ensure that its Subrecipients comply, with the records retention and access requirements contained in Treasury Laws and Regulations. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.

7.2 EXAMINATION OF RECORDS. In accordance with federal, State, or local law and pursuant to this Agreement, at any time during normal business hours and as often as either County, its designees, or the federal or State government may deem necessary, Subrecipient must make available for examination all of its records and financial documents with respect to all matters covered by this Agreement.

7.3 RECORDS RETENTION. Subrecipient shall maintain, and permit on-site inspections and access of such property, personnel, financial and other records and accounts as

are considered necessary by County to assure proper accounting for the Project Funds allocated by County to Subrecipient during the term of this Agreement and up to December 31, 2031 or for a period of five (5) years after final payment is made using Project Funds, whichever date is later, in compliance with the Treasury Laws and Regulations on records retention, and any other applicable laws or regulations. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.

## **8.0 INDEPENDENT CONTRACTOR**

Subrecipient shall be considered an independent contractor, and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County. Subrecipient shall indemnify, defend (with counsel approved by County), and hold harmless County and its officers, directors, employees, agents and representatives from any suit, claim, cost, expense or other liability arising from a breach of these representations or determination that Subrecipient is not an independent contractor under any applicable federal, State, or local laws.

## **9.0 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS**

Subrecipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Subrecipient shall be responsible for observing and complying with any applicable federal, State, or local laws, or rules or regulations affecting any such work. Subrecipient shall provide copies of permits, licenses, and approvals to County upon request.

## **10.0 INDEMNIFICATION**

Subrecipient, at its sole cost and expense, shall indemnify, defend (with counsel approved in writing by County), and hold County, its elected and appointed officials, officers, employees and agents harmless from and against any and all liabilities, including but not limited to claims, demands, actions, costs, losses, damages, fees, and expenses (including attorney and expert witness fees), whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from this Agreement and/or the actions or inactions of Subrecipient and/or its contractors, subcontractors, agents and representatives in connection with this Agreement and any agreement or instruments executed in connection herewith. The obligations of Subrecipient under this Section shall survive the expiration or termination of this Agreement.

## **11.0 TERMINATION**

**11.1** TERMINATION FOR CONVENIENCE. County may terminate this Agreement at any time upon ten (10) days' prior written notice to Subrecipient for any reason; provided, however, during this ten (10) day period Subrecipient shall use its reasonable efforts to conclude any Project Funds that are in process, complete any books and records relating to the services of Subrecipient relating to the Project

Funds for this Agreement. Subrecipient shall be entitled to any fees and reimbursement to which it was and is entitled to during such ten (10) day period.

- 11.2** TERMINATION FOR CAUSE. County may, by written notice to Subrecipient, terminate the whole or any part of this Agreement, if, in the judgment of County: Subrecipient has materially breached this Agreement; Subrecipient is not complying, or failed to comply, with the ARP Act, current, subsequent Treasury regulations, guidelines, and instructions, and any other applicable laws and regulations; Subrecipient fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or, Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in any case fails to demonstrate convincing progress toward a cure within five (5) working days after receipt of written notice from County specifying such failure. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Subrecipient under this Agreement shall, at the option of County, become County's property, and Subrecipient may be entitled to receive just and equitable compensation for any work satisfactorily completed.
- 11.3** Termination of this Agreement under this Paragraph shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this Agreement and Treasury Laws and Regulations that survive the Agreement termination.

## **12.0 ATTORNEY FEES**

In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

## **13.0 AMENDMENTS**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or Agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County, in writing.

## **14.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED**

- 14.1** Subrecipient, its agents and employees shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR 200.112 and 24 CFR 570.611. Subrecipient agrees to incorporate the language found in this Paragraph in contracts using Project Funds and subject to compliance with conflict of interest federal, State, and local laws.
- 14.2** Subrecipient represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Subrecipient, or shall have any direct or indirect financial interest in Subrecipient.
- 14.3** Subrecipient represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of

the Agreement will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Agreement or who subsequently becomes affiliated with Subrecipient in any capacity shall not participate in the provision of services or performance provided under the Agreement or share in the profits of Subrecipient earned for a period of one year from the date he/she separated from County employment.

**14.4** Subrecipient shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112

**15.0 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the Parties hereto and their respective successors and assigns; provided, however, that Subrecipient may not assign any of its rights or delegate any of its duties hereunder to any party other than an affiliate of Subrecipient without the prior written consent of County.

**16.0 SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

**17.0 INSURANCE**

Subrecipient shall obtain and maintain such insurance as required by County's standard terms and conditions, attached as Exhibit E, Insurance Requirements.

**18.0 CHOICE OF LAW/VENUE**

The Parties agree that the courts would apply California law in disputes arising out of the agreement, and the venue would be either the Los Angeles Superior Court for state claims, or the U.S. District Court – Central District for federal claims, or actions removed to federal court.

**19.0 INTERPRETATION**

No provision of this Agreement shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Agreement is to be construed as if both Parties drafted it hereto.

**20.0 PROJECT INTEGRITY**

Subrecipient shall maintain and implement practices to protect the integrity of the Project and the Project Funds, and Subrecipient shall immediately report any suspected or confirmed waste, fraud, or abuse of Project Funds under this Agreement to County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this Project; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action

designed to improperly influence any determination with respect to an award under this agreement, or; information that anyone with decision making responsibility under this Agreement has any financial interest in or receives any benefit from it. Such reports may also be made to County Fraud Hotline at (800) 544-6861 or online at <http://fraud.lacounty.gov>.

## **21.0 NOTICES AND APPROVALS**

All notices, invoices, and reports shall be directed to and made by the following representatives of the Parties:

To County: ROBIN TOMA, EXECUTIVE DIRECTOR  
L.A. COUNTY COMMISSION ON HUMAN  
RELATIONS  
ADDRESS: 510 N. VERMONT, 11<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90020  
EMAIL: RToma@hrc.lacounty.gov  
PHONE: 213-446-4284

To Subrecipient: JEFF FARBER, EXECUTIVE DIRECTOR  
HELPLINE YOUTH COUNSELING  
ADDRESS: 14181 TELEGRAPH ROAD,  
WHITTIER, CA 90604  
EMAIL: jfarber@hycinc.org  
PHONE: 562-273-0722

Subrecipient agrees to notify County about any change in: (1) key personnel; (2) address, phone number or other pertinent contact information; and (3) tax exempt classification under the Internal Revenue Code.

## **22.0 SUBCONTRACTING**

Subrecipient shall not subcontract any of its responsibilities to a Lower Tier Subrecipient under this Agreement or permit subcontracted responsibilities to be further subcontracted without the prior written approval of County.

**22.1** Subrecipient shall indemnify and hold County, its elected and appointed officials, officers, employees, representatives, and agents harmless with respect to the activities of each and every Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient were Subrecipient's employees.

**22.2** Subrecipient shall remain fully responsible for all performances required of it under this Agreement, including those that Subrecipient has determined to subcontract, notwithstanding County's approval of Subrecipient's proposed subcontract. Subrecipient shall be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipient(s) and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to subcontract. County's consent to subcontract

shall not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing services under this Agreement. Subrecipient is responsible to notify its Lower Tier Subrecipients of this County right.

**22.3** Subrecipient shall address administrative, contractual, or legal remedies for all contracts in instances where Lower Tier Subrecipients violate or breach contract terms. Subrecipient must provide sanctions and penalties as appropriate.

**22.4** The CEO, or designee, is authorized to act for and on behalf of County with respect to approval of any subcontract and Lower Tier Subrecipient employees. After approval of the subcontract by County, Subrecipient shall forward a fully executed subcontract to County for its files.

**22.5** Subrecipient shall obtain and maintain on site certificates of insurance, which establish that the Lower Tier Subrecipient maintains all the types of insurance required by County from each approved Lower Tier Subrecipient. County may request copies of the certificates and endorsements required herein at any time. Failure by Subrecipient to comply with County's request may be deemed by County as a material breach of this Agreement.

### **23.0 APPROVAL OF SUBRECIPIENT'S STAFF**

County has the absolute right to approve or disapprove all of the Subrecipient's staff performing work hereunder and any proposed changes in the Subrecipient's staff.

### **24.0 COVID-19 VACCINATION OF SUBRECIPIENT PERSONNEL**

At Subrecipient's sole cost, Subrecipient shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. Subrecipient shall complete and provide to the County a COVID-19 vaccination certification of compliance prior to beginning any work or services under this Agreement and at any time requested by County. In addition to complying with the requirements of this section, Subrecipient shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

### **25.0 WAIVER**

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

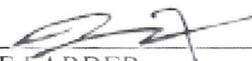
### **26.0 EXECUTION OF AGREEMENT AND AMENDMENTS**

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

{ SIGNATURE PAGE TO FOLLOW }

IN WITNESS WHEREOF, Subrecipient has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chief Executive Officer or designee, the day and year first written above.

SUBRECIPIENT:  
HELPLINE YOUTH COUNSELING, INC.

BY   
JEFF FARBER  
Executive Director



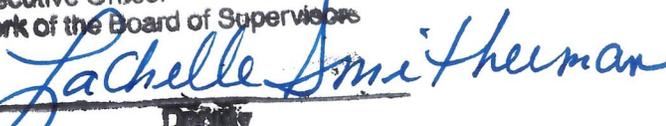
COUNTY OF LOS ANGELES  
By   
CELIA ZAVALA, Executive Officer  
BOARD OF SUPERVISORS  
Or Designee \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
Acting County Counsel

By   
Deputy County Counsel

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By   
Deputy

79257

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

52-F JUL 27 2021

  
CELIA ZAVALA  
EXECUTIVE OFFICER

**EXHIBIT A**  
**PROJECT DESCRIPTION**  
**EXHIBIT A**

**STATEMENT OF WORK (SOW)**

**1.0 SCOPE OF WORK**

1.1 County of Los Angeles (County) Workforce Development, Aging and Community Services (WDACS) is charged with administering American Rescue Plan Act funds ("ARPA") This Statement of Work (SOW) outlines the required tasks of the Program To Increase Capacity To Address Pandemic Related Hate (Program). This SOW outlines the required tasks of the Subrecipient, Helpline Youth Counseling, Inc. (Subrecipient) to launch and operate school-based Dream Resource Centers services at a minimum of six (6) secondary schools in the historically targeted communities and which have been heavily impacted by pandemic related hate.

**2.0 SPECIFIC TASKS**

2.1.1 Subrecipient shall launch and operate school-based Dream Resource Centers that provide a safe inclusive space for vulnerable students historically targeted for hate where they can safely study, build peer support and become student leaders.

2.1.2 Subrecipient shall build capacity of vulnerable students and ally staff to develop and promote shared values that build positive school climates. Subrecipient shall teach students to:

2.1.2.1 Develop advocacy skills;

2.1.2.2 Build community allies to support the Centers;

2.1.2.3 Organize healing interventions through art-based workshops and events; and

2.1.2.4 Participate in cultural proficiency trainings, summer enrichment programs, field trips to college campuses or trips to other Dream Resource Centers.

2.1.3. Subrecipient shall build the capacity of students to learn and apply leadership skills so that they can influence, engage, and collaborate with

each other, and with staff by providing services such as peer to peer conflict mediation; peer academic support; restorative justice and peer to peer counseling services.

- 2.1.4. Subrecipient shall provide referrals to appropriate mental health or wellness services.
- 2.1.5. Subrecipient shall provide legal clinics and referrals for free legal aid for immigrant students at least semi-annually.
- 2.2. Subrecipient shall work with LACCHR staff to ensure the following training options are offered: Peer mediation; peer counseling; restorative justice, as appropriate.
- 2.3. Subrecipient shall work with the County outside evaluation firm to document program metrics, stated outcomes, service numbers, pre- and post-surveys to assess efficacy of Dream Resource Center student services.
- 2.4. Subrecipient shall participate in County-provided opportunities for countywide summer enrichment programs, including a countywide youth summit to be organized by the County.
- 2.5. Subrecipient shall ensure that a student sign-in process is used, both to identify numbers and demographics of students; services accessed, and to identify students who may need higher levels of mental health or social emotional wellness services. In these cases, Subrecipient shall work with school-based mental health professionals or provide higher levels of mental health services to identified students at risk for self-harm.
- 2.6. Subrecipient shall provide a Site Supervisor or Specialist for a minimum of 20 hours per week to assist the Dream Resource Centers' school staff in operating a minimum of seven Dream Resource Centers at selected secondary schools.
- 2.7. Subrecipient Site Supervisors shall serve as coordinators for the Dream Resource Centers, working with staff and students to ensure the Centers' operations work smoothly and serve students optimally.
- 2.8. Subrecipient shall ensure its Site Supervisor organizes enrichment activities; stocks Community Cupboards; keeps Center equipment operations and purchases needed school supplies for Students.
- 2.9. Subrecipient shall work with school staff to ensure Center operates at maximum efficacy for students.
- 2.11. Subrecipient shall organize any planned field trips; ensure students access an annual youth summit to be organized by the County; work with other County departments

to offer services to students; and shall work with community members to bolster support for each Dream Resource Center's activities.

