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

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**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

29 September 13, 2022

CELIA ZAVALA  
EXECUTIVE OFFICER

September 13, 2022

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:

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

**SUBJECT**

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

On July 27, 2021, the Board adopted Phase One of the spending plan by allocating \$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.

The Phase Two spending plan adds to Phase One by allocating the County's second and final installment of approximately \$975.0 million in Fiscal Recovery Funds, for a total investment of \$1.95 billion. Phase Two provides an additional \$401.1 million to equity-based investments to position the County to recover better than before the pandemic; an additional \$79.8 million to support an equitable and inclusive recovery; and an another \$494.1 million to shore up the County's safety net programs.

This cumulative investment of nearly \$2.0 billion presents an unprecedented opportunity for the Board to create generational change and build a County that is truly better than before the pandemic. This transformative work is already underway and will be augmented with the Phase Two

recommended allocations.

The Phase Two spending plan targets substantial additional investments designed to effectuate lasting change, well after pandemic recovery ends, including millions to create housing for people experiencing homelessness and low-income families; capital investments to increase the County's ability to address our most pressing issues like mental health care and alternatives to incarceration; and funding for services that help people experiencing homelessness find and keep housing; while also sustaining funding for Phase One investments for small businesses, community-based organizations, immigrants, and survivors of trauma. In addition, the Phase Two spending plan proposes substantial investments for the County Departments of Public Health (DPH) and Health Services (DHS) to preserve local efforts to combat the health impacts of COVID-19.

The Phase Two spending plan will benefit from months of equity-based research, outreach, and program design for the programs approved in Phase One. As directed by the Board and required by the federal ARP spending guidelines, the County's Antiracism, Diversity, and Inclusion (ARDI) Initiative worked with County departments to prioritize services and programs approved in Phase One for County residents hardest hit by COVID-19 and for whom the pandemic exacerbated preexisting health, mental health, and economic disparities.

A summary of the Phase Two spending plan is included as Attachment I. The entire Phase Two spending plan is included as Attachment II.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached proposed Phase Two spending plan totaling \$975.0 million, in addition to the \$975.0 million approved by the Board in Phase One, for a total of \$1.95 billion for the expenditure of Fiscal Recovery Funds.
2. Delegate authority to the CEO, or her designee, to allocate funds from the ARP Act Trust Fund, including any interest accrued thereon whether deposited in the ARP Act Trust Fund or another fund, to reimburse County departments for expenditures that meet the eligibility criteria issued by the U.S. Department of the Treasury (U.S. Treasury).
3. Authorize the CEO, or her designee, to utilize the lost revenue provisions as authorized under the ARP, as needed to provide the government services identified in the Phase Two spending plan.
4. Delegate authority to the CEO, or her designee, to adjust planned spending among categories and programs approved in the Phase Two spending plan and across fiscal years to maximize the use of funds and recover eligible costs.
5. Acknowledge and extend to the Phase Two spending plan all authorizations, delegations of authority, and waivers approved by the Board to implement the ARP Phase One spending plan, including but not limited to the authorizations, delegations of authority, and waivers the Board approved on November 30, 2021, for the purposes of expediting contracting for the programs identified in the Phase One spending plan.
6. 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 California Environmental Quality Act (CEQA) Guidelines for the reasons stated in this letter and in the record of

the proposed activities. In the alternative, the recommended actions, including approval of the Phase Two 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 Phase Two spending plan will enable the County to program the second tranche of \$975.0 million in Fiscal Recovery Funds for a total ARP Fiscal Recovery Funds investment of \$1.95 billion, as reflected in the Phase Two spending plan as reflected in Attachment I. The Phase Two spending plan will allow 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, along the recovery journey.

The requested delegated authority will authorize the transfer of funds out of the County's ARP Act Trust Fund, including interest accrued on Fiscal Recovery Funds, for uses approved under the Phase Two spending plan. The allocations will be formalized through subsequent budget actions approved by the Board. The requested delegated authority also allows the CEO to determine the most appropriate and eligible categories of ARP funding to ensure programs, services, and allocations in the Phase Two 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 rebalance budgeted spending categories in response to real-time conditions.

The recommendation to acknowledge the Board's prior authorizations, delegations of authority, and waivers to implement the Phase One spending plan and extend them to the Phase Two spending plan will ensure that the CEO and departments can effectively implement the Phase Two spending plan, including using the streamlined contracting process that is in place to support the Phase One spending plan.

Finally, like the Phase One spending plan, the Phase Two spending plan allocates \$20.0 million in COVID-19 emergency funding which will be allocated by the CEO as needed to support the County's response to COVID-19.

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

Adoption of the Phase Two spending plan and the related recommendations support 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 Phase Two 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 multiple equity tools and will positively impact the lives of those who rely on us and strengthen communities throughout the County—one community investment at a time. Finally, the Phase Two 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 Phase Two spending plan would pay for a wide range of services and programs to support the County's pandemic recovery. In addition to \$975.0 million already allocated in Phase One, the Phase Two spending plan includes \$401.1 million for equity-focused programs, \$79.8 million to support an equitable and inclusive recovery, and \$494.1 to sustain the COVID-19 public health response, continue vital safety net programs, and make additional equity-based capital investments.

The Phase Two spending plan includes an additional \$10.0 million to pay costs associated with CEO-approved County disaster services worker programs and other COVID-19-related costs, as well as an additional \$7.6 million to pay for mandated auditing and reporting, equity tool development and maintenance, data collection and visualization, and website-related costs.

The County must spend the ARP Fiscal Recovery Funds in strict compliance with federal law. The CEO, Auditor-Controller, County Counsel, and other departments continue to work closely together 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. The Los Angeles County region received approximately \$4.6 billion in Fiscal Recovery Funds, with the County receiving about \$1.95 billion and each city within the County receiving its own share of the remaining \$2.65 billion.

The federal government provided the Fiscal Recovery Funds in two equal payments, or tranches. The County received the first payment of approximately \$975.0 million in May 2021 and placed the funds into the newly created ARP Act Trust Fund. The County received the second payment of approximately \$975.0 million in June 2022 and placed the funds into the ARP Act Trust Fund.

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 employees;
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 Final Rule (31 Code of Federal Regulations Part 35), Treasury Compliance and Reporting Guidance, and Frequently Asked Questions.

Fiscal Recovery Funds may only be used for costs incurred within a specific time period, beginning March 3, 2021, with all funds obligated by December 31, 2024, and all funds spent by December 31, 2026. Any funds not encumbered or spent as authorized by ARP may be forfeited.

## OVERVIEW OF THE PHASE TWO SPENDING PLAN

The Phase Two spending plan will program the full \$975.0 million in Fiscal Recovery Funds the County received in tranche 2 of the federal direct allocations. The Phase Two spending plan includes and builds on the programs approved in Phase One, with additional investments for existing approved programs and new programs that meet emerging needs. The Phase Two spending plan distributes funding across the three strategic pillars approved in Phase One.

The Phase Two spending plan also builds upon administrative or Board-directed positive or negative adjustments to program allocations that occurred between Phase One and Phase Two. These adjustments are designated as “mid-tranche” adjustments and the entire Phase Two spending plan shown in Attachment II explains the basis for each mid-tranche adjustment. In total, about \$19.5 million in positive mid-tranche adjustments are recorded in the Phase Two spending plan, completely offset by corresponding reductions of \$19.5 million.

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

Phase Two adds \$401.1 million to the first pillar, for a total investment of \$971.3 million across both phases including mid-tranche adjustments, to ensure the County emerges from the pandemic better than before through equity-based programs.

This pillar recognizes that Fiscal Recovery Funds represent a once-in-a-generation opportunity to address the County’s most acute inequalities and proposes investments to address the social determinants which contributed to poor public health outcomes during the pandemic.

The Phase Two spending plan proposes additional investments in this pillar to provide housing and related supports for people experiencing homelessness (\$223.9 million); to support the Board’s “Care First, Jails Last” vision (\$19.6 million); to disrupt the cycle of poverty in communities that have historically been left out of intergenerational wealth gains (\$30.5 million); and for direct community investments like grants to community-based organizations providing trauma interventions, food resources, justice-reform programs, and supports unique to immigrant communities (\$21.5 million).

Investments in this first pillar also provide substantial funding to launch a County land bank to address affordable housing infrastructure (\$40.0 million) and significant additional investments to eliminate the digital divide, including funding to build community Wi-Fi infrastructure (\$65.6 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.

Phase Two provides an additional \$79.8 million to support second pillar investments, for a total investment of \$324.3 million across both phases including mid-tranche adjustments. Phase Two funds more financial supports and other services and programs for small businesses, entrepreneurs, and nonprofits (\$16.5 million); supports for artists and professionals and organizations in the creative economy (\$4.6 million); employment opportunities for workers and youth (\$14.0 million); programs that foster stable housing for renters (\$18.5 million); essential recreation, early education, and healthy food for families (\$13.2 million); services that address trauma and violence, including additional funding to support survivors of domestic violence (\$6.0 million); and food and nutritional resources (\$7.0 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 for our community. This 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.

