

CITY OF COACHELLA
AGREEMENT FOR ADMINISTRATION AND DISTRIBUTION OF ARPA FUNDS THROUGH
MISSION ASSET FUND

This Agreement for the Administration and Distribution of American Rescue Plan Act ("ARPA") Funds (the "Agreement") is between the City of Coachella, a municipal corporation ("City"), and Mission Asset Fund, an independent legal entity and non-profit public benefit corporation ("MAF") and, together with the City, the "Parties"), and it is dated as of July 27, 2022 (the "Effective Date").

By signing this Agreement, the Parties agree to the following terms and conditions regarding the allocation, administration, and distribution of one million eight thousand dollars (\$1,008,000.00) of the City's American Rescue Plan Act Funds to low- or moderate-income households living in City of Coachella. As set forth herein, MAF will assist the City in administering and distributing the ARPA funds for the benefit of low- or moderate-income households in City of Coachella.

RECITALS

WHEREAS, the City, as a recipient of ARPA funds under State and Local Fiscal Recovery Funds ("SLFRF") program, may contract with subrecipients for the furnishing of such services to or for City or any Department thereof; and

WHEREAS, subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient; and

WHEREAS, as a recipient of these funds, MAF is a subrecipient of SLFRF funds and must comply with all requirements regarding the use and reporting for expenditures of SLFRF funds; and

WHEREAS, since its emergence in early 2020, the COVID-19 pandemic has negatively impacted public health and the economy on a global scale, throughout the nation, and in City of Coachella; and

WHEREAS, the pandemic both caused and magnified negative impacts on residents of the City, particularly low- and moderate-income families, regarding public health, food and housing insecurity, childcare, among other areas; and

WHEREAS, although as of June 15, 2021 the State substantially lifted public health orders that had been in place limiting certain activities to mitigate the spread of COVID-19, the pandemic continues to pose risks to public health and the need to respond to those risks and to recover from the negative public health and economic impacts of the pandemic continues, in particular due to the recent surge in COVID-19 cases resulting from the highly contagious Omicron BA.4 and BA.5 variant; and

WHEREAS, accordingly, the Parties desire to enter into this Agreement for the provision of the services described herein.

TERMS

1. **Disbursement of Funds.** Upon execution of this Agreement by each of the Parties, the City will transmit to and deposit with MAF \$126,000 in ARPA funds on a quarterly basis for a two-year period, totaling \$1,008,000.

Following the initial allocation of \$126,000, future allocations will only be distributed to MAF after satisfying the reporting requirements detailed in Section 6 of this agreement.

The proceeds shall be distributed by MAF pursuant to the terms of this Agreement as cash assistance to low- or moderate-income households in City of Coachella of no more than four hundred dollars (\$400) each per month for up to 24 months.

To effectuate the provisions of this section, the City Manager shall have the authority to offset all, or any portion of the amount described in this section against amounts due to MAF, under this Agreement or any other agreement between MAF and the City.

2. **Eligibility.** Eligibility for cash assistance from MAF shall be limited to low- or moderate-income households living within the jurisdictional boundaries of the City as further described as follows:

- i. **Low- or Moderate-Income.** As defined by the US Department of The Treasury regarding disbursement of ARPA funds, low- or moderate-income households are those with an income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines. The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$65,880 per year. MAF agrees that all households funded with the monies provided will have incomes that fall at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines.

3. **Use of Unallocated Funds.** Upon written request by the City Manager, MAF shall promptly return any unused or undistributed ARPA Funds during the term of this Agreement to the City for possible redistribution to other federal ARPA eligible programs authorized by the City.

4. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2024, unless earlier terminated by either Party or unless all ARPA Funds have been earlier distributed by the Community Fund, as set forth in this Agreement ("Term").