- 2.12 Subrecipient shall work with Asian Youth Center to provide technical assistance to ensure the Centers launch and operate effectively.
- 2.13 Subrecipient shall provide additional trainings, and collaborate for cross-trainings with a second Asian Youth Center, as directed by County.
- 2.14 Subrecipient shall provide adequate supervision for Site Supervisors.

## EXHIBIT B

### PRICING SCHEDULE

Service	Amount
<b>Personnel</b>	
Six .5 FTE Site Supervisors to provide Center's operations; programs; provision of mentoring, tutoring, school supplies, interventions and referrals to needed resources @ 20 hours/week @ \$27/hour x 52 weeks each Supervisor	\$28,080/Site Supervisor x 6 Centers = \$168,480.00
1.0 FTE Program Manager to supervise Six Site Supervisors; provide mental health referrals to students at-risk of self harm; liaison with LACCHR staff, school site staff; parents/caretakers; work with community supporters to sustain Center's work @ \$33.65/hr x 52 weeks	\$69,992.00
.50 FTE Clinical Supervisor to provide Center's peer mediation services; oversee case management services for students/families referred for resources @ \$38.46/hr x 20 hrs/week x 52 weeks	\$40,185.60
<b>Total wages</b>	\$278,657.60
Payroll Taxes, Benefits @ 19% of wages	\$52,944.94
<b>Subtotal Personnel Costs</b>	\$331,602.54
<b>Operational Costs</b>	
Supplies for 6 Dream Resource Centers @ \$232.91 per site	\$1,397.46
Administrative @ 10% of direct expenses	\$37,000
<b>Total Budget</b>	<b>\$370,000</b>

**EXHIBIT C**  
**AMERICAN RESCUE PLAN ACT**  
**REQUIREMENTS**

The terms of this Exhibit shall apply to the Subrecipient (as defined in 2 CFR 200.93), and all of its Lower Tier Subrecipients, agents, service providers at any tier, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Subrecipient shall include this Exhibit in all agreements executed for performance of this Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Definitions can be found in the Agreement or in 2 CFR 200.1 (Definitions) if not found in the Agreement.

This Exhibit includes key provisions of the ARP Act set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Subrecipient's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement including Treasury Laws and Regulations.

**1.0 Equal Employment Opportunity (41 CFR Part 60).** During the performance of this Agreement, the Subrecipient agrees as follows:

- 1.1** The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of this Agreement, the Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
- 1.2** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 1.3** The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Subrecipient's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments under Section 202 of

Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 1.4 The Subrecipient will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.5 The Subrecipient will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 1.6 In the event that the Subrecipient fails to comply with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 1.7 The Subrecipient will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each Subrecipient or vendor. The Subrecipient will take such actions with respect to any contract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that the Subrecipient becomes involved in, or is threatened with litigation with a contractor or vendor as a result of such direction by the County, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

**2.0 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** As applicable, the Subrecipient shall comply with the prevailing wage requirements of the Davis-Bacon Act as amended, and as supplemented by the Department of Labor Regulations (29 CFR Part 5).

**3.0 Contract Work Hours, Accident Prevention, And Safety Standards Act (40 U.S.C. 3701-3708).** As applicable, the Subrecipient shall comply with the contract work hours and safety standards act set forth in 40 U.S.C. 3701-3708.

The Subrecipient shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Subrecipient shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Agreement.

**4.0 Rights To Inventions Made Under the Agreement (37 CFR Part 401).** As applicable, Subrecipient must comply with the requirements of 37 CFR Part 401, “rights to inventions made

by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements,” and any implementing regulations issued by the County.

**5.0 Clean Air Act (42 U.S.C. 7401-7671Q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** As applicable, Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.

**6.0 Debarment and Suspension (Executive Orders 12549 and 12689).** Subrecipient certifies that neither it nor any of its owners, officers, partners, directors, principals, or other contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. All agreements shall include a contractual provision to this effect and of this substance in all of its contractor agreements. Subrecipient shall immediately notify County in writing, during the term of this Agreement, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement. County may also pursue any additional, available remedies, including but not limited to, suspension and debarment.

## **7.0 Lobbying.**

**7.1 Federal Lobbyist Requirements.** Subrecipients are prohibited from using Project Funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each Subrecipient must also disclose any lobbying with non-federal funds that takes place in connection with obtaining program funds. Should the Subrecipients acting on behalf of the Agreement fail to fully comply with the Federal Lobbyist Requirements, civil penalties may result.

**7.2 County Lobbyist Requirements.** Subrecipient and each County lobbyist or County lobbyist firm, as defined in the Los Angeles County Code ("Code") Chapter 2.160, retained by the Subrecipient, shall also fully comply with the requirements as set forth in said County Code.

**7.3 Lobbying Certifications.** Each Subrecipient shall complete and submit Attachment 1, Certification Regarding Lobbying, to this Exhibit C. 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 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**7.4 Failure to Comply.** Failure on the part of the Subrecipients to fully comply with said Federal and County Lobbyist Requirements shall constitute a material breach of the Agreement upon which the County may immediately terminate this Agreement, and the

Subrecipient shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.

- 8.0 Procurement of Recovered Materials (2 CFR 200.323).** Subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- 9.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216).** Subrecipients shall comply with 2 CFR Section 200.216 in regards to prohibition on certain telecommunications and video surveillance services or equipment.
- 10.0 Domestic Preferences for Procurements (2 CFR 200.322).** Subrecipient shall comply with 2 CFR Section 200.322 for work, services or products under this Agreement.
- 11.0 Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).** Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of the Agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance.

**EXHIBIT C**  
**ATTACHMENT 1**

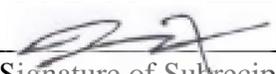
**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans and Cooperative Agreements*

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subgrants and contracts under grants, loan and cooperative agreements) and that all contractors 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 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature of Subrecipient's Authorized Official

5/16/2022  
\_\_\_\_\_  
Date

Jeff Farber, Executive Director  
\_\_\_\_\_  
Name and Title of Subrecipient's Authorized Official

**EXHIBIT D  
INSURANCE REQUIREMENTS**

**I. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Treasury Laws and Regulations.

This Exhibit is the minimum insurance coverage terms, types and limits (the "Required Insurance") and are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

**A. Evidence of Coverage and Notice to County**

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
2. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s),

shall be construed as a waiver of any of the Required Insurance provisions.

5. Certificates and copies of any required endorsements shall be sent to:

Carol Domingo, Program Manager  
County of Los Angeles  
Workforce Development, Aging and Community Services  
510 South Vermont Avenue, 11<sup>th</sup> Floor  
Los Angeles, CA 90020

6. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

**B. Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- C. Cancellation of or Changes in Insurance.** Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion

of the County, upon which the County may suspend or terminate this Agreement.

- D. Failure to Maintain Insurance.** Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- E. Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- F. Contractor's Insurance Shall Be Primary.** Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- G. Waivers of Subrogation.** To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- H. Subcontractor Insurance Coverage Requirements.** Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- I. Deductibles and Self-Insured Retentions (SIRs).** Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense

expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- J. Claims Made Coverage.** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- K. Application of Excess Liability Coverage.** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.
- L. Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. ("ISO") separation of insureds provision with no insured versus insured exclusions or limitations.
- M. Alternative Risk Financing Programs.** The County reserves the right to review, and then approve, Contractor use of self- insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- N. County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

## II. INSURANCE COVERAGE

- A. Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- B. Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- C. Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**AMERICAN RESCUE PLAN ACT OF 2021**  
**AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND**  
**TASKFORCE, LLC.**

**Increasing Capacity To Address Pandemic Related Hate**  
**By Providing Education, Outreach and Training Services To First Responders**

THIS AGREEMENT ("Agreement") is made and entered into on July 1, 2022 ("Effective Date") by and between the County of Los Angeles, through its Executive Office of the Board of Supervisors hereinafter referred to as "County", and Subrecipient, with County and Subrecipient individually referred to as "Party" or collectively as "Parties."

**WHEREAS**, on March 4, 2020, the Chair of the County Board of Supervisors ("Board") proclaimed existence of a local health emergency regarding novel coronavirus ("COVID-19") in Los Angeles County;

**WHEREAS**, on March 11, 2021, the American Rescue Plan ("ARP") Act was signed into law, which amended Title IV of the Social Security Act 17 to add Section 603 establishing the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF");

**WHEREAS**, County has received a direct payment of ARP Act funds from the Treasury, which may only be used to cover costs incurred beginning March 3, 2021, and ending December 31, 2024, with all payments made by December 31, 2026:

1. To respond to the public health emergency with respect to COVID-19 or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year prior to the emergency; or
4. To make necessary investments in water, sewer or broadband infrastructure;

**WHEREAS**, the U.S. Treasury ("Treasury") has issued a Final Rule 31 (Code of Federal Regulations ("CFR") Part 35), Compliance and Reporting Guidance SLFRF, and SLFRF Frequently Asked Questions that provide additional guidelines and instructions and apply equally to County and any contractors or subrecipients receiving ARP Act funds;

**WHEREAS**, on July 27, 2021, the County's Board adopted a spending plan ("Spending Plan") totaling \$975.0 million for COVID-19 related expenditures ("ARP Funds");

**WHEREAS**, on November 30, 2021, the County's Board delegated authority to the Chief Executive Officer ("CEO"), or designee, to execute agreements and any and all amendments under the ARP Spending Plan; and

**WHEREAS**, County seeks to enter into this Agreement with Subrecipient to reflect County's allocation of ARP Funds in the amount of \$50,000 to the Subrecipient for the purpose of carrying out part of the ARP award by Increasing Capacity To Address Pandemic Related Hate subject to all the conditions and restrictions required by the ARP Act.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

**1.0 TERM OF AGREEMENT**

The term of this Agreement shall commence upon the Effective Date and shall continue until all of the Parties' obligations under this Agreement are fully satisfied, but in any event no later than December 31, 2026, unless sooner terminated or extended by County.

**2.0 ENTIRE AGREEMENT**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the complete and exclusive statement of understanding between the Parties and supersedes all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless properly executed in accordance with this Agreement.

**3.0 USE OF ARP FUNDS**

3.1 PROJECT FUNDS. Subrecipient shall receive a portion of County's allocation of the ARP Funds up to \$50,000 ("Project Funds") to Increase Capacity To Address Pandemic Related Hate ("Project") pursuant to Exhibit A, Project Description, Exhibit B, Pricing Schedule, and Exhibit C, Notice of Federal Subaward Information which are attached hereto and incorporated by reference, during the period that begins on March 3, 2021, and ends on December 31, 2026 ("Covered Period"). All Project Funds made to the Subrecipient are subject to the terms and conditions set forth in this Agreement and Exhibit C, American Rescue Plan Act Requirements, attached hereto and incorporated by reference. In no instance shall the County be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs or expenses.

3.1.1 Subrecipient shall invoice County only for the Project and other work specified in Exhibit A, Statement of Work, in accordance with the ARP Act, Treasury regulations, guidelines, and instructions, and this Agreement. Subrecipient's payments shall be as provided in Exhibit B, Pricing Schedule, and Subrecipient shall be paid only for work approved in writing by County. If County does not approve work in writing, no payment shall be due to Subrecipient for that work. Subrecipient shall submit monthly invoices to County by the 15th calendar day of the month following the month of service. Subrecipient's invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Invoices must

comply with any requirements imposed by Exhibit C, American Rescue Plan Act Regulatory Requirements, including identification of any work using ARP Funds.

3.1.2 Subrecipient shall return Project Funds to County if County determines, in its sole discretion, any or all of the following occurs: (1) Subrecipient is unable to expend the Project Funds within the applicable deadlines provided herein; or, (2) Subrecipient has expended Project Funds not in accordance with this Agreement and the ARP Act, including but not limited to, current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").

3.1.3 Project Funds provided to Subrecipient are to be used to provide Services in response to the COVID-19 public health emergency or its negative economic impacts according to this Agreement and incorporated Exhibits and in accordance with Treasury Laws and Regulations.

3.1.4 Federal Award Information:

1. Subrecipient's DUNS Number: 024524157
2. Federal Award Identification Number (FAIN): SLFRP0137
3. Federal Award Date: July 1, 2022
4. Subaward Period of Performance Start and End Date: July 1, 2022 – November 1, 2022
5. Amount of Federal Funds Obligated to Subrecipient: \$50,000
6. Total Amount of Federal Funds Obligated to Subrecipient: \$50,000
7. Total Amount of Federal Award: \$50,000
8. Federal Award Project Description: **Coronavirus State and Local Fiscal Recovery Funds**
9. Name of Federal Award Agency: **Department of the Treasury**
10. Assistance Listing Number: **21.027**
11. Identification of Whether the award is Research and Development (R&D): **Award is not R&D**
12. Indirect Cost Rate: **A de minimis of up to 10% unless there is an accepted negotiated rate accepted by all federal awarding agencies.**

3.2 **EXPENDITURES.** Project Funds expenditures made by Subrecipient in connection with this Agreement shall be in strict compliance and conformity with Treasury Laws and Regulations. Project Funds expenditures incurred

must be for activities responding to the COVID-19 public health emergency or its negative economic impacts.