Phase Two will provide an additional \$494.1 million for third-pillar programs, for a total of \$654.4 million across both phases including mid-tranche adjustments. Investments include funding for the County's disaster services worker program and other related COVID-19 costs (\$10.0 million), continued hyperlocal and community-based outreach (\$10.2 million), and ongoing costs to administer the ARP spending plan, including mandated audits and reporting (\$7.6 million).

Phase Two also doubles down on prior investments in the County's capital infrastructure by setting aside \$215.0 million for projects that will help the County meet its most serious societal challenges and community needs.

Finally, pillar three investments include \$251.3 million in new funding to support the County's health and public health response to the ongoing COVID-19 pandemic, including funding for community testing, public health interventions, and related services to people who are experiencing homelessness. These Phase Two investments are critical to sustain the County's equity-based public health responses as the County approaches the full allocation of available federal and State resources to battle the pandemic locally. On August 30, 2022, DPH and DHS provided their regular bi-weekly update to the Board reflecting decreases in key COVID-19 indicators and measures. However, given past experience with seasonal surges and outbreaks, we are mindful that we must remain vigilant both budgetarily and programmatically to ensure we meet the needs of those who rely on the County safety net. Given the foregoing, it is unclear the exact amount of funding needed for the County's health response. To that end, the CEO will work with DPH and DHS to monitor the spend down of this allocation and revisit the unspent portions of the allocation in light of the key COVID-19 indicators. As such, the CEO will meet with both departments quarterly to review their programmatic efforts and assess the spending levels to align the level of spending with an improving or declining COVID-19 outlook. If the County's COVID-19 outlook continues to improve, the CEO will return to the Board with recommendations to reallocate some or all of the unspent allocation. If the COVID-19 outlook starts to decline, we will continue to work with both departments to ensure the allocation is spent appropriately.

### LEVERAGING INVESTMENTS MADE IN PHASE ONE

As mentioned above, ARDI and County departments have made significant staff and resource investments to develop their Phase One programs through an equity lens and within the strict

parameters established by the federal ARP spending guidelines. This includes the development of the ARDI equity explorer tools to help departments understand which residents are most in need and most harmed by the pandemic, careful program design to ensure equitable deployment of resources, thoughtful identification of metrics and key performance indicators to foster data collection that will measure outputs and outcomes at a program, department, and enterprise level, and competitive contract solicitations as required by the federal ARP rules.

Through this process, we learned that developing, deploying, and measuring programs through an equity-based design process is time and labor intensive. Phase One programs have been approved for launch at varying times over the prior approximately 12 months depending on the ability for departments to develop programming that is both compliant with the complex federal regulations governing Fiscal Recovery Funds and the Board's equity mandates.

For this reason, the Phase Two spending plan prioritizes additional investments in Phase One programs to ensure they are sufficiently resourced and successful, while also avoiding the need to create new programming from the ground-up. In total, the Phase Two spending plan invests an additional approximately \$384.5 million in approved Phase One programs.

## ENSURING EQUITY

On April 20, 2021, and again on July 13, 2021, the Board directed the CEO and County departments to employ an equity lens to deploy pandemic recovery funding and services. The Board's commitment to prioritize ARP resources for communities that were hardest hit during the pandemic has ensured that ARP funds are being distributed equitably. The following key activities help guide the County's efforts to meet the Board's equity priorities:

1. **Countywide Equity Principles:** CEO drafted the Countywide Equity Guiding Principles with input from County departments. These principles, along with ARP-specific budget principles, helped County departments weigh considerations throughout the budgeting process and to ensure that program, policy, and funding decisions align with the Board's equity goals for ARP fund expenditures.
2. **Equity Explorer Mapping Tool:** The Equity Explorer Mapping Tool allows users to explore census tracts throughout the County to identify areas of the highest need based on populations disproportionately affected by COVID-19. The tool utilizes the COVID-19 Vulnerability and Recovery Index to stratify County cities and communities into five need tiers ranging from highest to lowest need based on COVID-19-related risk, severity, and recovery need indicators. This enabled departments to locate areas of greatest need and to ensure communities that were most impacted by COVID-19 and will need the most support to recover were allocated commensurate investments.
3. **Equity Toolkit:** A toolkit was developed to support departments in creating their project designs with an equity focus. This helped projects have the highest prevalence and potential for achieving equity. It kept equity considerations in mind during their project planning process and helped align them with equity principles and life course outcomes. It also supported the development of equity metrics to help measure progress and inform future project iterations and funding decisions based on performance.

CEO continues to increase funding, contracting, and data transparency and public access to project status and location through the County's Better Than Before American Rescue Plan Act web portal (<https://ceo.lacounty.gov/recovery/arp/>).

## IMPACT OF OTHER AVAILABLE FUNDING ON PROPOSED SPENDING PLAN

As in Phase One, we developed this Phase Two spending plan considering other available federal, State, and local funding, and designed the spending plan to leverage and complement those funding sources.

We worked closely with partner departments, such as DPH and DHS to identify and understand what funding sources are available to the County or which are expected to become available to support components of the spending plan. Unlike in Phase One, we expect that federal and State resources to support the local pandemic response will be greatly reduced or end entirely before December 31, 2024, when Fiscal Recovery Funds must be fully obligated or returned to the U.S. Treasury. The Phase Two spending plan accordingly includes \$230.0 million to sustain our local public health response to the ongoing pandemic through the end of 2024.

We also worked closely with the Department of Consumer and Business Affairs and the Los Angeles County Development Authority to identify available federal or State funding to support tenants, homeowners, and small landlords struggling to make ends meet as the result of the pandemic and who are at risk of eviction or losing their homes and properties. While we expect State investments to be made available to support homeowners and small landlords who are having trouble paying their mortgage, in addition to Phase One investments in mortgage relief programming, the State's rent relief program has concluded (although some payments are still pending). Because of this, we have included additional tenant supports in the Phase Two spending plan, including \$18.0 million for the County's Stay Housed program that provides legal representation and one-time rent relief payments for tenants at risk of eviction.

Finally, in Phase One, we leveraged disaster relief funding reimbursement through the Federal Emergency Management Agency (FEMA). In Phase Two, FEMA funding has ended for new projects and we continue to work with FEMA on maximizing reimbursement for all eligible existing projects.

## **ENVIRONMENTAL DOCUMENTATION**

The recommended actions, including approval for the proposed Phase Two 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 Phase Two spending plan are consistent with and leverage investments made in Phase One. Timely expenditure of the ARP Fiscal Recovery Funds will depend in part on the County's continued ability to standup delivery models, partner with community-based organizations, and leverage existing infrastructure to deliver expanded and new services. As departments marshal resources to deploy ARP Fiscal Recovery Funds by the statutory spending deadline, service levels for other departmental programs may be impacted. These impacts are expected to lessen over time as departments move from the program design phase to the delivery phase and services become more streamlined and routine.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Fesia A. Davenport', written in a cursive style.

FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:MM

MRM:cg

Enclosures

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

## American Rescue Plan Summary

**Overview:** Phase Two of Los Angeles County’s American Rescue Plan will invest an additional **\$975 million** in federal recovery funds to reshape and rebuild Los Angeles County as it emerges from a devastating pandemic. The funding in this plan represents the second phase of a **\$1.9 billion** allocation under the American Rescue Plan (ARP). The County received the first round of funding in May 2021 and the second round this June.

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. Phase Two also sustains key elements of the public health response to the pandemic and supports one-time capital projects to address pressing community needs.

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

STRATEGIC PILLAR I	STRATEGIC PILLAR II	STRATEGIC PILLAR III
<p><b>Equity-Focused Investments</b></p> <p><b>Phase Two Allocation:</b> \$401.1 million</p> <p><b>Total ARP Allocation:</b> \$971.3 million</p> <p>Addressing longstanding inequities in hard-hit and historically disadvantaged communities through urgent, transformative, and innovative investments.</p>	<p><b>Building a Bridge to an Equitable Recovery</b></p> <p><b>Phase Two Allocation:</b> \$79.8 million</p> <p><b>Total ARP Allocation:</b> \$324.28 million</p> <p>Deploying supportive services through an equity lens to jumpstart recovery in communities that have experienced the most severe impacts of COVID-19.</p>	<p><b>Fiscal Stability and Social Safety Net</b></p> <p><b>Phase Two Allocation:</b> \$494.1 million</p> <p><b>Total ARP Allocation:</b> \$654.42 million</p> <p>Sustaining and expanding key programs to ensure a strong safety net as we emerge from the pandemic.</p>

As shown by the totals above, the two phases together represent a cumulative investment of nearly \$2 billion, which presents an unprecedented opportunity for generational change and a better-than-before LA County.

Some priorities received more funding early in the ARP program and others are proposed for a greater allocation in this phase. The Phase Two spending plan is focused primarily on additional investments in Phase One programs to ensure they are sufficiently resourced and to fully take advantage of the extensive groundwork already accomplished to get programs underway. This will allow us to put dollars to work in the community as quickly as possible.

### Highlights of the Phase Two spending plan include:

**\$282.35 million** for housing and related services for people experiencing homelessness, for services to prevent people falling into homelessness, and for the development of affordable housing.

**\$251.25 million** to support the County’s health and public health response to the ongoing COVID-19 pandemic, including funding for community testing, public health interventions, and related services to people who are experiencing homelessness.

**\$215 million** for infrastructure projects that will help the County meet its most serious societal challenges and community needs.

**\$65.65 million** to attack the “digital divide” so that all LA County residents can enjoy educational and economic opportunities and prosperity.

**\$30.5 million** aimed at breaking the cycle of intergenerational poverty by building intergenerational wealth in communities with historically limited economic opportunities and relatively poor health and educational outcomes.

**\$21.5 million** in direct community investments and partnerships with community-based organizations that provide pandemic recovery services related to justice-involved populations, immigrant and other communities in need, and economic and workforce development.

**\$19.6 million** for Care First, Jails Last programs, which will augment \$200 million in additional County funding for Care First and Community Investments (formerly Measure J).

**\$17.6 million** to shore up the social “safety net,” including support for the County’s disaster service workers program.

**\$16.5 million** for small businesses, entrepreneurs, and nonprofits hit hard by the pandemic.

**\$14 million** to help under-skilled and hard-to-employ workers secure employment in the post-pandemic economy, with an emphasis on workforce development for LA County’s youth.

**\$13.2 million** for LA County families: funding our network of childcare providers, creating healthy childhood environments, and providing families with needed support to thrive post-pandemic.

**\$10.25 million** in hyperlocal, community outreach to build awareness of services and resources and ensure equitable access.

**\$7 million** in food distribution programs for individuals, families, and older adults.

**\$6 million** to address trauma and violence in our communities.

**\$4.6 million** to mitigate the impacts of the pandemic on the arts and the creative economy.

*The totals for the combined Phase One and Phase Two spending plans, including other adjustments that occurred between tranches, can be seen in Attachment II to the September 13, 2022 Board letter.*

# PHASE TWO SPENDING PLAN:

## 2<sup>nd</sup> Phase of \$1.95 Billion Allocation

September 13, 2022

Attachment II

### FIRST PILLAR

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

**\$971.3 million (+\$403.4 million)<sup>1</sup>**

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 - \$628.65 million (+228.65 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	Descriptions	Tranche 1 (\$Millions)	Mid-Tranche Adjustments (\$Millions) <sup>2</sup>	Tranche 2 (\$Millions)	Total (\$Millions)
Project Homekey	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	\$0.0	\$58.6	<b>\$173.6</b>

<sup>1</sup> Figures in green represent the change between phase one and phase two.

<sup>2</sup> “Mid-tranche adjustments” reflect administrative and Board of Supervisors-directed changes to program allocations made between the phase one and phase two plans.

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)<sup>2</sup></b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
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	\$4.8 <sup>3</sup>	\$30.8	<b>\$148.8</b>
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 housing on LA County-owned or city-owned or leased property, and by the strategic renovation of existing LA County facilities. <sup>4</sup>	\$100.0	\$0.0	\$0.0	<b>\$100.0</b>
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	\$0.0	\$70.5	<b>\$100.5</b>
Intensive Case Management (ICMS) and Tenancy Support Services for Federal Voucher Holders	Provide 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	\$0.0	\$48.3	<b>\$65.0</b>

<sup>3</sup> Additional funding to address escalating construction costs.

<sup>4</sup> This category is amended to allow the County more flexibility to create new housing.

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)<sup>2</sup></b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
Homelessness Prevention	Support the Department of Health Services (DHS) Housing for Health Homelessness prevention unit, in identifying 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	\$0.0	\$11.25	<b>\$25.0</b>
Interim Housing Costs for Community Based Sites	Support the operation of 261 interim housing beds in ten 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	\$0.0	\$0.0	<b>\$6.0</b>
Interim Housing 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	\$0.0	\$0.0	<b>\$4.25</b>
Safe Parking	Establish Safe Parking Program sites in each Supervisorial District, that would operate from January 2022 to December 2024 (24 months). <sup>5</sup>	\$1.1	\$0.0	\$4.4	<b>\$5.5</b>
		<b>\$400.00</b>	<b>\$4.8</b>	<b>\$223.85</b>	<b>\$628.65</b>

<sup>5</sup> This category is amended to allow greater flexibility in the design and number of Safe Parking Program sites.

### 1.2 Reduce the Affordable Housing Shortfall - \$80.0 million (+\$40.0)

Reduce the countywide affordable housing shortfall by investing in private affordable housing developments.

Program	Descriptions	Tranche 1 (\$Millions)	Mid-Tranche Adjustments (\$Millions)	Tranche 2 (\$Millions)	Total (\$Millions)
Funding New Private Sector Affordable Housing Development	Supplement the annual Notice of Funding Availability administered by the Los Angeles County Development Authority with additional funds to support more affordable housing developments in LA County.	\$40.0	\$0.0	\$0.0	\$40.0
<b>New Program</b> County Land Bank	Funding to support a new County Land Bank to address affordable housing infrastructure, with a focus on areas along the Los Angeles River and greening and infrastructure initiatives connected to the river.	\$0.0	\$0.0	\$40.0	\$40.0
		<b>\$40.00</b>	<b>\$0.00</b>	<b>\$40.00</b>	<b>\$80.00</b>

### 1.3 Care First, Jails Last - \$66.7 million (+\$19.6 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.

Program	Descriptions	Tranche 1 (\$Millions)	Mid-Tranche Adjustments (\$Millions)	Tranche 2 (\$Millions)	Total (\$Millions)
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	\$0.0	\$0.0	\$18.5
System of Care Expansion	Expand 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	\$0.0	\$0.0	\$10.5

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
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 Careers for a Cause (\$2.6 million in phase one and \$2.6 million in phase two), Skills and Experience for the Careers of Tomorrow (\$1.0 million in phase one and \$1.0 million in phase two) and Fire Camp/LA Training Center (\$5.0 million in phase one and \$9.5 million in phase two).	\$8.6	\$0.0	\$13.1	\$21.7
Office of Diversion and Reentry's (ODR) Interim Housing Beds	Extend funding for the ODR's "COVID-19 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	\$0.0	\$5.0	\$10.0
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	\$0.0	\$0.0	\$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	\$0.0	\$0.0	\$1.5

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
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	\$0.0	\$1.5	\$3.0
		<b>\$47.10</b>	<b>\$0.00</b>	<b>\$19.60</b>	<b>\$66.70</b>

#### 1.4 Digital Divide - \$77.65 million (+\$65.65 million)

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

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
Library Laptop and Hotspot Lending and WorkReady Programs	Add 1,400 Chromebook kits to the LA County Library's existing Laptop and 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	\$0.0	\$0.0	\$3.4
Delete the Divide Initiative	Led by the Internal Services Department 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	\$0.0	\$9.15	\$12.05

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
LA Community Impact Hubs	In partnership with the Greater LA Education Foundation, the Los Angeles County Office of Education, 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	\$0.0	\$0.0	\$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	\$0.0	\$0.2	\$1.7
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	\$0.0	\$0.0	\$1.5
Building a Better Connection for Older Adults	Through a partnership with the Department of Aging and Disabilities 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. <sup>6</sup>	\$0.7	\$0.0	\$0.3	\$1.0
<b>New Program</b> Accelerate the Digital Divide	Deploy demonstration community-based Wi-Fi mesh networks and educational and outreach supports to address digital deserts in high-needs County neighborhoods.	\$0.0	\$0.0	\$56.0	\$56.0
		<b>\$12.00</b>	<b>\$0.00</b>	<b>\$65.65</b>	<b>\$77.65</b>

<sup>6</sup> This category is amended to reflect the creation of the LA County Department of Aging and Disabilities on July 1, 2022.

## 1.5 Breaking the Cycle of Intergenerational Poverty - \$50.3 million (+\$30.5 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	Descriptions	Tranche 1 (\$Millions)	Mid-Tranche Adjustments (\$Millions)	Tranche 2 (\$Millions)	Total (\$Millions)
Guaranteed Basic Income	Launch a Guaranteed Basic Income Pilot Program to improve the financial stability of populations most impacted by COVID-19 by reducing destabilizing and catastrophic income volatility.	\$16.3	\$0.0	\$25.5	\$41.8
Volunteer Income Tax Assistance (VITA) for People Experiencing Homelessness	Work with community partners to increase tax credits received by low-income individuals and families, prioritizing meeting the deadline for non-filers to receive federal and state stimulus checks. <sup>7</sup>	\$2.3	\$0.0	\$0.0	\$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	\$0.0	\$0.0	\$1.2
<b>New Program</b> Guaranteed Income for At-Risk Expectant and Parenting Mothers	Launch a guaranteed income program to improve the financial stability and overall health of at-risk pregnant women and mothers with newborns in communities disproportionately impacted by COVID-19.	\$0.0	\$0.0	\$5.0	\$5.0
		<b>\$19.80</b>	<b>\$0.00</b>	<b>\$30.50</b>	<b>\$50.30</b>

<sup>7</sup> This program is amended to include VITA services for all low-income residents, not limited to people who are experiencing homelessness as approved in phase one.