- 3.3 ADMINISTRATION COSTS. Subrecipient agrees to refund any unused portion of the Project Funds, including any interest earned on the Project Funds, upon completion or termination of this Agreement, less any administration costs. Such administrative costs shall be in conformance with applicable Treasury Laws and Regulations and related provisions of the Federal Uniform Guidance, including, but not limited to, 2 CFR 200.414. Eligible indirect costs are based on:
- 3.3.1 The negotiated indirect cost rate ("NICRA") approved by its cognizant agency for the Fiscal Year application to this Agreement; or,
- 3.3.2 If Subrecipient has never received a negotiated indirect cost rate from a Federal Agency, a de minimis rate of ten percent (10%) of Modified Total Direct Costs ("MTDC") as defined in 2 CFR 200.68.
- 3.4 SOURCE AND APPROPRIATION OF ARP FUNDS. County's obligation is payable only and solely from ARP Funds appropriated through Treasury, and for the purpose of this Agreement. This Agreement will automatically terminate for convenience per the terms of this Agreement In the event the Board has not appropriated future ARP Funds for this Project. County will endeavor to notify Subrecipient in writing within ten (10) days of receipt of the non-appropriation notice.
- 3.5 IMPROPER USE OF ARP FUNDS. Subrecipient shall only use Project Funds in accordance with this Agreement and Subrecipient's improper use of Project Funds, as determined by CEO, or designee, shall constitute a material breach of contract upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.

#### **4.0 COMPLIANCE WITH LAWS**

By entering into this Agreement and thereby accepting the allocation of Project Funds, the Subrecipient agrees to comply with and implement this Agreement in a manner satisfactory to the County and Treasury and consistent with all Treasury Laws and Regulations that may be required from time to time as a condition of the County providing the Project Funds, including but not limited to, all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement and Treasury Laws and Regulations.

- 4.1 COUNTY LAWS. Subrecipient must comply with all County laws and policies.
- 4.2 LAWS, REGULATIONS AND GUIDELINES. This Agreement is subject to and incorporates the terms of the ARP Act; Treasury Laws and Regulations, 2 CFR Part 25, Universal Identifier and System for Award Management; as well as, 2 CFR Part 170, Reporting Subaward and Executive Compensation Information; 2 CFR Part 200, General Provisions (Subpart B), Pre-Federal Award Requirements and Contents of Federal Awards (Subpart C), Post Federal;

Award Requirements (Subpart D), Cost Principles (Subpart E), and Audit Requirements for Federal Awards (Subpart F); County Auditor-Controller Contract Accounting and Administration Handbook; and, all amendments or successor laws, regulations, or guidelines thereto.

## **5.0 CONFIDENTIALITY**

Subrecipient must comply with all applicable federal, State, and local laws and regulations pertaining to confidentiality of records. Subrecipient shall keep confidential all reports, information and data received, prepared and/or assembled pursuant to performance hereunder. Subrecipient shall use such information solely for the Project hereunder and shall not make it available to any person, firm, corporation or entity without the prior written consent of County. Subrecipient shall ensure compliance with the provisions of this Paragraph by its contractors and any other persons or entities providing services for or on behalf of Subrecipient.

## **6.0 REPORTS AND AUDITS**

6.1 Subrecipient must comply with new, amended, and revised laws, regulations and guidelines that apply to the performance of this Agreement. Compliance with this Paragraph and any reporting or auditing requirements shall be at no additional cost to County, unless authorized in writing. These requirements include, but are not limited to:

6.1.1 Subrecipient will keep and maintain all records and documents associated with the Services in order to support the requirements of the ARP Act to meet auditing standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the "Super Circular" or "Uniform Guidance," Subpart F – Audit Requirements. Catalog of Federal Domestic Assistance ("CFDA") number 21.027.

6.1.2 Compliance with the Single Audit Act (31 USC §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding Subrecipient monitoring and management, Subpart F regarding audit requirements, and any administrative regulation or field memoranda implementing the Single Audit Act.

6.2 REPORTS. Subrecipient shall comply with all reporting requirements by the County, set forth in this Paragraph, Compliance and Reporting Guidance as issued and amended by Treasury, and Treasury Laws and Regulations. Subrecipient shall prepare and submit financial, project progress, monitoring, evaluation and any other reports as required by County. Subrecipient shall submit reports to County on a monthly basis or on the 15th calendar day of the month following the month of Service. Subrecipient shall provide the following:

6.2.1 Subrecipient shall provide reports to County that shall: (i) identify the costs paid (and projected to be paid) for the Project Fund as of the date provided by County; (ii) demonstrate how Subrecipient expended the

Project Funds consistent with the use requirements set forth in this Agreement; (iii) identify the balance of Project Funds not expended; and, (iv) describe a plan for expenditure of unspent Project Funds on or before December 31, 2024.

6.2.2 At any time during the term of this Agreement, County may, in its sole discretion, request that Subrecipient provide County with additional progress reports not otherwise identified in this Paragraph in the form specified by County, to ensure that Subrecipient is meeting the requirements of this Agreement and in accordance with Treasury Laws and Regulations.

6.2.3 Subrecipient shall provide a certification, in a form provided by County, signed by the Subrecipient's authorized official, with each report required under this Paragraph that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under this Agreement.

6.2.4 Subrecipient shall maintain supporting documentation for the reports required by this Paragraph consistent with the requirements of this Agreement.

1. A general ledger and subsidiary ledgers used to account for: (a) the receipt of Project Funds payments made; and, (b) the disbursements from such Project Funds payments to meet eligible expenses related to the public health emergency due to COVID-19;

2. Administrative costs incurred related to administration of the ARP Funds; and,

3. Any other documents reasonably requested by County.

6.3 AUDITS. County will audit Subrecipient's use of Project Funds in accordance with County's policy and Treasury Laws and Regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Audits may also be conducted by federal, State, or local funding source agencies.

6.3.1 County, or its authorized representatives shall, at all times during the term of this Agreement, and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Subrecipient. Subrecipient's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Subrecipient's use of Project Funds.

- 6.3.2 A financial audit of Subrecipient's performance under this Agreement shall be conducted at County's discretion. If indications of misappropriation or misapplication of the Project Funds of this Agreement cause County to require a special audit, the cost of the audit at the sole expense of Subrecipient.
- 6.4 Failure of Subrecipient to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.
- 6.5 Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with Treasury Laws and Regulations or this Agreement, Subrecipient shall refund any misused Project Funds, disallowed costs, or Project Funds found to be out of compliance with Treasury Laws and Regulations or this Agreement, including any interest earned.

## **7.0 MAINTENANCE OF RECORDS**

- 7.1 MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS. Subrecipient shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with the Treasury Laws and Regulations. Subrecipient shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Subrecipient's use or expenditure of the Project Funds and Subrecipient's compliance with this Agreement and Treasury Laws and Regulations. Subrecipient shall also comply, and shall ensure that its Subrecipients comply, with the records retention and access requirements contained in Treasury Laws and Regulations. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.
- 7.2 EXAMINATION OF RECORDS. In accordance with federal, State, or local law and pursuant to this Agreement, at any time during normal business hours and as often as either County, its designees, or the federal or State government may deem necessary, Subrecipient must make available for examination all of its records and financial documents with respect to all matters covered by this Agreement.
- 7.3 RECORDS RETENTION. Subrecipient shall maintain, and permit on-site inspections and access of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for the Project Funds allocated by County to Subrecipient during the term of this Agreement and up to December 31, 2031 or for a period of five (5) years after final payment is made using Project Funds, whichever date is later, in compliance with the Treasury Laws and Regulations on records retention, and any other applicable laws or regulations. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.

## **8.0 INDEPENDENT CONTRACTOR**

Subrecipient shall be considered an independent contractor, and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County. Subrecipient shall indemnify, defend (with counsel approved by County), and hold harmless County and its officers, directors, employees, agents and representatives from any suit, claim, cost, expense or other liability arising from a breach of these representations or determination that Subrecipient is not an independent contractor under any applicable federal, State, or local laws.

## **9.0 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS**

Subrecipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Subrecipient shall be responsible for observing and complying with any applicable federal, State, or local laws, or rules or regulations affecting any such work. Subrecipient shall provide copies of permits, licenses, and approvals to County upon request.

## **10.0 INDEMNIFICATION**

Subrecipient, at its sole cost and expense, shall indemnify, defend (with counsel approved in writing by County), and hold County, its elected and appointed officials, officers, employees and agents harmless from and against any and all liabilities, including but not limited to claims, demands, actions, costs, losses, damages, fees, and expenses (including attorney and expert witness fees), whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from this Agreement and/or the actions or inactions of Subrecipient and/or its contractors, subcontractors, agents and representatives in connection with this Agreement and any agreement or instruments executed in connection herewith. The obligations of Subrecipient under this Section shall survive the expiration or termination of this Agreement.

## **11.0 TERMINATION**

11.1 TERMINATION FOR CONVENIENCE. County may terminate this Agreement at any time upon ten (10) days' prior written notice to Subrecipient for any reason; provided, however, during this ten (10) day period Subrecipient shall use its reasonable efforts to conclude any Project Funds that are in process, complete any books and records relating to the services of Subrecipient relating to the Project Funds for this Agreement. Subrecipient shall be entitled to any fees and reimbursement to which it was and is entitled to during such ten (10) day period.

11.2 TERMINATION FOR CAUSE. County may, by written notice to Subrecipient, terminate the whole or any part of this Agreement, if, in the judgment of County: Subrecipient has materially breached this Agreement; Subrecipient is not complying, or failed to comply, with the ARP Act, current, subsequent Treasury regulations, guidelines, and instructions, and any other applicable laws and regulations; Subrecipient fails to timely provide and/or satisfactorily

perform any task, deliverable, service, or other work required under this Agreement; or, Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in any case fails to demonstrate convincing progress toward a cure within five (5) working days after receipt of written notice from County specifying such failure. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Subrecipient under this Agreement shall, at the option of County, become County's property, and Subrecipient may be entitled to receive just and equitable compensation for any work satisfactorily completed.

- 11.3 Termination of this Agreement under this Paragraph shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this Agreement and Treasury Laws and Regulations that survive the Agreement termination.

## **12.0 ATTORNEY FEES**

In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

## **13.0 AMENDMENTS**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or Agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County, in writing.

## **14.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED**

- 14.1 Subrecipient, its agents and employees shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR 200.112 and 24 CFR 570.611. Subrecipient agrees to incorporate the language found in this Paragraph in contracts using Project Funds and subject to compliance with conflict of interest federal, State, and local laws.
- 14.2 Subrecipient represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Subrecipient or shall have any direct or indirect financial interest in Subrecipient.
- 14.3 Subrecipient represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of the Agreement will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Agreement or who subsequently becomes affiliated with Subrecipient in any capacity shall not

participate in the provision of services or performance provided under the Agreement or share in the profits of Subrecipient earned for a period of one year from the date he/she separated from County employment.

- 14.4 Subrecipient shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112

#### **15.0 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the Parties hereto and their respective successors and assigns; provided, however, that Subrecipient may not assign any of its rights or delegate any of its duties hereunder to any party other than an affiliate of Subrecipient without the prior written consent of County.

#### **16.0 SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

#### **17.0 INSURANCE**

Subrecipient shall obtain and maintain such insurance as required by County's standard terms and conditions, attached as Exhibit E, Insurance Requirements.

#### **18.0 CHOICE OF LAW/VENUE**

The Parties agree that the courts would apply California law in disputes arising out of the agreement, and the venue would be either the Los Angeles Superior Court for state claims, or the U.S. District Court – Central District for federal claims, or actions removed to federal court.

#### **19.0 INTERPRETATION**

No provision of this Agreement shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Agreement is to be construed as if both Parties drafted it hereto.

#### **20.0 PROJECT INTEGRITY**

Subrecipient shall maintain and implement practices to protect the integrity of the Project and the Project Funds, and Subrecipient shall immediately report any suspected or confirmed waste, fraud, or abuse of Project Funds under this Agreement to County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this Project; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under this agreement, or; information that



continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing services under this Agreement. Subrecipient is responsible to notify its Lower Tier Subrecipients of this County right.