## 1.6 Direct Community Investments - \$68.0 million (+\$19.0 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), resource community-based organizations that provide pandemic recovery services related to justice-involved populations, healthy communities, and economic and workforce development.

Program	Descriptions	Tranche 1 (\$Millions)	Mid-Tranche Adjustments (\$Millions)	Tranche 2 (\$Millions)	Total (\$Millions)
Trauma Prevention Partnership	Grants to community-based organizations to support crisis response, violence disruption, and gang prevention and intervention.	\$20.0	\$0.0	\$5.0	\$25.0
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	-\$1.5 <sup>8</sup>	\$6.0	\$12.5
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	\$0.0	\$2.5	\$7.5
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	-\$1.0 <sup>9</sup>	\$0.0	\$2.5

<sup>8</sup> Per Board of Supervisors' motion on February 15, 2022, \$1.5 million in funding was reallocated from the Community Food Resource Grants program to support food distribution programming in partnership with the LA Regional Food Bank and other nonprofit providers.

<sup>9</sup> At the request of the Department of Economic Opportunity, \$1.0 million in funding was reallocated from Grants to Support Youth Workforce Development to the Youth@Work program to cover increased costs due to the new minimum wage adopted in July 2022.

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
Grants to Community-Based Organizations Focused on Financial Well-being 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	\$0.0	\$0.0	\$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	\$0.0	\$1.5	\$5.0
Capacity Building for Immigrant-Focused Community-based Organizations	Grants to immigrant-focused community-based organizations to grow post-pandemic programmatic, fiscal, and fundraising capacity.	\$3.5	-\$1.5 <sup>10</sup>	\$3.0	\$5.0
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	\$1.5	\$3.5	\$7.0
		<b>\$49.00</b>	<b>-\$2.5</b>	<b>\$21.50</b>	<b>\$68.00</b>

<sup>10</sup> At the request of the Department of Consumer and Business Affairs' Office of Immigrant Affairs, \$1.5 million was reallocated from Capacity Building for Immigrant-Focused Community-based Organizations to Legal Representation for Immigrants at Risk of Removal to better align the respective program budgets.

## SECOND PILLAR

### BUILDING A BRIDGE TO AN EQUITABLE RECOVERY \$324.28 million (+\$84.6 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 - \$94.1 million (+\$23.6 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	Descriptions	Tranche 1 (\$Millions)	Mid-Tranche Adjustments (\$Millions)	Tranche 2 (\$Millions)	Total (\$Millions)
LA Regional COVID-19 Fund: Small and Microbusiness Grants	Expand upon the success of the LA Regional COVID-19 Fund by providing additional grant opportunities to small businesses and microentrepreneurs, including veteran-owned businesses and disadvantaged businesses.	\$20.0	\$0.0	\$3.0	\$23.0
LA Regional COVID-19 Fund: Nonprofit Grants	Expand upon the success of the LA Regional COVID-19 Fund by providing additional grant opportunities to nonprofits that provide safety net services in communities hardest hit by the pandemic.	\$15.0	\$0.0	\$2.0	\$17.0

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
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	\$0.0	\$10.0	\$25.0
Keep LA Dining	Extend and expand the 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	\$0.0	\$0.0	\$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	\$0.0	\$0.0	\$7.5
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	\$0.0	\$1.5	\$3.0
"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	\$0.0	\$0.0	\$1.0

Program	Descriptions	Tranche 1 (\$Millions)	Mid-Tranche Adjustments (\$Millions)	Tranche 2 (\$Millions)	Total (\$Millions)
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	\$7.1 <sup>11</sup>	\$0.0	\$7.6
		<b>\$70.50</b>	<b>\$7.10</b>	<b>\$16.50</b>	<b>\$94.10</b>

## 2.2 Arts and the Creative Economy - \$25.85 million (+\$4.6 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 well-being.

Program	Descriptions	Tranche 1 (\$Millions)	Mid-Tranche Adjustments (\$Millions)	Tranche 2 (\$Millions)	Total (\$Millions)
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	\$0.0	\$3.0	\$15.0
Creative Works Jobs for Artists	Engage artists, intermediaries, and cultural organizations to develop artist-led projects and public programs	\$5.0	\$0.0	\$0.0	\$5.0

<sup>11</sup> Consistent with the intended uses of the Public Health Emergency Funding program, on January 25, 2022, the Board of Supervisors adopted a motion directing that \$7.1 million of these funds be used to provide rapid COVID-19 tests to small businesses struggling to keep employees on staff during the COVID-19 surge. These funds were reallocated to Safer at Work for deployment consistent with the Board of Supervisors' directives.

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
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	\$0.0	\$0.0	\$1.9
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	\$0.0	\$1.6	\$3.2
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	\$0.0 <sup>12</sup>	\$0.0	\$0.75
		<b>\$21.25</b>	<b>\$0.0</b>	<b>\$4.60</b>	<b>\$25.85</b>

<sup>12</sup> At the request of LACMA and in response to concerns about project eligibility under the American Rescue Plan Act guidelines, funding was returned and used to support the distribution of baby formula in connection with approved food distribution programming.

### 2.3 Employment Opportunities for Workers and Youth – \$52.0 million (+\$15.0 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	Descriptions	Tranche 1 (\$Millions)	Mid-Tranche Adjustments (\$Millions)	Tranche 2 (\$Millions)	Total (\$Millions)
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	\$0.0	\$0.0	\$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	\$0.0	\$9.0	\$18.0
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, nonprofit, and private organizations in high-growth industry sectors	\$5.0	\$1.0 <sup>13</sup>	\$4.0	\$10.0
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	\$0.0	\$0.0	\$2.0
Wraparound Services for Critical	Support rapid re-employment and high-road training partnerships by offering	\$1.0	\$0.0	\$1.0	\$2.0

<sup>13</sup> At the request of the Department of Economic Opportunity, \$1.0 million in funding was reallocated from Grants to Support Youth Workforce Development to the Youth@Work program to cover increased costs due to the new minimum wage adopted in July 2022.

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
Employment Initiatives	wraparound supports while in training, including stipends, childcare, mentoring, support with housing, help with technology barriers, and other case management.				
		<b>\$37.00</b>	<b>\$1.00</b>	<b>\$14.00</b>	<b>\$52.00</b>

## 2.4 Stable Housing - \$37.0 million (+\$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.

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
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	\$0.0	\$18.0	\$30.0
LA County Mortgage Relief Partnership	As a complement to state and federal mortgage relief, offer United States Department of Housing and Urban Development-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	\$0.0	\$0.0	\$5.0

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
Landlord-Tenant Mediations	Through a partnership led by 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	\$0.0	\$0.0	\$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	\$0.0	\$0.5	\$1.0
		<b>\$18.50</b>	<b>\$0.00</b>	<b>\$18.50</b>	<b>\$37.00</b>

## 2.5 Healthy Families - \$62.33 million (+\$13.2 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>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
Childcare Provider Grants and Incubator Program	Expand the existing Child Care Provider Grant program 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	\$0.0	\$0.0	\$20.0

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
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	-\$3.64 <sup>14</sup>	\$0.0	\$5.56
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	\$0.0	\$10.0	\$18.8
Healthy Food Kickstarter 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	\$0.0	\$0.0	\$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	\$3.64	\$0.0	\$6.34

<sup>14</sup> At the request of DPH, \$3.64 million was reallocated from the Home Visiting program to Nurse Family Partnership to realign the respective program budgets.

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
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	\$0.0	\$1.0	\$3.0
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, the Reading Machine program, the LA County Library MākMō vehicles, and the School Readiness Program.	\$1.43	\$0.0	\$0.5	\$1.93
<b>New Program</b> Recreation Programming at County Parks	Sustain recreational programs, including children's sports, arts and crafts, and other out-of-school engagement at County parks.	\$0.0	\$0.0	\$1.7	\$1.7
		<b>\$49.13</b>	<b>\$0.0</b>	<b>\$13.20</b>	<b>\$62.33</b>

## 2.6 Addressing Trauma and Violence - \$16.7 million (+\$6.0 million)

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

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
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	\$0.0	\$3.1	\$11.1

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
Small Dollar Grants for Domestic Violence Survivors	Provide survivors of domestic violence with small-dollar grants to pay for relocation expenses, medical bills, and other costs necessary to secure financial independence. <sup>15</sup>	\$1.4	\$0.0	\$1.6	\$3.0
Increase Capacity to Address Pandemic-Related Hate	Led by the Human Relations Commission, fund efforts to address and end hate, bias, and discrimination, with a focus on Asian Americans and Native Hawaiian and Pacific Islander communities subjected to increased hate-based violence as a result of the COVID-19 pandemic.	\$1.0	\$0.0	\$1.0	\$2.0
Domestic Violence Experts for DCFS Hotline	Collocate 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	\$0.0	\$0.3	\$0.6
		<b>\$10.70</b>	<b>\$0.00</b>	<b>\$6.00</b>	<b>\$16.70</b>

## 2.7 Food Resources - \$36.3 million (+\$3.7 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>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
Elder Nutrition Program+	Additional support for the Elder Nutrition Program+, which provides free nutritious meals to low-income seniors, operated in partnership with community-based and nonprofit organizations.	\$17.3	\$0.0	\$0.0	\$17.3

<sup>15</sup> This category is amended to reflect that the program will provide only grants, as opposed to grants and loans as approved in phase one.