- 22.3 Subrecipient shall address administrative, contractual, or legal remedies for all contracts in instances where Lower Tier Subrecipients violate or breach contract terms. Subrecipient must provide sanctions and penalties as appropriate.
- 22.4 The CEO, or designee, is authorized to act for and on behalf of County with respect to approval of any subcontract and Lower Tier Subrecipient employees. After approval of the subcontract by County, Subrecipient shall forward a fully executed subcontract to County for its files.
- 22.5 Subrecipient shall obtain and maintain on site certificates of insurance, which establish that the Lower Tier Subrecipient maintains all the types of insurance required by County from each approved Lower Tier Subrecipient. County may request copies of the certificates and endorsements required herein at any time. Failure by Subrecipient to comply with County's request may be deemed by County as a material breach of this Agreement.

**23.0 APPROVAL OF SUBRECIPIENT'S STAFF**

County has the absolute right to approve or disapprove all of the Subrecipient's staff performing work hereunder and any proposed changes in the Subrecipient's staff.

**24.0 COVID-19 VACCINATION OF SUBRECIPIENT PERSONNEL**

At Subrecipient's sole cost, Subrecipient shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. Subrecipient shall complete and provide to the County a COVID-19 vaccination certification of compliance prior to beginning any work or services under this Agreement and at any time requested by County. In addition to complying with the requirements of this section, Subrecipient shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

**25.0 WAIVER**

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**26.0 EXECUTION OF AGREEMENT AND AMENDMENTS**

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement

or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

*{SIGNATURE PAGE TO FOLLOW}*

IN WITNESS WHEREOF, Subrecipient has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chief Executive Officer or designee, the day and year first written above.

SUBRECIPIENT: TASKFORCE, LLC.,

By Simon Isaacs  
SIMON ISAACS  
Chief Executive Officer



COUNTY OF LOS ANGELES

By Celia Zavala  
CELIA ZAVALA, Executive Officer  
BOARD OF SUPERVISORS  
Or Designee \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
Acting County Counsel

By [Signature]  
Deputy County Counsel

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By Lachelle Smitherman  
Deputy

79258

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

52-F JUL 27 2021

Celia Zavala  
CELIA ZAVALA  
EXECUTIVE OFFICER

# **EXHIBIT A**

## **PROJECT DESCRIPTION**

### **1.0 SCOPE OF WORK**

1.1 County of Los Angeles (County) Workforce Development, Aging & Community Services/Commission on Human Relations (“LACCHR”) is charged with administering American Rescue Plan Act funds ("ARPA"). This Statement of Work (SOW) outlines the required tasks of the LACCHR LA vs Hate Program impacted by pandemic related hate acts and bullying and social isolation due to pandemic related detrimental impact on vulnerable communities. This Statement of Work (SOW) outlines the required tasks of Subrecipient to provide training and materials to first responders that encourage victims of hate to report such acts, and to seek help.

### **2.0 SPECIFIC TASKS**

2.1 Subrecipient shall provide training and materials to first responders, to encourage the reporting of hate acts, and support victims of hate to seek assistance. Subrecipient shall provide market-tested trainings, outreach and training materials to first responders, security personnel at schools, higher education, retail centers, LA Metro, that enhance public safety for historically targeted and vulnerable populations.

2.2 Subrecipient shall:

2.2.1 Develop and produce an effective messaging strategy directed to law enforcement/security personnel;

2.2.2 Develop (in partnership with County law enforcement agencies and the County) training materials including, but not limited to, short clips, training documents or public service announcements on the importance of:

2.2.2.1 Encouraging the reporting of hate acts

2.2.2.2 How first responders react when taking that first report is critical to a victim’s healing and

2.2.2.3 How public safety is highlighted when effective relations with first responders and victims of hate is promoted.

2.2.3 If deemed appropriate by the County and the program partners, these short clips/training spots/public service announcements shall feature celebrities that first responders are familiar with and identify with and trust with the messages. Subrecipient shall ensure any celebrities or influencers identified by field testing as an effective messenger for this

project will be recruited to work on this project if at all possible. Any costs required by the celebrity/influencer will be included in this budget.

- 2.2.4 Subrecipient shall ensure that effective messaging is developed with technical assistance from law enforcement personnel; and schedule a calendar of trainings with appropriate outreach materials for distribution to a minimum of 120 law enforcement; private security at higher education colleges and universities; School Resource Officers; and county departments with security personnel.
- 2.2.5 Subrecipient shall conduct field testing and shall provide creative production and distribution of these training spots to a minimum of 40 law enforcement/first responder/private security/school security agencies per month during the four month's performance period.
- 2.2.6 Subrecipient shall work with the County outside evaluation firm to document Program Metrics, Stated Outcomes, Service Numbers, post-surveys to assess efficacy of training materials.
- 2.2.7 Subrecipient shall link scheduled trainings to a social media campaign that will target first responder's internal social media platforms; law enforcement internal channels; and information about the law enforcement training campaign via national and state law enforcement updates, bulletins, newsletters and other appropriate distribution channels.

## EXHIBIT B

### PRICING SCHEDULE

Service	Amount
1. Strategic Plan for Trainings. Development of overall strategic plan; field research with technical advisors on messaging and proposed celebrity/influencer spokespersons; recruitment of proposed celebrity/influencer spokespersons to appear on training materials; development of distribution list and outreach to law enforcement, first responders, security personnel at K-12 schools; universities and colleges agencies; security forces working at county departments.	\$10,000
3. Script for trainings. Script development for mini-trainings, public service announcements and for in-house channel or networks or newsletters, provide scripts for LACCHR approval, provide revisions as needed for final script approval.	\$10,000
4. Production of trainings. Digital production of trainings; duplication, if needed and development of cover information to accompany trainings	\$15,000
5. Distribution of trainings. Provision of trainings to law enforcement, first responders, security personnel at K-12 schools; universities and colleges; county departments per Scope of Work Section 2 and links to digital media campaign directed to law enforcements internal channels, information links, newsletters, etc.	\$10,000
Administrative @ 10%	\$5,000
<b>Total Budget</b>	<b>\$50,000</b>

**EXHIBIT C**  
**AMERICAN RESCUE PLAN ACT**  
**REQUIREMENTS**

The terms of this Exhibit shall apply to the Subrecipient (as defined in 2 CFR 200.93), and all of its Lower Tier Subrecipients, agents, service providers at any tier, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Subrecipient shall include this Exhibit in all agreements executed for performance of this Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Definitions can be found in the Agreement or in 2 CFR 200.1 (Definitions) if not found in the Agreement.

This Exhibit includes key provisions of the ARP Act set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Subrecipient's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement including Treasury Laws and Regulations.

**1.0 Equal Employment Opportunity (41 CFR Part 60).** During the performance of this Agreement, the Subrecipient agrees as follows:

- 1.1** The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of this Agreement, the Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
- 1.2** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 1.3** The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Subrecipient's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments under Section 202 of

Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 1.4** The Subrecipient will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.5** The Subrecipient will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 1.6** In the event that the Subrecipient fails to comply with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 1.7** The Subrecipient will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each Subrecipient or vendor. The Subrecipient will take such actions with respect to any contract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that the Subrecipient becomes involved in, or is threatened with litigation with a contractor or vendor as a result of such direction by the County, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

**2.0 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** As applicable, the Subrecipient shall comply with the prevailing wage requirements of the Davis-Bacon Act as amended, and as supplemented by the Department of Labor Regulations (29 CFR Part 5).

**3.0 Contract Work Hours, Accident Prevention, And Safety Standards Act (40 U.S.C. 3701-3708).** As applicable, the Subrecipient shall comply with the contract work hours and safety standards act set forth in 40 U.S.C. 3701-3708.

The Subrecipient shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Subrecipient shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Agreement.

**4.0 Rights To Inventions Made Under the Agreement (37 CFR Part 401).** As applicable, Subrecipient must comply with the requirements of 37 CFR Part 401, "rights to inventions made

by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements,” and any implementing regulations issued by the County.

**5.0 Clean Air Act (42 U.S.C. 7401-7671Q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** As applicable, Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.

**6.0 Debarment and Suspension (Executive Orders 12549 and 12689).** Subrecipient certifies that neither it nor any of its owners, officers, partners, directors, principals, or other contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. All agreements shall include a contractual provision to this effect and of this substance in all of its contractor agreements. Subrecipient shall immediately notify County in writing, during the term of this Agreement, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement. County may also pursue any additional, available remedies, including but not limited to, suspension and debarment.

## **7.0 Lobbying.**

**7.1 Federal Lobbyist Requirements.** Subrecipients are prohibited from using Project Funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each Subrecipient must also disclose any lobbying with non-federal funds that takes place in connection with obtaining program funds. Should the Subrecipients acting on behalf of the Agreement fail to fully comply with the Federal Lobbyist Requirements, civil penalties may result.

**7.2 County Lobbyist Requirements.** Subrecipient and each County lobbyist or County lobbyist firm, as defined in the Los Angeles County Code ("Code") Chapter 2.160, retained by the Subrecipient, shall also fully comply with the requirements as set forth in said County Code.

**7.3 Lobbying Certifications.** Each Subrecipient shall complete and submit Attachment 1, Certification Regarding Lobbying, to this Exhibit C. 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 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**7.4 Failure to Comply.** Failure on the part of the Subrecipients to fully comply with said Federal and County Lobbyist Requirements shall constitute a material breach of the Agreement upon which the County may immediately terminate this Agreement, and the

Subrecipient shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.

- 8.0 Procurement of Recovered Materials (2 CFR 200.323).** Subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- 9.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216).** Subrecipients shall comply with 2 CFR Section 200.216 in regards to prohibition on certain telecommunications and video surveillance services or equipment.
- 10.0 Domestic Preferences for Procurements (2 CFR 200.322).** Subrecipient shall comply with 2 CFR Section 200.322 for work, services or products under this Agreement.
- 11.0 Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).** Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of the Agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance.

**EXHIBIT C**  
**ATTACHMENT 1**

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans and Cooperative Agreements*

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subgrants and contracts under grants, loan and cooperative agreements) and that all contractors 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 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Simon Isaacs*

\_\_\_\_\_  
Signature of Subrecipient's Authorized Official

5/16/22

\_\_\_\_\_  
Date

Simon Isaacs, Chief Executive Officer

\_\_\_\_\_  
Name and Title of Subrecipient's Authorized Official

**EXHIBIT D  
INSURANCE REQUIREMENTS**

**I. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Treasury Laws and Regulations.

This Exhibit is the minimum insurance coverage terms, types and limits (the "Required Insurance") and are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

**A. Evidence of Coverage and Notice to County**

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
2. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s),

shall be construed as a waiver of any of the Required Insurance provisions.

5. Certificates and copies of any required endorsements shall be sent to:

Carol Domingo, Program Manager  
County of Los Angeles  
Workforce Development, Aging and Community Services  
510 South Vermont Avenue, 11<sup>th</sup> Floor  
Los Angeles, CA 90020

6. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

**B. Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- C. Cancellation of or Changes in Insurance.** Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion

of the County, upon which the County may suspend or terminate this Agreement.

- D. Failure to Maintain Insurance.** Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- E. Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- F. Contractor's Insurance Shall Be Primary.** Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- G. Waivers of Subrogation.** To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- H. Subcontractor Insurance Coverage Requirements.** Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- I. Deductibles and Self-Insured Retentions (SIRs).** Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense

expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- J. Claims Made Coverage.** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- K. Application of Excess Liability Coverage.** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.
- L. Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. ("ISO") separation of insureds provision with no insured versus insured exclusions or limitations.
- M. Alternative Risk Financing Programs.** The County reserves the right to review, and then approve, Contractor use of self- insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- N. County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

## II. INSURANCE COVERAGE

- A. Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- B. Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- C. Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**AMERICAN RESCUE PLAN ACT OF 2021**  
**AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND**  
**VITAL RESEARCH, LLC.**

**Increasing Capacity To Address Pandemic Related Hate**  
**By Providing Evaluation Services**

THIS AGREEMENT ("Agreement") is made and entered into on July 1, 2022 ("Effective Date") by and between the County of Los Angeles, through its Executive Office of the Board of Supervisors hereinafter referred to as "County", and Subrecipient, with County and Subrecipient individually referred to as "Party" or collectively as "Parties."

**WHEREAS**, on March 4, 2020, the Chair of the County Board of Supervisors ("Board") proclaimed existence of a local health emergency regarding novel coronavirus ("COVID-19") in Los Angeles County;

**WHEREAS**, on March 11, 2021, the American Rescue Plan ("ARP") Act was signed into law, which amended Title IV of the Social Security Act 17 to add Section 603 establishing the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF");

**WHEREAS**, County has received a direct payment of ARP Act funds from the Treasury, which may only be used to cover costs incurred beginning March 3, 2021 and ending December 31, 2024, with all payments made by December 31, 2026:

1. To respond to the public health emergency with respect to COVID-19 or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year prior to the emergency; or
4. To make necessary investments in water, sewer or broadband infrastructure;

**WHEREAS**, the U.S. Treasury ("Treasury") has issued a Final Rule 31 (Code of Federal Regulations ("CFR") Part 35), Compliance and Reporting Guidance SLFRF, and SLFRF Frequently Asked Questions that provide additional guidelines and instructions and apply equally to County and any contractors or subrecipients receiving ARP Act funds;

**WHEREAS**, on July 27, 2021, the County's Board adopted a spending plan ("Spending Plan") totaling \$975.0 million for COVID-19 related expenditures ("ARP Funds");

**WHEREAS**, on November 30, 2021, the County's Board delegated authority to the Chief Executive Officer ("CEO"), or designee, to execute agreements and any and all amendments under the ARP Spending Plan; and

**WHEREAS**, County seeks to enter into this Agreement with Subrecipient to reflect County's allocation of ARP Funds in the amount of \$70,000 to the Subrecipient for the purpose of carrying out part of the ARP award by Increasing Capacity To Address Pandemic Related Hate subject to all the conditions and restrictions required by the ARP Act.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

**1.0 TERM OF AGREEMENT**

The term of this Agreement shall commence upon the Effective Date and shall continue until all of the Parties' obligations under this Agreement are fully satisfied, but in any event no later than December 31, 2026, unless sooner terminated or extended by County.