<b>Program</b>	<b>Descriptions</b>	<b>Tranche 1 (\$Millions)</b>	<b>Mid-Tranche Adjustments (\$Millions)</b>	<b>Tranche 2 (\$Millions)</b>	<b>Total (\$Millions)</b>
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	\$0.0	\$5.0	\$15.0
Food for People Experiencing Homelessness	Continue the existing program, administered by DHS in partnership with the Los Angeles Homeless Services Authority, the Department of Mental Health, and nonprofit service providers, to distribute bagged meals to people experiencing homelessness using homeless outreach workers to reduce potential for COVID-19 spread.	\$4.8	-\$4.8 <sup>16</sup>	\$0.0	\$0.0
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	\$0.0	\$0.0	\$0.5
<b>New Program</b> Food Distribution Program	In partnership with the LA Regional Food Bank and nonprofit providers, continue drive-up food giveaway programs for those struggling to put food on the table every day.	\$0.0	\$1.5 <sup>17</sup>	\$2.0	\$3.5
		<b>\$32.60</b>	<b>-\$3.30</b>	<b>\$7.00</b>	<b>\$36.30</b>

<sup>16</sup> At the request of DHS, this funding was swept due to the availability of other funding. The funds were later reallocated to support projected shortfalls in the Conversion of Interim Housing Units to Permanent Housing program.

<sup>17</sup> On February 15, 2022, the Board of Supervisors adopted a motion directing \$1.5 million in funding for this program following the devastating omicron surge. Funds were reallocated from the Community Food Resource Grants program.

## THIRD PILLAR

### FISCAL STABILITY AND SOCIAL SAFETY NET \$654.42 million (+\$487.0 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 - \$94.92 million (+\$17.6 million)

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

Program	Descriptions	Tranche 1 (\$Millions)	Mid-Tranche Adjustments (\$Millions)	Tranche 2 (\$Millions)	Total (\$Millions)
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	\$0.0	\$10.0	\$75.0
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	\$0.0	\$0.0	\$8.1

Program	Descriptions	Tranche 1 (\$Millions)	Mid-Tranche Adjustments (\$Millions)	Tranche 2 (\$Millions)	Total (\$Millions)
Administrative Costs	Funding for centralized administrative costs, including equity tool development, website design, data, auditing, and associated costs.	\$4.22	\$0.0	\$7.6	\$11.82
		<b>\$77.32</b>	<b>\$0.00</b>	<b>\$17.60</b>	<b>\$94.92</b>

### 3.2 Hyperlocal and Community-Based Outreach - \$27.85 million (+\$10.25 million)

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

Program	Descriptions	Tranche 1 (\$Millions)	Mid-Tranche Adjustments (\$Millions)	Tranche 2 (\$Millions)	Total (\$Millions)
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	\$0.0	\$7.5	\$22.5
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	\$0.0	\$0.0	\$2.6

<b>New Program</b> Community Navigators	In response to calls for sustained outreach about American Rescue Plan Act opportunities in communities hardest hit by COVID-19, invest in community-based providers who offer in-language, culturally competent outreach to people who might benefit from a County-funded American Rescue Plan program.	\$0.0	\$0.0	\$2.75	\$2.75
		<b>\$17.60</b>	<b>\$0.00</b>	<b>\$10.25</b>	<b>\$27.85</b>

### 3.3 Support the Sustained Public Health Response to COVID-19 - \$266.65 million (+\$244.15 million)

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

Program	Descriptions	Tranche 1 (\$Millions)	Mid-Tranche Adjustments (\$Millions)	Tranche 2 (\$Millions)	Total (\$Millions)
COVID-19 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	-\$7.1 <sup>18</sup>	\$20.0	\$32.9
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	\$0.0	\$0.75	\$3.25
<b>New Program</b> Community Testing	Ensure that no-cost community-based testing for COVID-19 continues, with a focus on communities that lack access to testing and other healthcare resources.	\$0.0	\$0.0	\$95.0	\$95.0

<sup>18</sup> Consistent with the intended uses of the Public Health Emergency Funding program, on January 25, 2022, the Board of Supervisors adopted a motion directing that \$7.1 million of these funds be used to provide rapid COVID-19 tests to small businesses struggling to keep employees on staff during the COVID-19 surge. These funds were reallocated to Safer at Work for deployment consistent with the Board of Supervisors' directives.

Program	Descriptions	Tranche 1 (\$Millions)	Mid-Tranche Adjustments (\$Millions)	Tranche 2 (\$Millions)	Total (\$Millions)
<b>New Program</b> Sustained Public Health Response and Supports for COVID-19	Shore up funding for DPH's sustained response and recovery efforts to the COVID-19 pandemic.	\$0.0	\$0.0	\$135.0	\$135.0
<b>New Program</b> Services for People Experiencing Homelessness in Very High Fire Hazard Severity Zones	Provide specialized outreach and housing support services to people who are experiencing homelessness and living or camping in high fire danger areas.	\$0.0	\$0.0	\$0.5	\$0.5
		<b>\$22.50</b>	<b>-\$7.10</b>	<b>\$251.25</b>	<b>\$266.65</b>

### 3.4 Capital Programs - \$265.0 million (+\$215.0 million)

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

Program	Descriptions	Tranche 1 (\$Millions)	Mid-Tranche Adjustments (\$Millions)	Tranche 2 (\$Millions)	Total (\$Millions)
Capital Programs	Fund one-time capital construction costs for projects that increase LA County's capacity to address the social determinants of health, including but not limited to new housing and to provide public health, health care, alternatives to incarceration, and safety net services. <sup>19</sup>	\$50.0	\$0.0	\$215.0	\$265.0
		<b>\$50.00</b>	<b>\$0.00</b>	<b>\$215.00</b>	<b>\$265.00</b>

<sup>19</sup> This category is amended to expand the types of eligible projects while still ensuring they address conditions that lead to inequitable outcomes.

AMERICAN RESCUE PLAN ACT OF 2021

SUBRECIPIENT AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND  
COMMUNITY PARTNERS

THIS AGREEMENT ("Agreement") is made and entered into on May 11, 2023 ("Effective Date") by and between the County of Los Angeles, through its Chief Sustainability Office, hereinafter referred to as "County", and Community Partners ("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 U.S. Treasury ("Treasury"), which may only be used to cover costs incurred on or after March 3, 2021 and funds must be obligated by December 31, 2024, with all payments expended 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 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 8, 2021 the County's Board delegated authority to the Chief Executive Officer of the County ("CEO"), or designee, to execute agreements and any and all amendments under the ARP Spending Plan; and

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**WHEREAS**, on February 15, 2022 the County's Board authorized an allocation of up to \$12,500,000 to the Subrecipient for distribution to community organizations impacted by the COVID-19 pandemic;

**WHEREAS**, County seeks to enter into this Agreement with Subrecipient to reflect County's allocation of ARP Funds in the amount of \$12,500,000 to the Subrecipient for the purpose of carrying out part of the ARP award by (1) distributing Capacity Building Grants to community organizations and other entities, for the purpose of building the capacity of those organizations to strengthen food supply chain infrastructure, promote nutrition, and enroll priority populations in food safety net programs, and (2) establishing Distribution Grants for the distribution of food and household necessities, 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 \$12,500,000 ("Project Funds") to provide grants to, community based organizations ("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 D, 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 Project Funds for the Project under this Agreement must be obligated by December 31, 2024, and any payments under this Agreement must be expended by December 31, 2026.

3.1.2 Subrecipient shall invoice County only for the Project and other work specified in Exhibit A, Project Description, in accordance with the ARP Act, Treasury regulations, 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 15<sup>th</sup> calendar day of the month following the month of service. Subrecipient's invoices shall indicate which tasks, deliverables, goods, services, and/or other work outlined in Exhibit A for which payment is claimed. Invoices must comply with any requirements imposed by Exhibit D, including identification of any work using ARP funds.

- 3.1.3 Subrecipient agrees to separate the Project Funds provided under this Agreement in accordance with the ARP Act and as instructed by County. Separate financial records, which support compliance, shall be kept for the ARP Funds in accordance with the Treasury regulations, guidelines, and instructions on records retention, and any other applicable laws or regulations. Interest earned on the Project Funds must be used in accordance with the ARP Act.
- 3.1.4 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").
- 3.2 **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 and the Parties agree and acknowledge that allowable expenditures for the Project under this Agreement meet this requirement.
- 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 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, including, but not limited to Determinations of Contractor Non-Responsibility and Contractor Debarment (Los Angeles County Code 2.202), Zero Tolerance Policy on Human Trafficking, Jury Service Project (Los Angeles County Code 2.203), Commitment to Safely Surrendered Baby Law, and Child Support Compliance Project (Los Angeles County Code 2.200).

**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 required by County, as outlined in the scope of work, including:
- 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.
- 6.2.6 Subrecipient shall provide to the County reports and/or documentation reflecting the information available, accessible, and/or stored on dashboards or similar platforms relating to any services for Project and/or performed under this Agreement. Reports and/or documentation shall be provided to the County each time the dashboard or platform is substantively updated or upon request by the County.
- 6.2.7 Final Activity Reports: Subrecipient shall provide a final activity report that addresses the following, at a minimum: (i) identify the final expenditures incurred and ARP reimbursements by County to Subrecipient for the Project 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) provide a description of activities that were undertaken for the Project; and, (v) provide a reconciliation of the final Project expenditures included the unspent Project Funds and interest on or before December 31, 2026. Unless otherwise waived in writing by the County, final activity reports must be submitted thirty days after the Project has been completed.

**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 MONITORING REQUIREMENTS**

The County monitors its Subrecipients based upon an assessment of risk posed by the Subrecipient and according to specific monitoring criteria per 2 CFR 200.331. During the term of this Agreement, the Department shall perform program and/or fiscal monitoring of the Subrecipient and the Project to ensure compliance with federal and state requirements and timely Project completion. The Subrecipient shall be required to resolve any monitoring findings to the County's satisfaction by the deadlines set by the Department. In the event Subrecipient disagrees with a finding and/or any accompanying corrective actions or sanction(s) that are associated with such finding, Subrecipient shall follow an appeals process provided by the County in its monitoring findings.

Subrecipient shall ensure their contractors and other party are in compliance with the ARP Act requirements and shall perform regular, ongoing monitoring of the contractor and other party for the term of this Agreement. Subrecipient shall ensure their contractor and other party resolve any monitoring findings to the Subrecipient's satisfaction by the deadlines set by the Subrecipient. Subrecipient shall report any monitoring findings to the County, as well as the status of those findings until they are resolved by the contractor and other party.

## **8.0 MAINTENANCE AND SECURITY OF RECORDS AND FINANCIAL DOCUMENTS**

**8.1** 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 contractors 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.

**8.2** 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.

**8.3** 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 March 31, 2032 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.

**8.4** STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

All County information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Subrecipient will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County. The Subrecipient will encrypt County information transmitted on networks outside of the Subrecipient's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County.

In addition, the Subrecipient shall not store County information in the cloud or in any other online storage provider without written authorization from the County. All mobile devices storing County information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/personal computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County.

**9.0 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.

**10.0 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.

**11.0 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 claims, demands, actions, costs, losses, damages, and liabilities, whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from the actions or inactions of Subrecipient and 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.

**12.0 REMEDIES AND TERMINATION FOR NONCOMPLIANCE.**

**12.1 REMEDIES FOR NONCOMPLIANCE.** In addition to any other rights and remedies the County may have under this Agreement, at law, or in equity, the County may initiate remedies for noncompliance as identified in 2 CFR 200.338-.339 at any time it has been determined that the Subrecipient is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination. Such remedies for noncompliance may include, as appropriate:

- 12.1.1 Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
- 12.1.2 Disallow all or part of the cost of the action not in compliance.
- 12.1.3 Wholly or partly suspend or terminate the Subrecipient's Project Funds.
- 12.1.4 Withhold further and/or future awards for ARP Funds and/or any other funds administered by the County.

12.1.5 Request that the Federal Awarding Agency initiate suspension or debarment proceedings.

12.1.6 Take other remedies that may be legally available.

Effects of suspension and termination. Subrecipient costs resulting from obligations incurred by the Subrecipient or any of the Subrecipient's contractor during a suspension or after termination of an Agreement are not allowable unless otherwise authorized in written notice or as allowable in 2 CFR 200.342.

**12.2** TERMINATION FOR NONCOMPLIANCE. Project Funds provided by this Agreement may be terminated in whole or in part as per federal regulation at 2 CFR 200.339 by Treasury or County if Subrecipient fails to comply with the terms and conditions of the Agreement that include the terms and conditions of the federal award. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

12.2.1 Termination Without Cause: This Agreement may be terminated by the County in whole or in part at any time without cause.

12.2.2 Termination With Cause: The Agreement may be terminated by the County in whole or in part at any time for cause by giving at least 14 days' prior written notice to the Subrecipient. Termination with cause includes termination prior to the end of the period of performance for failure to comply with the terms and conditions of this Agreement, and pursuant to 2 CFR 200.339(b), such termination shall be reported to the appropriate federal program integrity and performance system accessible through the System for Award Management.

12.2.3 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.

### **13.0 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.

### **14.0 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.

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

**15.1** 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.

- 15.2** 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, nor shall have any direct or indirect financial interest in Subrecipient.
- 15.3** 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.
- 15.4** Subrecipient shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112

**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: Alison Frazzini, Policy Advisor  
500 West Temple Street, Room #383,  
Los Angeles, California 90012  
[afrazzini@csso.lacounty.gov](mailto:afrazzini@csso.lacounty.gov)  
213-304-7856

To Subrecipient: Alicia Lara, President and CEO  
1000 N. Alameda St. Suite 240  
Los Angeles, CA 90012  
[alicia.lara@communitypartners.org](mailto:alicia.lara@communitypartners.org)  
(213) 346-3200

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

## **22.0 PROCUREMENT**

Subrecipient shall comply with the procurement provisions in 2 CFR Part 200.318-200.326, Procurement Standards as well as all other Administrative Requirements for Subrecipient as set forth in 2 CFR 200, et seq., as applicable. All procurements must be conducted in a fair, open, and competitive manner in compliance with applicable federal and state procurement laws.

**22.1** Subrecipient shall indemnify and hold County, its elected and appointed officials, officers, employees and agents harmless with respect to the activities of each and every contractor or other party in the same manner and to the same degree as if such subcontractor(s) 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 contract, notwithstanding County's approval of Subrecipient's proposed contract. Subrecipient shall be solely liable and responsible for all payments or other compensation to all contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder.

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

## **23.0 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.

**24.0 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.

**25.0 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: Community Partners

By [Signature]  
Name Alicia Lara  
Title President/CEO

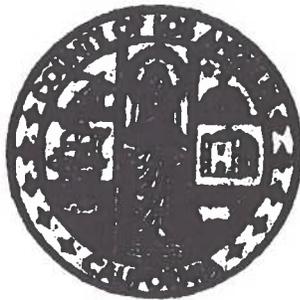
COUNTY OF LOS ANGELES

By [Signature]  
CELIA ZAVALA  
Executive Officer  
Or Designee \_\_\_\_\_

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



APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By [Signature]  
Deputy County Counsel

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

29

SEP 13 2022

[Signature]  
CELIA ZAVALA  
EXECUTIVE OFFICER

79487

## **EXHIBIT A**

### **PROJECT DESCRIPTION**

#### **Background**

The County of Los Angeles, through its Chief Sustainability Office (CSO), was allocated \$12,500,000 in American Rescue Plan funding (ARP “Program Funds”) to support initiatives that will alleviate food and nutrition insecurity, and will help create a more sustainable and resilient food system. The funds will be released through a competitive solicitation developed and run by a Third Party Administrator. The Third Party Administrator will lead the development of grant selection and eligibility criteria in accordance with ARP regulations and County requirements.

The program should award grants to entities, as defined below, that fulfill the following goals:

#### **Capacity Building Grants: building community capacity for food-related services and activities**

*CBOs selected for these grants will be heretofore referred to as “Capacity Building Grantees”*

- Build the capacity of at least 5 community based organizations (CBOs) for the purpose of strengthening food supply chain infrastructure.
  - 40% of grant funds may go toward this goal in the form of upfront grants
  - Supply chain improvement activities may relate to efficiency in food distribution; local or climate-friendly food production or procurement; food recovery and waste management; food access for priority populations and communities; and data/technology projects to improve performance.
- Build the capacity of at least 10 CBOs for the purpose of nutrition promotion among priority populations.
  - 30% of grant funds may go toward this goal in the form of upfront grants
  - Nutrition promotion activities may relate to nutrition education and communications; nutritious food preparation; safe food handling education; nutrition screenings and services in healthcare; nutritious food availability; and nutritious food incentives.
- Build capacity of at least 10 CBOs for the purpose of promoting enrollment of priority populations in safety net programs.
  - 20% of grant funds may go toward this goal in the form of upfront grants
  - Enrollment activities may relate to outreach and engagement; development of targeted materials; and development of accessible enrollment tools and processes.