**2.0 ENTIRE AGREEMENT**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the complete and exclusive statement of understanding between the Parties and supersedes all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless properly executed in accordance with this Agreement.

**3.0 USE OF ARP FUNDS**

3.1 PROJECT FUNDS. Subrecipient shall receive a portion of County's allocation of the ARP Funds up to \$70,000 ("Project Funds") to Increase Capacity To Address Pandemic Related Hate ("Project") pursuant to Exhibit A, Project Description, Exhibit B, Pricing Schedule, and Exhibit C, Notice of Federal Subaward Information which are attached hereto and incorporated by reference, during the period that begins on March 3, 2021, and ends on December 31, 2026 ("Covered Period"). All Project Funds made to the Subrecipient are subject to the terms and conditions set forth in this Agreement and Exhibit C, American Rescue Plan Act Requirements, attached hereto and incorporated by reference. In no instance shall the County be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs or expenses.

3.1.1 Subrecipient shall invoice County only for the Project and other work specified in Exhibit A, Statement of Work, in accordance with the ARP Act, Treasury regulations, guidelines, and instructions, and this Agreement. Subrecipient's payments shall be as provided in Exhibit B, Pricing Schedule, and Subrecipient shall be paid only for work approved in writing by County. If County does not approve work in writing, no payment shall be due to Subrecipient for that work. Subrecipient shall submit monthly invoices to County by the 15th calendar day of the month following the month of service. Subrecipient's invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Invoices must

comply with any requirements imposed by Exhibit C, American Rescue Plan Act Regulatory Requirements, including identification of any work using ARP Funds.

- 3.1.2 Subrecipient shall return Project Funds to County if County determines, in its sole discretion, any or all of the following occurs: (1) Subrecipient is unable to expend the Project Funds within the applicable deadlines provided herein; or, (2) Subrecipient has expended Project Funds not in accordance with this Agreement and the ARP Act, including but not limited to, current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").
- 3.1.3 Project Funds provided to Subrecipient are to be used to provide Services in response to the COVID-19 public health emergency or its negative economic impacts according to this Agreement and incorporated Exhibits and in accordance with Treasury Laws and Regulations.
- 3.1.4 Federal Award Information:
  1. Subrecipient's DUNS Number: 62-320-1159
  2. Federal Award Identification Number (FAIN): SLFRP0137
  3. Federal Award Date: July 1, 2022
  4. Subaward Period of Performance Start and End Date: July 1, 2022 – June 30, 2023
  5. Amount of Federal Funds Obligated to Subrecipient: \$70,000
  6. Total Amount of Federal Funds Obligated to Subrecipient:\$70,000
  7. Total Amount of Federal Award: \$70,000
  8. Federal Award Project Description: **Coronavirus State and Local Fiscal Recovery Funds**
  9. Name of Federal Award Agency: **Department of the Treasury**
  10. Assistance Listing Number: **21.027**
  11. Identification of Whether the award is Research and Development (R&D): **Award is not R&D**
  12. Indirect Cost Rate: **A de minimis of up to 10% unless there is an accepted negotiated rate accepted by all federal awarding agencies.**

- 3.2 EXPENDITURES. Project Funds expenditures made by Subrecipient in connection with this Agreement shall be in strict compliance and conformity with Treasury Laws and Regulations. Project Funds expenditures incurred must be for activities responding to the COVID-19 public health emergency or its negative economic impacts.
- 3.3 ADMINISTRATION COSTS. Subrecipient agrees to refund any unused portion of the Project Funds, including any interest earned on the Project Funds, upon completion or termination of this Agreement, less any administration costs. Such administrative costs shall be in conformance with applicable Treasury Laws and Regulations and related provisions of the Federal Uniform Guidance, including, but not limited to, 2 CFR 200.414. Eligible indirect costs are based on:
- 3.3.1 The negotiated indirect cost rate ("NICRA") approved by its cognizant agency for the Fiscal Year application to this Agreement; or,
- 3.3.2 If Subrecipient has never received a negotiated indirect cost rate from a Federal Agency, a de minimis rate of ten percent (10%) of Modified Total Direct Costs ("MTDC") as defined in 2 CFR 200.68.
- 3.4 SOURCE AND APPROPRIATION OF ARP FUNDS. County's obligation is payable only and solely from ARP Funds appropriated through Treasury, and for the purpose of this Agreement. This Agreement will automatically terminate for convenience per the terms of this Agreement In the event the Board has not appropriated future ARP Funds for this Project. County will endeavor to notify Subrecipient in writing within ten (10) days of receipt of the non-appropriation notice.
- 3.5 IMPROPER USE OF ARP FUNDS. Subrecipient shall only use Project Funds in accordance with this Agreement and Subrecipient's improper use of Project Funds, as determined by CEO, or designee, shall constitute a material breach of contract upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.

#### **4.0 COMPLIANCE WITH LAWS**

By entering into this Agreement and thereby accepting the allocation of Project Funds, the Subrecipient agrees to comply with and implement this Agreement in a manner satisfactory to the County and Treasury and consistent with all Treasury Laws and Regulations that may be required from time to time as a condition of the County providing the Project Funds, including but not limited to, all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement and Treasury Laws and Regulations.

- 4.1 COUNTY LAWS. Subrecipient must comply with all County laws and policies.
- 4.2 LAWS, REGULATIONS AND GUIDELINES. This Agreement is subject to and incorporates the terms of the ARP Act; Treasury Laws and Regulations, 2 CFR Part 25, Universal Identifier and System for Award Management; as well as, 2

CFR Part 170, Reporting Subaward and Executive Compensation Information; 2 CFR Part 200, General Provisions (Subpart B), Pre-Federal Award Requirements and Contents of Federal Awards (Subpart C), Post Federal Award Requirements (Subpart D), Cost Principles (Subpart E), and Audit Requirements for Federal Awards (Subpart F); County Auditor-Controller Contract Accounting and Administration Handbook; and, all amendments or successor laws, regulations, or guidelines thereto.

## **5.0 CONFIDENTIALITY**

Subrecipient must comply with all applicable federal, State, and local laws and regulations pertaining to confidentiality of records. Subrecipient shall keep confidential all reports, information and data received, prepared and/or assembled pursuant to performance hereunder. Subrecipient shall use such information solely for the Project hereunder and shall not make it available to any person, firm, corporation or entity without the prior written consent of County. Subrecipient shall ensure compliance with the provisions of this Paragraph by its contractors and any other persons or entities providing services for or on behalf of Subrecipient.

## **6.0 REPORTS AND AUDITS**

6.1 Subrecipient must comply with new, amended, and revised laws, regulations and guidelines that apply to the performance of this Agreement. Compliance with this Paragraph and any reporting or auditing requirements shall be at no additional cost to County, unless authorized in writing. These requirements include, but are not limited to:

6.1.1 Subrecipient will keep and maintain all records and documents associated with the Services in order to support the requirements of the ARP Act to meet auditing standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the "Super Circular" or "Uniform Guidance," Subpart F – Audit Requirements. Catalog of Federal Domestic Assistance ("CFDA") number 21.027.

6.1.2 Compliance with the Single Audit Act (31 USC §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding Subrecipient monitoring and management, Subpart F regarding audit requirements, and any administrative regulation or field memoranda implementing the Single Audit Act.

6.2 REPORTS. Subrecipient shall comply with all reporting requirements by the County, set forth in this Paragraph, Compliance and Reporting Guidance as issued and amended by Treasury, and Treasury Laws and Regulations. Subrecipient shall prepare and submit financial, project progress, monitoring, evaluation and any other reports as required by County. Subrecipient shall submit reports to County on a monthly basis or on the 15th calendar day of the month following the month of Service. Subrecipient shall provide the following:

- 6.2.1 Subrecipient shall provide reports to County that shall: (i) identify the costs paid (and projected to be paid) for the Project Fund as of the date provided by County; (ii) demonstrate how Subrecipient expended the Project Funds consistent with the use requirements set forth in this Agreement; (iii) identify the balance of Project Funds not expended; and, (iv) describe a plan for expenditure of unspent Project Funds on or before December 31, 2024.
- 6.2.2 At any time during the term of this Agreement, County may, in its sole discretion, request that Subrecipient provide County with additional progress reports not otherwise identified in this Paragraph in the form specified by County, to ensure that Subrecipient is meeting the requirements of this Agreement and in accordance with Treasury Laws and Regulations.
- 6.2.3 Subrecipient shall provide a certification, in a form provided by County, signed by the Subrecipient's authorized official, with each report required under this Paragraph that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under this Agreement.
- 6.2.4 Subrecipient shall maintain supporting documentation for the reports required by this Paragraph consistent with the requirements of this Agreement.
1. A general ledger and subsidiary ledgers used to account for: (a) the receipt of Project Funds payments made; and, (b) the disbursements from such Project Funds payments to meet eligible expenses related to the public health emergency due to COVID-19;
  2. Administrative costs incurred related to administration of the ARP Funds; and,
  3. Any other documents reasonably requested by County.
- 6.3 AUDITS. County will audit Subrecipient's use of Project Funds in accordance with County's policy and Treasury Laws and Regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Audits may also be conducted by federal, State, or local funding source agencies.
- 6.3.1 County, or its authorized representatives shall, at all times during the term of this Agreement, and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Subrecipient. Subrecipient's staff will cooperate fully with authorized auditors when

they conduct audits and examinations of Subrecipient's use of Project Funds.

- 6.3.2 A financial audit of Subrecipient's performance under this Agreement shall be conducted at County's discretion. If indications of misappropriation or misapplication of the Project Funds of this Agreement cause County to require a special audit, the cost of the audit at the sole expense of Subrecipient.
- 6.4 Failure of Subrecipient to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.
- 6.5 Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with Treasury Laws and Regulations or this Agreement, Subrecipient shall refund any misused Project Funds, disallowed costs, or Project Funds found to be out of compliance with Treasury Laws and Regulations or this Agreement, including any interest earned.

## **7.0 MAINTENANCE OF RECORDS**

- 7.1 MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS. Subrecipient shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with the Treasury Laws and Regulations. Subrecipient shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Subrecipient's use or expenditure of the Project Funds and Subrecipient's compliance with this Agreement and Treasury Laws and Regulations. Subrecipient shall also comply, and shall ensure that its Subrecipients comply, with the records retention and access requirements contained in Treasury Laws and Regulations. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.
- 7.2 EXAMINATION OF RECORDS. In accordance with federal, State, or local law and pursuant to this Agreement, at any time during normal business hours and as often as either County, its designees, or the federal or State government may deem necessary, Subrecipient must make available for examination all of its records and financial documents with respect to all matters covered by this Agreement.
- 7.3 RECORDS RETENTION. Subrecipient shall maintain, and permit on-site inspections and access of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for the Project Funds allocated by County to Subrecipient during the term of this Agreement and up to December 31, 2031 or for a period of five (5) years after final payment is made using Project Funds, which ever date is later, in compliance with the Treasury Laws and Regulations on records retention, and any other applicable laws or regulations. To the extent two applicable retention

periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.

## **8.0 INDEPENDENT CONTRACTOR**

Subrecipient shall be considered an independent contractor, and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County. Subrecipient shall indemnify, defend (with counsel approved by County), and hold harmless County and its officers, directors, employees, agents and representatives from any suit, claim, cost, expense or other liability arising from a breach of these representations or determination that Subrecipient is not an independent contractor under any applicable federal, State, or local laws.

## **9.0 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS**

Subrecipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Subrecipient shall be responsible for observing and complying with any applicable federal, State, or local laws, or rules or regulations affecting any such work. Subrecipient shall provide copies of permits, licenses, and approvals to County upon request.

## **10.0 INDEMNIFICATION**

Subrecipient, at its sole cost and expense, shall indemnify, defend (with counsel approved in writing by County), and hold County, its elected and appointed officials, officers, employees and agents harmless from and against any and all liabilities, including but not limited to claims, demands, actions, costs, losses, damages, fees, and expenses (including attorney and expert witness fees), whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from this Agreement and/or the actions or inactions of Subrecipient and/or its contractors, subcontractors, agents and representatives in connection with this Agreement and any agreement or instruments executed in connection herewith. The obligations of Subrecipient under this Section shall survive the expiration or termination of this Agreement.

## **11.0 TERMINATION**

11.1 TERMINATION FOR CONVENIENCE. County may terminate this Agreement at any time upon ten (10) days' prior written notice to Subrecipient for any reason; provided, however, during this ten (10) day period Subrecipient shall use its reasonable efforts to conclude any Project Funds that are in process, complete any books and records relating to the services of Subrecipient relating to the Project Funds for this Agreement. Subrecipient shall be entitled to any fees and reimbursement to which it was and is entitled to during such ten (10) day period.

11.2 TERMINATION FOR CAUSE. County may, by written notice to Subrecipient, terminate the whole or any part of this Agreement, if, in the judgment of

County: Subrecipient has materially breached this Agreement; Subrecipient is not complying, or failed to comply, with the ARP Act, current, subsequent Treasury regulations, guidelines, and instructions, and any other applicable laws and regulations; Subrecipient fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or, Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in any case fails to demonstrate convincing progress toward a cure within five (5) working days after receipt of written notice from County specifying such failure. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Subrecipient under this Agreement shall, at the option of County, become County's property, and Subrecipient may be entitled to receive just and equitable compensation for any work satisfactorily completed.

- 11.3 Termination of this Agreement under this Paragraph shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this Agreement and Treasury Laws and Regulations that survive the Agreement termination.

## **12.0 ATTORNEY FEES**

In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

## **13.0 AMENDMENTS**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or Agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County, in writing.

## **14.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED**

- 14.1 Subrecipient, its agents and employees shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR 200.112 and 24 CFR 570.611. Subrecipient agrees to incorporate the language found in this Paragraph in contracts using Project Funds and subject to compliance with conflict of interest federal, State, and local laws.
- 14.2 Subrecipient represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Subrecipient, or shall have any direct or indirect financial interest in Subrecipient.
- 14.3 Subrecipient represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180

entitled "Contracting With Current or Former County Employees," and that execution of the Agreement will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Agreement or who subsequently becomes affiliated with Subrecipient in any capacity shall not participate in the provision of services or performance provided under the Agreement or share in the profits of Subrecipient earned for a period of one year from the date he/she separated from County employment.

14.4 Subrecipient shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112

#### **15.0 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the Parties hereto and their respective successors and assigns; provided, however, that Subrecipient may not assign any of its rights or delegate any of its duties hereunder to any party other than an affiliate of Subrecipient without the prior written consent of County.

#### **16.0 SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

#### **17.0 INSURANCE**

Subrecipient shall obtain and maintain such insurance as required by County's standard terms and conditions, attached as Exhibit E, Insurance Requirements.

#### **18.0 CHOICE OF LAW/VENUE**

The Parties agree that the courts would apply California law in disputes arising out of the agreement, and the venue would be either the Los Angeles Superior Court for state claims, or the U.S. District Court – Central District for federal claims, or actions removed to federal court.

#### **19.0 INTERPRETATION**

No provision of this Agreement shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Agreement is to be construed as if both Parties drafted it hereto.

#### **20.0 PROJECT INTEGRITY**

Subrecipient shall maintain and implement practices to protect the integrity of the Project and the Project Funds, and Subrecipient shall immediately report any suspected or confirmed waste, fraud, or abuse of Project Funds under this Agreement to County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this Project; any attempt to solicit or provide improper



or other compensation to all Lower Tier Subrecipient(s) and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to subcontract. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing services under this Agreement. Subrecipient is responsible to notify its Lower Tier Subrecipients of this County right.

- 22.3 Subrecipient shall address administrative, contractual, or legal remedies for all contracts in instances where Lower Tier Subrecipients violate or breach contract terms. Subrecipient must provide sanctions and penalties as appropriate.
- 22.4 The CEO, or designee, is authorized to act for and on behalf of County with respect to approval of any subcontract and Lower Tier Subrecipient employees. After approval of the subcontract by County, Subrecipient shall forward a fully executed subcontract to County for its files.
- 22.5 Subrecipient shall obtain and maintain on site certificates of insurance, which establish that the Lower Tier Subrecipient maintains all the types of insurance required by County from each approved Lower Tier Subrecipient. County may request copies of the certificates and endorsements required herein at any time. Failure by Subrecipient to comply with County's request may be deemed by County as a material breach of this Agreement.

### **23.0 APPROVAL OF SUBRECIPIENT'S STAFF**

County has the absolute right to approve or disapprove all of the Subrecipient's staff performing work hereunder and any proposed changes in the Subrecipient's staff.

### **24.0 COVID-19 VACCINATION OF SUBRECIPIENT PERSONNEL**

At Subrecipient's sole cost, Subrecipient shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. Subrecipient shall complete and provide to the County a COVID-19 vaccination certification of compliance prior to beginning any work or services under this Agreement and at any time requested by County. In addition to complying with the requirements of this section, Subrecipient shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

### **25.0 WAIVER**

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **26.0 EXECUTION OF AGREEMENT AND AMENDMENTS**

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

*{ SIGNATURE PAGE TO FOLLOW }*

IN WITNESS WHEREOF, Subrecipient has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chief Executive Officer or designee, the day and year first written above.

SUBRECIPIENT: VITAL RESEARCH, LLC.

By *Harold Uрман*  
HAROLD URMAN, Ph.D.  
President



COUNTY OF LOS ANGELES

By *Celia Zavala*  
CELIA ZAVALA, EXECUTIVE OFFICER,  
BOARD OF SUPERVISORS  
Or Designee \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
Acting County Counsel

By *[Signature]*  
Deputy County Counsel

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By *Rachelle Smitheman*  
Deputy

79259

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

52-F JUL 27 2021

*Celia Zavala*  
CELIA ZAVALA  
EXECUTIVE OFFICER

## **EXHIBIT A**

### **PROJECT DESCRIPTION**

#### **1.0 SCOPE OF WORK**

- 1.1 County of Los Angeles (County) Workforce Development, Aging and Community Services (“WDACS”)/Los Angeles County Commission on Human Relations (“LACCHR”) is charged with administering American Rescue Plan Act funds (“ARP”). This Statement of Work (SOW) outlines the required tasks of the Subrecipient to provide analyses of best practices and lessons learned in implementing the “Increase Capacity To Address Pandemic-Related Hate.” The Subrecipient’s evaluation plan will provide the County with recommendations on how to improve and further expand future hate violence prevention programs, and will report back to the Board the efficacy of the “Increase Capacity To Address Pandemic-Related Hate” program.

#### **2.0 SPECIFIC WORK REQUIREMENTS**

- 2.1 Subrecipient shall review all LACCHR Subrecipients’ Scopes of Work and develop a comprehensive evaluation plan that will do the following:
  - 2.1.1 Ensure that the following LACCHR Subrecipients provide appropriate data on their projects, per their respective Scope of Work: 211-LA, Inc.; Asian Americans Advancing Justice-LA, Inc.; Asian Youth Center, Inc.; Helpline Youth Counseling, Inc., and TaskForce,LLC
  - 2.1.2 Assist in developing the LACCHR Dream Resource Centers Student Identification System and shall provide quarterly and annual analyses of each Dream Resource Centers service numbers, including:
    - 2.1.2.1 Numbers of students served; numbers of parents/caretakers served; numbers of student services requested by students;
    - 2.1.2.2 Numbers and types of services or assistance requested by students;
    - 2.1.2.3 Efficacy of school’s pupil engagement and school climate factors when compared to baseline 2021, including analysis of attendance rates; disciplinary rates; referrals to mental health or other wellness services; and graduation rates.
  - 2.1.3 Review and analyze all other LACCHR Subrecipients’ monthly and annual hate act and case management reports.
  - 2.1.4 Review and analyze Asian/Pacific Islander speaking care coordinator service numbers provided by Asian Americans Advancing Justice-LA.

- 2.1.5 Review and analyze first responder training efficacy reported by first responders and other security personnel as provided by TaskForce.
- 2.1.6 Provide annual analysis on overall LACCHR ARP program outcomes that were met; and what challenges prevented benchmarks from being attained.

## EXHIBIT B

### PRICING SCHEDULE

Services	Dates	Price
Evaluation Tasks & Activities	Approximate Dates	Cost
General/Start-up		
<ul style="list-style-type: none"> <li>• Evaluation plan finalization and adjustments (e.g., review of each vendor’s SOW; operationalization of outputs and outcomes, etc.)</li> <li>• Data collection systems and instrument development (e.g., dream center service logs, care coordinator case management services, law enforcement training, etc.)</li> <li>• Online survey programming and field testing</li> <li>• Finalization of data collection processes</li> </ul>	July 2022, as needed	\$16,500
Data Collection Coordination, Management, and Monitoring		
<ul style="list-style-type: none"> <li>• Development of written data collection and survey administration protocols, if needed</li> <li>• Coordinating with project partners to collect program data and administer surveys</li> <li>• Preparation of survey campaigns</li> <li>• On-going monitoring and updates on data tracking and survey completion</li> <li>• Management of Data Collected by Partner Sites (e.g., Dream Resource Center student demographics and school data, case management service info, etc.)</li> </ul>	June 2022 – June 2023	\$10,275
Data Analysis		
<ul style="list-style-type: none"> <li>• Tracking of participants and case management services</li> <li>• Survey outcomes</li> <li>• Program outputs and outcomes from dream center schools/districts</li> </ul>	July 2022 – June 2023	\$16,560
Reports		
<ul style="list-style-type: none"> <li>• Quarterly progress reports (x3), including summaries of program outputs and outcomes</li> <li>• Annual report of program outputs and outcomes, including dream center school/district data</li> </ul>	Oct. 2022 Jan. 2022 April 2023 June 2023	\$19,665
Project Management (@10%)		

Services	Dates	Price
Evaluation Tasks & Activities	Approximate Dates	Cost
• Meetings, communications, administrative work	On-going	\$7,000
<b>TOTAL</b>		<b>\$70,000</b>

**EXHIBIT C**  
**AMERICAN RESCUE PLAN ACT**  
**REQUIREMENTS**

The terms of this Exhibit shall apply to the Subrecipient (as defined in 2 CFR 200.93), and all of its Lower Tier Subrecipients, agents, service providers at any tier, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Subrecipient shall include this Exhibit in all agreements executed for performance of this Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Definitions can be found in the Agreement or in 2 CFR 200.1 (Definitions) if not found in the Agreement.

This Exhibit includes key provisions of the ARP Act set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Subrecipient's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement including Treasury Laws and Regulations.

**1.0 Equal Employment Opportunity (41 CFR Part 60).** During the performance of this Agreement, the Subrecipient agrees as follows:

- 1.1** The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of this Agreement, the Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
- 1.2** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 1.3** The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Subrecipient's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments under Section 202 of

Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**1.4** The Subrecipient will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**1.5** The Subrecipient will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

**1.6** In the event that the Subrecipient fails to comply with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**1.7** The Subrecipient will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each Subrecipient or vendor. The Subrecipient will take such actions with respect to any contract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that the Subrecipient becomes involved in, or is threatened with litigation with a contractor or vendor as a result of such direction by the County, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

**2.0 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** As applicable, the Subrecipient shall comply with the prevailing wage requirements of the Davis-Bacon Act as amended, and as supplemented by the Department of Labor Regulations (29 CFR Part 5).

**3.0 Contract Work Hours, Accident Prevention, And Safety Standards Act (40 U.S.C. 3701-3708).** As applicable, the Subrecipient shall comply with the contract work hours and safety standards act set forth in 40 U.S.C. 3701-3708.

The Subrecipient shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Subrecipient shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Agreement.

**4.0 Rights To Inventions Made Under the Agreement (37 CFR Part 401).** As applicable, Subrecipient must comply with the requirements of 37 CFR Part 401, "rights to inventions made

by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements,” and any implementing regulations issued by the County.

**5.0 Clean Air Act (42 U.S.C. 7401-7671Q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** As applicable, Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.

**6.0 Debarment and Suspension (Executive Orders 12549 and 12689).** Subrecipient certifies that neither it nor any of its owners, officers, partners, directors, principals, or other contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. All agreements shall include a contractual provision to this effect and of this substance in all of its contractor agreements. Subrecipient shall immediately notify County in writing, during the term of this Agreement, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement. County may also pursue any additional, available remedies, including but not limited to, suspension and debarment.

## **7.0 Lobbying.**

**7.1 Federal Lobbyist Requirements.** Subrecipients are prohibited from using Project Funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each Subrecipient must also disclose any lobbying with non-federal funds that takes place in connection with obtaining program funds. Should the Subrecipients acting on behalf of the Agreement fail to fully comply with the Federal Lobbyist Requirements, civil penalties may result.