#### **Distribution Grants: reimbursing for the distribution of food and related household necessities**

*CBOs selected for these grants will be heretofore referred to as “Distribution Grantees”*

- Provide grants to at least 10 CBOs to distribute healthy food and related household necessities, such as diapers, to County residents and households impacted by COVID-19.
  - 10% of program funds may go toward this goal; the funds will be made available on a reimbursement basis only. The subrecipient will be responsible for ensuring that CBOs provide documentation of resident eligibility to receive supplies (e.g., residence in a high-need area) and amount of supplies distributed.
  - Expenses eligible for reimbursement include: culturally relevant healthy food items (locally sourced when possible), infant formula, personal hygiene products such as diapers, and

staffing and other direct expenses associated with the procurement and distribution of abovesaid supplies.

Grants must be used for programs which primarily operate in high- and highest-need geographic areas of the County as outlined in the [Los Angeles County Equity Explorer](#), and/or serve target populations as defined [here](#). Applicant organizations that serve a priority population outside of the high- and highest-need neighborhoods must provide proof that they faced at least one of the following conditions as a result of the pandemic:

- Decreased revenue
- Financial Insecurity
- Increased costs
- Decreased capacity to weather financial hardship
- Challenges in meeting payroll, rent or mortgage, or other operating expenses

All grant funds must be incurred by December 31, 2024 and spent by December 31, 2026. Entities eligible for the grant awards listed above may include nonprofit/community-based organizations, faith-based organizations, small businesses, local government agencies, and school districts. Grant funding may not be used for religious purposes.

Capacity Building Grantees will be considered the final beneficiaries of the ARP funding; as such, they may receive upfront funding in the form of a check, and will not be required to provide fiscal reports nor submit any cost reimbursement invoicing. However, the Capacity Building Grantees will be required to report how they used the grant funding and how these funds directly increased their capacity to fulfill the stated goals and objectives, based on performance metrics approved by the TPA.

Distribution Grants will be paid on a reimbursement basis only. Distribution Grantees must provide detailed itemized invoices to verify all purchases of eligible food acquisition and the cost of distribution, and may invoice for indirect costs of up to 10%. Such invoices shall include names, titles, salaries, timekeeping records, and other related information for any staff providing operational support services for which the Distribution Grantee is seeking reimbursement.

#### **Third Party Administrator Deliverables**

- 1) Provide the County with a project timeline for completion of the below deliverables and any other key benchmarks necessary for the successful execution of the grant program.
- 2) Provide monthly invoices for TPA expenses, to be paid on a reimbursement basis, and monthly activity reports. For months in which the TPA has released grants, the reports should summarize the intended use of grant funds and proposed performance metrics. Distribution Grantee expenses should be documented on a monthly basis as they are incurred, based on invoices to the TPA.
- 3) Review ARP regulations, County requirements (including equitable program design), and Los Angeles County Roundtable goals relevant to the grant program, in order to develop materials, in collaboration with the County Project Lead, that convey relevant information to public stakeholders.
- 4) Share the grant informational materials through publicly accessible platforms.
- 5) Develop and administer a competitive grant selection process (in which all awardees, grant amounts, and uses of grant funding are subject to County approval). This should include:

- a. Development of messaging and materials about the grant opportunity in multiple languages , using plain language to the extent possible – including, but not limited to, user-friendly grant webpages with FAQs, a link to the application, and contact information;
  - b. Design and testing of an online application process;
  - c. Development and execution of technical assistance for grant applicants, to include at least one webinar, in order to provide guidance on how to use the [Los Angeles County Equity Explorer](#) tool in the application process, and how to develop performance metrics that demonstrate efficacy and alignment with Roundtable goals;
  - d. Submission of recommended awardee list to the County Project Lead for review;
  - e. Notifications of awards; and
  - f. Development and execution of grant agreements.
- 6) Administer grants and track progress. This should include:
- a. Providing technical assistance to awardees in order to support fulfillment of scope of the grant agreement, high-quality program implementation, and reporting requirements by answering questions and serving as the main point of contact and providing up to four hours (two hours per year) per CBO of advising and coaching during the grant period; and
  - b. Compiling and reviewing biannual performance and progress against defined metrics, and submitting biannual reports to the County Project Lead, which should outline recommendations on how to improve performance as needed; and
  - c. Collecting final grant reports from CBOs.
- 7) Upon conclusion of the program, develop and submit a final report summarizing:
- a. Capacity Building Grant outcomes
    - i. Grantee characteristics (e.g., type of organization, location, mission, community served)
    - ii. Grantee expenditures and any corresponding increases in capacity
    - iii. Grant outcomes
    - iv. Lessons learned and recommendations for future food system transformation
  - b. Distribution Grant outcomes
    - i. How much and what types of food and necessities were distributed
    - ii. How many people received the above supplies and communities/populations served

**Other/general TPA requirements:**

- The TPA must work to make a reasonable effort to make the grant program accessible and navigable for the general public and potential grantees (including people with language barriers or disabilities). All public communications must be offered in multiple languages, to be agreed upon in discussion with the County Project Lead, and all communication platforms must be user-friendly.
- The TPA must make reasonable effort to make program webpages and materials accessible for people with disabilities
- There should be a mechanism to withdraw funding from a grant recipient if the recipient is not meeting the performance criteria.

<b>Steps to Program Launch</b>	<b>Weeks per step</b>	<b>Total weeks</b>
Execution of TPA contract = Week 0	--	--
TPA develops program plans and materials, including RFP, with County review/approval	12	12
TPA releases RFP and provides TA to grantees	6	18
TPA reviews applications and administers the selection process	6	24
Deliverable 4: Notify grantees of award	2	28-30

**EXHIBIT B  
PRICING SCHEDULE**

Subrecipient will provide detailed, itemized invoices to the County, including supporting documentation, via email to the County point of contact on a monthly basis. Invoices should include:

- A tally of all Capacity Building Grants delivered in the previous month
  - Supporting documentation: the monthly activity report (including, for months in which upfront grants have been released, a summary of the intended use of grant funds and performance metrics)
- A tally of all invoices paid to Distribution Grantees in the previous month
  - Supporting documentation: detailed, itemized invoices from Distribution Grantees verifying eligible expenses such as food acquisition and staff time for distribution (see Exhibit A)
- A tally of all other subrecipient expenses in the previous month broken down by personnel, indirect, and other
  - Supporting documentation: timekeeping and expense records

Upon receipt and verification of these invoices, the County shall reimburse the subrecipient for these costs, to the extent funds are available under this Agreement. All invoices submitted for payment must have the written approval of the County’s Sustainability Officer prior to any payment thereof. In no event shall the County be liable of responsible for any payment prior to such written approval. Approval for payment shall not be unreasonably withheld.

<b>Personnel Expenses</b>	
<b>Subtotal Personnel Expenses</b>	<b>\$ 1,486,380</b>
<b>Non Personnel and Other Expenses</b>	
<b>Other Expenses (a)</b>	<b>\$ 815,000</b>
<b>Grants</b>	<b>\$ 9,878,263</b>
<b>Subtotal Non Personnel and Other Expenses</b>	<b>\$ 10,693,263</b>
<b>Indirect Cost</b>	<b>\$ 320,357</b>
<b>TOTAL EXPENSES</b>	<b>\$ 12,500,000</b>

Footnote:

(a) Other expenses include costs for submittable platform, compliance monitoring, interpreters/language, technical assistance, evaluation support, and other grant related fees.

**EXHIBIT C**  
**NOTICE OF FEDERAL SUBAWARD INFORMATION**

**EXHIBIT D**  
**AMERICAN RESCUE PLAN ACT REQUIREMENTS**

The terms of this Exhibit shall apply to Contractor, and all of its subcontractors, agents, service providers, subrecipients (as defined in 2 CFR Section 200.93) at any tier, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Contractor 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 Section 200.1 (Definitions) if not found in the Agreement.

Contractors who receive funding under the American Rescue Plan ("ARP") Coronavirus State and Local Fiscal Recovery Fund ("ARP Funds" or "SLFRF") shall comply with all ARP applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements and any other requirements 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").

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 Contractor'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.

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

The Contractor 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 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor 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.

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

The Contractor 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 Contractor's contracting officer, advising the labor union or worker's representative of the Contractor'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.

The Contractor 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.

The Contractor 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.

In the event that the Contractor 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 Contractor 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.

The Contractor 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 subcontractor or vendor. The Contractor will take such actions with respect to any subcontract 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 Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** As applicable, the Contractor 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).

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

The Contractor shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor 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.

**Rights To Inventions Made Under the Agreement (37 CFR Section 401).** As applicable, Contractor 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.

**Clean Air Act (42 U.S.C. 7401-7671Q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** As applicable, Contractor 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.