**7.2 County Lobbyist Requirements.** Subrecipient and each County lobbyist or County lobbyist firm, as defined in the Los Angeles County Code ("Code") Chapter 2.160, retained by the Subrecipient, shall also fully comply with the requirements as set forth in said County Code.

**7.3 Lobbying Certifications.** Each Subrecipient shall complete and submit Attachment 1, Certification Regarding Lobbying, to this Exhibit C. 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 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**7.4 Failure to Comply.** Failure on the part of the Subrecipients to fully comply with said Federal and County Lobbyist Requirements shall constitute a material breach of the Agreement upon which the County may immediately terminate this Agreement, and the

Subrecipient shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.

- 8.0 Procurement of Recovered Materials (2 CFR 200.323).** Subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- 9.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216).** Subrecipients shall comply with 2 CFR Section 200.216 in regards to prohibition on certain telecommunications and video surveillance services or equipment.
- 10.0 Domestic Preferences for Procurements (2 CFR 200.322).** Subrecipient shall comply with 2 CFR Section 200.322 for work, services or products under this Agreement.
- 11.0 Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).** Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of the Agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance.

**EXHIBIT C**  
**ATTACHMENT 1**

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans and Cooperative Agreements*

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subgrants and contracts under grants, loan and cooperative agreements) and that all contractors 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 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



\_\_\_\_\_  
Signature of Subrecipient's Authorized Official



\_\_\_\_\_  
Date



\_\_\_\_\_  
Name and Title of Subrecipient's Authorized Official

**EXHIBIT D  
INSURANCE REQUIREMENTS**

**I. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Treasury Laws and Regulations.

This Exhibit is the minimum insurance coverage terms, types and limits (the "Required Insurance") and are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

**A. Evidence of Coverage and Notice to County**

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
2. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s),

shall be construed as a waiver of any of the Required Insurance provisions.

5. Certificates and copies of any required endorsements shall be sent to:

Carol Domingo, Program Manager  
County of Los Angeles  
Workforce Development, Aging and Community Services  
510 South Vermont Avenue, 11<sup>th</sup> Floor  
Los Angeles, CA 90020

6. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

**B. Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- C. Cancellation of or Changes in Insurance.** Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion

of the County, upon which the County may suspend or terminate this Agreement.

- D. Failure to Maintain Insurance.** Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- E. Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- F. Contractor's Insurance Shall Be Primary.** Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- G. Waivers of Subrogation.** To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- H. Subcontractor Insurance Coverage Requirements.** Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- I. Deductibles and Self-Insured Retentions (SIRs).** Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense

expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- J. Claims Made Coverage.** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- K. Application of Excess Liability Coverage.** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.
- L. Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. ("ISO") separation of insureds provision with no insured versus insured exclusions or limitations.
- M. Alternative Risk Financing Programs.** The County reserves the right to review, and then approve, Contractor use of self- insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- N. County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

## II. INSURANCE COVERAGE

- A. Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- B. Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- C. Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.



**AGREEMENT FOR COUNTY OF LOS ANGELES  
BOARD OF SUPERVISORS EXECUTIVE OFFICE (EO)  
AMERICAN RECOVERY AND REINVESTMENT ACT (ARPA)  
INCREASE CAPACITY TO REDUCE PANDEMIC  
RELATED HATE PROJECT  
AGREEMENT PERIOD: JULY 1, 2022 – JUNE 30, 2023**

**INCREASING CAPACITY TO ADDRESS PANDEMIC RELATED HATE  
BY PROVIDING EDUCATION, OUTREACH AND TRAINING SERVICES TO FIRST  
RESPONDERS**

Agreement Number: **79258**

Amendment Number No. 1

THIS AMENDMENT NO. 1 ("Amendment") is effective upon execution (the "**Effective Date**"), by and between among the County of Los Angeles ("County"), acting through the Los Angeles County Board of Supervisors Executive Office ("EO"), and TaskForce, LLC ("Subrecipient"). County and Subrecipient are sometimes referred to collectively here in as "Parties" and individually as a "Party." All initially capitalized terms not defined in this Amendment shall have the meanings given said terms in the Agreement (defined below).

**WHEREAS**, on March 4, 2020, the Chair of the County Board of Supervisors ("Board") proclaimed existence of a local health emergency regarding the coronavirus ("COVID-19") in Los Angeles County;

**WHEREAS**, on March 11, 2021, the American Rescue Plan ("ARP") Act was signed into law, which amended Title IV of the Social Security Act 17 to add Section 603 establishing the Coronavirus State and Local Fiscal Recovery Fund ("ARP Funds" or "SLFRF");

**WHEREAS**, on July 27, 2021, the Board authorized the ARP Funds spending plan ("Spending Plan") in the amount of \$975.0 million;

**WHEREAS**, on November 30, 2021, the Board delegated authority to the Chief Executive Officer ("CEO"), or designee, to prepare and execute agreements and any and all amendments under the Spending Plan;

**WHEREAS**, on July 1, 2022, the Parties entered into the ARP Subrecipient Agreement for the Dream Resource Centers Project; and

**WHEREAS**, it is the intent of the Parties hereto to amend this Agreement to revise the distribution of the Project Funds to the Subrecipient.

**NOW THEREFORE**, THE PARTIES HERETO AGREE AS FOLLOWS:

1. All changes set forth in this Amendment shall commence upon execution by all Parties.

2. Section 1.0, is replaced as follows:

### **1.0 TERM OF AGREEMENT**

The term of this Agreement shall commence upon the Effective Date and shall continue until all of the Parties' obligations under this Agreement are fully satisfied, but in any event no later than June 30, 2023, unless sooner terminated or extended by County.

3. Section 3.0 is replaced as follows:

### **3.0 USE OF ARP FUNDS**

3.1.3 Project Funds provided to Subrecipient are to be used to provide Services in response to the COVID-19 public health emergency or its negative economic impacts according to this Agreement and incorporated Exhibits and in accordance with Treasury Laws and Regulations.

#### **1.1.4 Federal Award Information:**

1. Unique Entity Identification (UEI): **024524157**
2. Federal Award Identification Number (FAIN): **SLFRP0137**
3. Federal Award Date: **July 1, 2022**
4. Subaward Period of Performance Start and End Date: **July 1, 2022 – June 30, 2023**
5. Amount of Federal Funds Obligated to Subrecipient: \$50,000
6. Total Amount of Federal Funds Obligated to Subrecipient: **\$50,000**
7. Total Amount of Federal Award: \$50,000
8. Federal Award Project Description: **Coronavirus State and Local Fiscal Recovery Funds**
9. Name of Federal Award Agency: **Department of the Treasury**
10. Assistance Listing Number: **21.027**
11. Identification of Whether the award is Research and Development (R&D): **Award is not R&D**
12. Indirect Cost Rate: **A de minimis of up to 10% unless there is an accepted negotiated rate accepted by all federal awarding agencies.**

4. All other terms and conditions of the Agreement shall remain in full force and effect. IN WITNESS WHEREOF, Subrecipient has executed this Amendment and the County of Los Angeles, by order of its Board of Supervisors, has caused this **Amendment 1** to be executed on its behalf by the Executive Officer, County of Los Angeles Board of Supervisors Executive Office, on the day and year first written above.



**COUNTY OF LOS ANGELES**

By *Celia Zavala* 10/27/2022  
Celia Zavala, Executive Officer Date

County of Los Angeles  
Executive Office of its  
Board of Supervisors

APPROVED AS TO FORM:

**SUBRECIPIENT**

BY THE OFFICE OF COUNTY COUNSEL  
DAWYN R. HARRISON, ACTING COUNTY  
COUNSEL

By *Dawyn R. Harrison*  
Deputy County Counsel

Simon Isaacs  
Subrecipient's Authorized Signatory Name (Print)

By *Simon Isaacs* 10/25/22  
Subrecipient's Authorized Signatory Date  
Signature

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By *Lachelle Smithman*  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

52F JUL 27 2021

*Celia Zavala*  
CELIA ZAVALA  
EXECUTIVE OFFICER

79258  
Supplemental No. 1



**AGREEMENT FOR COUNTY OF LOS ANGELES  
BOARD OF SUPERVISORS EXECUTIVE OFFICE (EO)  
AMERICAN RECOVERY AND REINVESTMENT ACT (ARPA)  
INCREASE CAPACITY TO REDUCE PANDEMIC  
RELATED HATE PROJECT  
AGREEMENT PERIOD: JULY 1, 2022 - JUNE 30, 2023**

**INCREASING CAPACITY TO ADDRESS  
PANDEMIC RELATED HATE  
BY PROVIDING SCHOOL BASED DREAM RESOURCE CENTER  
SERVICES**

Agreement Number: 79256

Amendment Number No. 2

THIS AMENDMENT NO. 2 ("Amendment") is effective upon execution (the "Effective Date"), by and between among the County of Los Angeles ("County"), acting through the Los Angeles County Board of Supervisors Executive Office (EO) and Asian Youth Center Inc. ("Subrecipient"). County and Subrecipient are sometimes referred to collectively here in as "Parties" and individually as a "Party." All initially capitalized terms not defined in this Amendment shall have the meanings given said terms in the Agreement (defined below).

WHEREAS, on March 4, 2020, the Chair of the County Board of Supervisors ("Board") proclaimed existence of a local health emergency regarding the coronavirus ("COVID-19") in Los Angeles County;

WHEREAS, on March 11, 2021, the American Rescue Plan ("ARP") Act was signed into law. which amended Title IV of the Social Security Act 17 to add Section 603 establishing the Coronavirus State and Local Fiscal Recovery Fund ("ARP Funds" or "SLFRF");

WHEREAS, on July 27, 2021, the Board authorized the ARP Funds spending plan ("Spending Plan") in the amount of \$975 million;

WHEREAS, on November 30, 2021, the Board delegated authority to the Chief Executive Officer ("CEO"), or designee, to prepare and execute agreements and any and all amendments under the Spending Plan;

WHEREAS, on July 1, 2022, the Parties entered into the ARP Subrecipient Agreement for the Dream Resource Centers Project; and

WHEREAS, it is the intent of the Parties hereto to amend this Agreement to revise the distribution of the Project Funds to the Subrecipient.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. All changes set forth in this Amendment shall commence upon execution by all Parties.

79256

Supervisor's Office  
2

2. Subparagraph 3.1 of Section 3.0, is deleted in its entirety and replaced as follows:
  - 3.1 **PROJECT FUNDS.** Subrecipient shall receive a portion of County's allocation of the ARP Funds up to \$171,581 ("Project Funds") to Increase Capacity To Address Pandemic Related Hate ("Project") pursuant to Exhibit A, Project Description, Exhibit B-2 , Pricing Schedule, and Exhibit C, Notice of Federal Subaward Information which are attached hereto and incorporated by reference, during the period that begins on March 3, 2021 , and ends on December 31, 2026 ("Covered Period"). All Project Funds made to the Subrecipient are subject to the terms and conditions set forth in this Agreement and Exhibit C, American Rescue Plan Act Requirements, attached hereto and incorporated by reference. In no instance shall the County be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs or expenses.
  
3. Subparagraph 3.1.4 of Section 3.0, is deleted in its entirety and replaced as follows:
  - 3.1.4 Federal Award Information
    1. Subrecipient's UEI Number: DCPSJ6LKK5G4
    2. Federal Award Identification Number (FAIN): SLFRP0137
    3. Federal Award Date: July 1, 2022
    4. Subaward Period of Performance Start and End Date: July 1, 2022 – June 30, 2023
    5. Amount of Federal Funds Obligated to Subrecipient: \$171,581
    6. Total Amount of Federal Funds Obligated to Subrecipient: \$171,581
    7. Total Amount of Federal Award: \$171,581
    8. Federal Award Project Description: Coronavirus State and Local Fiscal Recover Funds
    9. Name of Federal Award Agency: Department of Treasury
    10. Assistance Listing Number: 21.027
    11. Identification of Whether the award is Research and Development (R&D): Award is not R&D
    12. Indirect Cost Rate: A de minimis of up to 10% unless there is an accepted negotiated rate accepted by all federal awarding agencies.
  
4. "Exhibit B-2 Pricing Schedule" is added as an addendum to "Exhibit B, Pricing Schedule" and is attached hereto and incorporated by reference.
  
5. All other terms and conditions of the Agreement shall remain in full force and effect.

[signatures on the following page]

IN WITNESS WHEREOF, Subrecipient has executed this Amendment and the County of Los Angeles, by order of its Board of Supervisors, has caused this **Amendment 2** to be executed on its behalf by the Executive Officer, County of Los Angeles Board of Supervisors Executive Office, on the day and year first written above.



COUNTY OF LOS ANGELES

By: Celia Zavala 5/8/2023  
Celia Zavala, Executive Officer Date

County of Los Angeles  
Executive Office  
Board of Supervisors

APPROVED AS TO FORM:

SUBRECIPIENT

BY THE OFFICE OF COUNTY COUNSEL  
DAWYN R. HARRISON, ACTING COUNTY  
COUNSEL

By [Signature]  
Deputy County Counsel

Christine Lee Deputy Director, Asian Youth Center  
Subrecipient's Authorized Signatory Name (Print)

By [Signature] 5/2/2023  
Subrecipient's Authorized Signatory Date  
Signature

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By Lachelle Smithman  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

52-F JUL 27 2021

Celia Zavala  
CELIA ZAVALA  
EXECUTIVE OFFICER

79256

Signature

## ASIAN YOUTH CENTER

## Pricing Schedule B-2

Original ARP Service Amount	Revised Service Amount	Total
<b>Personnel Costs</b>		
\$69,350	(-\$4,870)	
One (1.0) FTE Site Supervisor Salary for Site Supervisor to serve two Dream Resource Centers @ 20 hours per week each site	Revised Program Manager salary to reflect actual salary, \$64,480, due to late start.	\$64,480
\$8,250		
0.10 FTE Program Director salary to support Dream Center development.		\$8,250
	\$5,460	
	0.50 FTE Site Supervisor to provide bilingual support for Piute Middle School Dream Resource Center (Upon execution – Jun 30, 2023)	\$5,460
	\$5,460	
	0.50 FTE Site Supervisor to provide bilingual support for JFK High School Dream Resource Center (Upon execution – Jun 30, 2023)	\$5,460
\$20,952	\$1,634	
Fringe @ 27% of Personnel Subtotal of \$69,350	Fringe @ 27% for revised salary	\$22,586
<b>Total Personnel</b>		<b>\$106,236</b>
<b>Operating Costs</b>		

## EXHIBIT B-2

\$23,090.22	(-\$5,979.22)	
Provision of training and technical assistance services integrating LACCHR and second contractor's launch of six other separate Dream Resource Centers in SD 1,2,4, and workshop facilitators and speakers.	Decreased consulting amount.	\$17,111
\$2,775.28	\$4,486.72	
Supplies for 2 Dream Resource Centers @\$887.64 and Art Supplies for 2 Dream Centers @\$500.	Additional supplies (including mini-refrigerators, microwaves for refrigerating, heating student snacks) for 2 Dream Centers @\$3,631 each.	\$7,262
\$660		
Printers and software for each Dream Resource Center		\$660
\$1,000		
Snacks for 2 Dream Resource Center Community Cupboards @ \$500 each		\$1,000
\$1,000		
Mileage reimbursement for staff travel to multiple Dream Resource Centers.		\$1,000
\$750	\$464	
Shirts for 15 student leaders at each Dream Center with logo of their leadership / empowerment group	Purchasing additional T-shirts for student leaders at Piute Middle School.	\$1,214
\$1,500		
Training Supplies and food for Teacher/Ally Staff Lunches @ 2 Dream Resource Centers		\$1,500

EXHIBIT B-2

\$1,500	\$500	
Bus for field trips at 2 Dream Resource Centers @ \$750 each	Adjusted to reflect updated cost of school buses (\$1,000 each)	\$2,000
	\$12,000 Furniture for Dream Center at Piute Middle School, Lancaster and JFK High, Granada Hills	\$12,000
	\$6,000 Laptops and scanner/printers for 3 project staff	\$6,000
\$14,233	\$1,365	
Administrative @ 10%	Administrative @ 10%	\$15,598
<b>Total Revised Budget</b>	Amendment 1 Budget \$145,060 Amendment 2 Revision of \$26,521 Total Amendment 2 Budget	\$ 171,581



**AGREEMENT FOR COUNTY OF LOS ANGELES  
BOARD OF SUPERVISORS EXECUTIVE OFFICE (EO)  
AMERICAN RECOVERY AND REINVESTMENT ACT (ARPA)  
INCREASE CAPACITY TO REDUCE PANDEMIC  
RELATED HATE PROJECT  
AGREEMENT PERIOD: JULY 1, 2022 – AUGUST 1, 2023**

**INCREASING CAPACITY TO ADDRESS  
PANDEMIC RELATED HATE  
BY PROVIDING SCHOOL BASED  
DREAM RESOURCE CENTER SERVICES**

Agreement Number: **79257**

Amendment Number No. 2

THIS AMENDMENT NO. 2 ("Amendment") is effective upon execution (the "**Effective Date**"), by and between among the County of Los Angeles ("County"), acting through the Los Angeles County Board of Supervisors Executive Office ("EO"), and Helpline Youth Counseling, Inc. ("Subrecipient"). County and Subrecipient are sometimes referred to collectively here in as "Parties" and individually as a "Party." All initially capitalized terms not defined in this Amendment shall have the meanings given said terms in the Agreement (defined below).

**WHEREAS**, on March 4, 2020, the Chair of the County Board of Supervisors ("Board") proclaimed existence of a local health emergency regarding the coronavirus ("COVID-19") in Los Angeles County;

**WHEREAS**, on March 11, 2021, the American Rescue Plan ("ARP") Act was signed into law, which amended Title IV of the Social Security Act 17 to add Section 603 establishing the Coronavirus State and Local Fiscal Recovery Fund ("ARP Funds" or "SLFRF");

**WHEREAS**, on July 27, 2021, the Board authorized the ARP Funds spending plan ("Spending Plan") in the amount of \$975.0 million;

**WHEREAS**, on November 30, 2021, the Board delegated authority to the Chief Executive Officer ("CEO"), or designee, to prepare and execute agreements and any and all amendments under the Spending Plan;

**WHEREAS**, on July 1, 2022, the Parties entered into the ARP Subrecipient Agreement for the Dream Resource Centers Project; and

**WHEREAS**, on November 10, 2022, the Parties agreed to amend this Agreement to revise the distribution of the Project Funds to the Subrecipient; and

79257

Supplement No.

2

**WHEREAS**, it is the intent of the Parties hereto to amend this Agreement to revise the distribution of the Project Funds to the Subrecipient to maximize funding.

**NOW THEREFORE**, THE PARTIES HERETO AGREE AS FOLLOWS:

1. All changes set forth in this Amendment shall commence upon execution by all Parties.
2. Subparagraph 3.1 of Section 3.0, is deleted in its entirety and replaced as follows:
  - 3.1 **PROJECT FUNDS**. Subrecipient shall receive a portion of County's allocation of the ARP Funds up to \$478,980 ("Project Funds") to Increase Capacity To Address Pandemic Related Hate (Project") pursuant to Exhibit A, Project Description, Exhibit B-1, Pricing Schedule, and Exhibit C, Notice of Federal Subaward Information which are attached hereto and incorporated by reference, during the period that begins on March 2021, and ends on December 31, 2026 ("Covered Period"), All Project Funds made to the Subrecipient are subject to the terms and conditions set forth in this Agreement and Exhibit C, American Rescue Plan Act Requirements, attached hereto and incorporated by reference. In no instance shall the County be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs or expenses.
3. Subparagraph 3.1.3 of Section 3.0, is deleted in its entirety and replaced as follows:
  - 3.1.3 Project Funds provided to Subrecipient are to be used to provide services in response to the COVID-19 public health emergency or its negative economic impacts according to this Agreement and incorporated Exhibits and in accordance with Treasury Laws and Regulations.

**Federal Award Information**

1. Subrecipient's UEI Number: KXJVZJL1YHN3
2. Federal Award Identification Number (FAIN): SLFRP0137
3. Federal Award Date: April 15, 2022
4. Subaward Period of Performance Start and End Date: July 1, 2022 – August 1, 2023
5. Amount of Federal Funds Obligated to Subrecipient: \$478,980.
6. Total Amount of Federal Funds Obligated to Subrecipient: \$478,980.
7. Total Amount of Federal Award: \$478,980
8. Federal Award Project Description: **Coronavirus State and Local Fiscal Recover Funds**





## HELPLINE YOUTH COUNSELING

### EXHIBIT B-2

Contractor: Helpline Youth Counseling, Inc.	Contract Number: 79257	
ARP Budget		
	Amendment Effective	Proposed Revision
	11/1/2022	5/1/2023
<b>Personnel</b>		
1 staff (Artesia High) @ .75 FTE x \$27/hr x 40 weeks (Oct 3- June 30)	\$ 32,400	
3 staff (Norwalk, Inglewood, Morningside) @ .75 FTE x \$27/hr x 39 weeks (Oct. 10-June 30)= \$94,770	\$ 94,770	
1 Staff (Feddle Middle School) @ .75FTE x \$27/hr x 42 weeks (Sept 16-June 30) = \$34,020	\$ 34,020	
1 Staff ( La Puente High School) @ .5 FTE x \$27/hr x 46 weeks (Aug 16-June30)=\$24,840	\$ 24,840	
Staff will provide Center's operations, programs provisions of mentoring, tutoring, school supplies, interventions and referrals needed resources.		
1 staff (Artesia High) @ .75 FTE x \$27/hr x 29 weeks (Oct 10-April 30)		\$ 23,490
1 staff (Artesia High Site Supervisor) @ 1.0 FTE x \$27/hr x 13 weeks (May 1 - July 31)		\$ 14,040
1 Staff (Norwalk HS) @.75FTE x \$27/hr x 25 weeks (November 8-April 30)		\$ 20,250
1 staff (Norwalk HS) @ 1.0 FTE x \$27/hr x 13 weeks (May 1 - July 31)		\$ 14,040
1 Staff (Inglewood HS) @.75FTE x \$27/hr x 23 weeks (Jan 23-June 30)		\$ 18,630
1 staff (Inglewood HS) @ 1.0 FTE x \$27/hr x 4 weeks (July 1 - July 31)		\$ 4,320
1 Staff (Morningside HS) @ .75 FTE x \$27/hr x 4 weeks (April 1-April 30)		\$ 2,880
1 Staff (Morningside HS) @ 1 FTE x \$27/hr x 13 weeks (May 1 - July 31)		\$ 14,040
1 Staff (Fedde MS) @.75FTE x \$27/hr x 32 weeks (Sept 16 - April 30)		\$ 25,920
1 staff (Fedde MS) @ 1.0 FTE x \$27/hr x 13 weeks (May 1 - July 31)		\$ 14,040
1 Staff (La Puente HS) @.5FTE x \$27/hr x 37 weeks (Aug 16 - April 30)		\$ 19,980
1 staff (La Puente HS) @ 1.0 FTE x \$27/hr x 13 weeks (May 1 - July 31)		\$ 14,040
Staff will provide Center's operations, programs provisions of mentoring, tutoring, school supplies, interventions and referrals needed resources.		
<b>School Site Staff Sub Total</b>	<b>\$ 186,030</b>	<b>\$ 185,670</b>

1.0 FTE Program Manager to supervise Six Site Supervisors; provide mental health referrals to students at-risk of self harm; liaison with LACCHR staff, school site staff; parents/caretakers; work with community supporters to sustain Center's work @ \$33.65/hr x 52 weeks	\$	69,992	
1.0 FTE Program Manager to supervise Six Site Supervisors; provide mental health referrals to students at-risk of self harm; liaison with LACCHR staff, school site staff; parents/caretakers; work with community supporters to sustain Center's work @ \$33.65/hr x 56 weeks			\$ 75,376
.25 FTE Clinical Supervisor to provide Center's peer mediation services; oversee case management services for students/families referred for resources @ \$38.46/hr x 14.5 hrs/week x 36 weeks	\$	20,076	
.06 FTE Clinical Supervisor to provide Center's peer mediation services; oversee case management services for students/families referred for resources @ \$38.46/hr x 3.61 hrs/week x 36 weeks			\$ 5,000
<b>Total wages</b>	\$	<b>276,098</b>	\$ <b>266,046</b>
Payroll Taxes, Benefits @ 19% of wages	\$	56,126	\$ 50,549
<b>Personnel Costs subtotal</b>	\$	<b>332,224</b>	\$ <b>316,595</b>
<b>Operational Costs</b>			
Supplies @ \$8,534 per site to more accurately reflect actual cost x 6 Sites = \$51,204, the breakdown for this is \$37,288 + \$13,916 (from personnel reduction) = \$51,204	\$	35,575	\$ 51,204
One-time operational cost of furniture, tables, chairs equipment such as printers (5/Center @ \$1,250 x 6= \$7,500 + \$41,900)	\$	49,400	\$ 49,400
Monitors (1/Center @ \$500 x 6 + \$3,000)	\$	3,000	\$ 3,000
Staff Mileage @ \$200/month x 12 months= \$2,400	\$	2,400	\$ 2,400
Student Services costs for field trips to colleges; teacher stipends to escort students; student merchandise such as t-shirts, hats, notebooks, art supplies for art interventions @ \$2,139.70 per year x 6 sites	\$	12,838	\$ 12,838
<b>Supplies and Resources Subtotal</b>	\$	<b>103,213</b>	\$ <b>118,842</b>
<b>Total Direct Expense</b>	\$	<b>435,437</b>	\$ <b>435,437</b>
Administrative @ 10% of direct expenses	\$	43,543	\$ 43,543
<b>Total Budget</b>	\$	<b>478,980</b>	\$ <b>478,980</b>