**Debarment and Suspension (Executive Orders 12549 and 12689).** Contractor 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 Contractors shall include a contractual provision to this effect and of this substance in all of its subcontract agreements. Contractors 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.

## **Lobbying.**

**Federal Lobbyist Requirements.** Contractors are prohibited from using Program 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 Contractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining program funds. Should the Contractors acting on behalf of the Agreement fail to fully comply with the Federal Lobbyist Requirements, civil penalties may result.

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

**Lobbying Certifications.** Each Contractor shall complete and submit Attachment 1, Certification Regarding Lobbying, to this Exhibit D. 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.

**Failure to Comply.** Failure on the part of the Contractors 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 Contractor shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.

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

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

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

**Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).** Contractor 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 D**  
**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 subcontracts, 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 Contractor's Authorized Official

\_\_\_\_\_  
Date

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

**EXHIBIT E  
INSURANCE REQUIREMENTS**

**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.

**Evidence of Coverage and Notice to County**

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.

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.

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.

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.

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

Alison Frazzini  
500 West Temple Street, Room #383,  
Los Angeles, California 90012  
[afrazzini@laco.uscourts.gov](mailto:afrazzini@laco.uscourts.gov)  
213-304-7856

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.

#### **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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

## **INSURANCE COVERAGE**

**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

**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.

**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, 2024  
INCREASING CAPACITY TO ADDRESS PANDEMIC RELATED HATE  
BY PROVIDING SCHOOL BASED DREAM RESOURCE CENTER  
SERVICES**

Agreement Number: **79257**

Amendment Number No. 3

THIS AMENDMENT NO. 3 ("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 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 extend the Subaward Period of Performance end date; revise the budget amount in Exhibit B, Pricing Schedule to add \$600,000 for a total maximum amount of \$1,078,980; and revise the distribution of the Project Funds to the Subrecipient and delete Paragraph 24.0 in its entirety.

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, USE OF ARP FUNDS, is deleted in its entirety and replaced as follows:

79257

~~Supplemental~~

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- 3.1 PROJECT FUNDS. Subrecipient shall receive a portion of County's allocation of the ARP Funds up to \$1,078,980 ("Project Funds") to Increase Capacity To Address Pandemic Related Hate ("Project") pursuant to Exhibit A, Project Description, Exhibit B-3 , 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: KXJVZJL1YHN3.
    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, 2024.
    5. Total Amount of Federal Award for the Subaward Period of July 1, 2022 - June 30, 2024: \$1,078,980.
    6. Federal Award Project Description: Coronavirus State and Local Fiscal Recover Funds.
    7. Name of Federal Award Agency: Department of Treasury
    8. Assistance Listing Number: 21.027.
    9. Identification of Whether the award is Research and Development (R&D): Award is not R&D.
    10. Indirect Cost Rate: A de minimis of up to 10% unless there is an accepted negotiated rate accepted by all federal awarding agencies.
  
4. Paragraph 24.0 COVID-19 VACCINATION OF SUBRECIPIENT PERSONNEL, is deleted in its entirety.
  
5. "Exhibit B-3 Pricing Schedule" is added as an addendum to "Exhibit B, Pricing Schedule" and is attached hereto and incorporated by reference.
  
6. All other terms and conditions of the Agreement shall remain in full force and effect.

[signatures on the following page]

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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 3 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*  
Celia Zavala, Executive Officer

7/27/2023  
Date

County of Los Angeles  
Executive Office  
Board of Supervisors

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
DAWYN R. HARRISON, COUNTY COUNSEL

SUBRECIPIENT

By:

*Jeffrey Farber*  
Deputy County Counsel

Jeffrey Farber, Executive Director      7/19/2023  
Subrecipient's Authorized Signatory Name      Date  
(Print)

*[Signature]*      7/19/2023  
Subrecipient's Authorized Signatory Name      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 Smith*  
Deputy



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

29 SEP 13 2022

*Celia Zavala*  
CELIA ZAVALA  
EXECUTIVE OFFICER

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Supplemental  
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## HELPLINE YOUTH COUNSELING

### Exhibit B-3 Pricing Schedule

ARP 2 Service Description	Amendment 2 Contract Amount	Amendment 3 Increase	Total Contract Maximum Amount
<b>Personnel</b>			
1 Staff (Artesia High) @ .75 FTE x \$27/hr x 29 weeks (Oct 10-April 30)	\$23,490	\$0	\$23,490
1 Staff (Artesia High Site Supervisor) @ 1.0 FTE x \$27/hr x 13 weeks (May 1-July 31)	\$14,040	\$0	\$14,040
1 Staff (Norwalk HS) @ .75 FTE x \$27/hr x 25 weeks (November 8-April 30)	\$20,250	\$0	\$20,250
1 Staff (Norwalk HS) @ 1.0 FTE x \$27/hr x 13 weeks (May 1-July 31)	\$14,040	\$0	\$14,040
1 Staff (Inglewood HS) @ .75 FTE x \$27/hr x 23 weeks (Jan 23-June 30)	\$18,630	\$0	\$18,630
1 Staff (Inglewood HS) @ 1.0 FTE x \$27/hr x 4 weeks (July 1-July 31)	\$4,320	\$0	\$4,320
1 Staff (Morningside HS) @ .75 FTE x \$27/hr x 4 weeks (April 1-April 30)	\$2,880	\$0	\$2,880
1 Staff (Morningside HS) @ 1 FTE x \$27/hr x 13 weeks (May 1-July 31)	\$14,040	\$0	\$14,040
1 Staff (Fedde MS) @ .75 FTE x \$27/hr x 32 weeks (Sept 16-April 30)	\$25,920	\$0	\$25,920
1 Staff (Fedde MS) @ 1.0 FTE x \$27/hr x 13 weeks (May 1-July 31)	\$14,040	\$0	\$14,040
1 Staff (La Puente HS) @ .5 FTE x \$27/hr x 37 weeks (Aug 16-April 30)	\$19,980	\$0	\$19,980
1 Staff (La Puente HS) @ 1.0 FTE x \$27/hr x 13 weeks (May 1-July 31)	\$14,040	\$0	\$14,040
6 FTE staff (site supervisors) @ \$27/hr x 40 hours/week x 48 weeks: Artesia HS, Morningside HS, Inglewood HS, Norwalk HS, La Puente HS and Fedde MS.	\$0	\$311,040	\$311,040
Staff will provide Center's operations, programs provisions of mentoring, tutoring, school supplies,			

ARP 2 Service Description	Amendment 2 Contract Amount	Amendment 3 Increase	Total Contract Maximum Amount
interventions and referrals needed resources.			
1.0 FTE Program Manager to supervise Six (6) 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	\$0	\$75,376
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 @ \$70,000/annual, budgeted for 11 months.	\$0	\$64,167	\$64,167
0.06 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	\$0	\$5,000
0.1 FTE Clinical Supervisor to provide Center's peer mediation services; oversee case management services for students/families referred for resources @ \$38.50/hr x 4 hrs/week x 48 weeks.	\$0	\$7,392	\$7,392
<b>Total Wages</b>	<b>266,046</b>	<b>\$382,599</b>	<b>\$648,645</b>
Payroll Taxes, Benefits @ 19% of wages	\$50,549	\$0	\$50,549
Payroll Taxes, Benefits @ 18% of wages	\$0	\$68,868	\$68,868
<b>Personnel Costs Subtotal</b>	<b>\$316,595</b>	<b>\$451,467</b>	<b>\$768,062</b>

ARP 2 Service Description	Amendment 2 Contract Amount	Amendment 3 Increase	Total Contract Maximum Amount
<b>Operational Costs</b>			
Supplies @ \$8,534 per site to more accurately reflect actual cost x 6 sites	\$51,204	\$0	\$51,204
Program Supplies to be distributed to 6 sites as needed: Supplies are snacks, hygiene kits, classroom supplies, etc.	\$0	\$45,288	\$45,288
One-time operational cost of furniture, tables, chairs, equipment, such as printers.	\$49,400	\$0	\$49,400
One-time operational cost: laptops, cell phones and accessories for staff (currently using loaners) \$1500/staff x 7.	\$0	\$10,500	\$10,500
Staff Mileage @ \$200/month	\$2,400	\$2,200	\$4,600
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	\$0	\$12,838
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 @ \$5,000 per year x 6 sites.	\$0	\$30,000	\$30,000
Monitors (1/Center @ \$500 x 6)	\$3,000	\$0	\$3,000
Staff Training @ \$1000/staff x 6.	\$0	\$6,000	\$6,000
<b>Supplies and Resources Sub-total</b>	<b>\$118,842</b>	<b>\$93,989</b>	<b>\$212,831</b>
<b>Total Direct Expense</b>	<b>\$435,437</b>	<b>\$545,455</b>	<b>\$980,892</b>
Administrative @ 10% of direct expenses	\$43,543	\$54,545	\$98,089
<b>TOTAL BUDGET</b>	<b>\$478,980</b>	<b>\$600,000</b>	<b>\$1,078,980</b>