5. **Services Provided by MAF.** MAF shall perform the following services for the City under this agreement:

- a. Identify households to receive direct cash assistance based on families living in the City of Coachella who qualify as outlined in Section 2;
 - b. Receive from households information that confirms their status as low- or - moderate income families living in City of Coachella;
 - c. Timely notify households of their receipt of direct cash assistance;
 - d. Disburse direct cash assistance to qualifying low- or moderate-income households located within the jurisdictional boundaries of City of Coachella;
 - e. Refer households to MAF's additional financial services, including but not limited to Charlas Financieras ("financial chats"), online financial coaching, and credit- building loans.
 - f. Provide written reports to the City of Coachella as set forth below in Section 6 of this Agreement.
6. **Reporting Requirements.** MAF will provide the City of Coachella with quarterly summaries, in a format reasonably designated by the City, detailing **(a)** all applications received, processed, and approved; and **(b)** all amounts disbursed to qualifying households, including a breakdown of amounts distributed to qualifying households by geographic location within the City. In addition, the City reserves the right to require written reports from MAF, at reasonable intervals during the Term and for twelve (12) months thereafter, and in a format reasonably designated by the City, detailing, among other information, the receipts, use and disbursement of all ARPA Funds. MAF understands and agrees that the ARPA Funds are provided as a subaward of Local Fiscal Recovery Funds under ARPA; that MAF, as a subrecipient of the ARPA Funds, shall cooperate with the City to ensure compliance with ARPA and its implementing rules, regulations, reporting and recordkeeping requirements, including without limitation cooperation, as requested, in connection with the City's preparation of Interim Reports, Project and Expenditure Reports and Recovery Plan Performance Reports and any other reports required by the US Treasury.
7. **Single Audit Act Amendments of 1996 (Single Audit Act).** The Single Audit Act Amendments of 1996 (Single Audit Act) were enacted to streamline and improve the effectiveness of audits of federal awards expended by states, local governments, and not-for-profit entities, as well as to reduce audit burdens. Amendments include uniform administrative requirements, cost principles, and audit requirements for federal awards found in Chapter 2 of the Federal Acquisition Regulations, Part 200. Single Audits are required when a non-federal entity expends \$750,000 or more in federal funds in one year. Single Audits are performed by independent auditors and encompass both financial and compliance components.

The City of Coachella will be subject to future audits of these funds; the audits will be conducted by the City's external auditors and be reviewed by the Inspector General's Office or the Government Accountability Office. The key to withstanding any future audit will be the City's ability to provide sufficient and appropriate documentation regarding the use of State and Federal funds in response to COVID-19. MAF agrees to make any and all

supporting documentation available to the City within 15 working days of a request made by the City.

8. **Documentation and Record Retention.** The City of Coachella maintains City documents in accordance with the City's Records Management Policy and record retention schedule. The City and any subrecipient of Coronavirus Relief Funds must retain records for five years (5) after final payment is made and should be available on requests for audits. It should be noted that documents associated with this agreement could be subject to a Public Records Act request. If a request is made, the City will respond to the request in accordance with the City's Public Records Request Policy.
9. **Non-Discrimination Requirements for Grantees.** MAF agrees not to discriminate against any person seeking service or assistance because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, immigration status, membership or activity in a local commission, disability, sexual orientation, age, physical or mental disability.
10. **Indemnification.** Each Party shall Indemnify, defend, protect, hold harmless, and release the other, its officers, agents, representatives, insurers, employees, and servants from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (Including attorneys' fees and costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying Party or its agents, representatives, employees, servants, contractors, subcontractors, or invitees. The duty of a Party to Indemnify and hold harmless another Party shall not apply to injuries or damage for which such other Party has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty to indemnify and hold harmless set forth in this Section shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts, and shall include the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnity/hold harmless provision survives the Agreement.
11. **Assignment.** This Agreement is not assignable by a Party, either in whole or in part, without the express consent of each other Party in the form of a formal written amendment to this Agreement.
12. **Governing Law & Jurisdiction.** The validity of this Agreement and of its terms, the rights and duties of the Parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in Riverside County Superior Court or in the United States District Court for the Central District of California.
13. **Integration & Modification.** This Agreement supersedes any and all prior or contemporaneous agreements, representation, and understandings of or between the Parties,

and the Parties warrant that they are not relying on any such prior representations. The Parties understand and agree that the terms of this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular except by a writing duly executed by the Parties, or their respective authorized representative(s).

14. **Severability.** In the event that, at any time subsequent to the execution of this Agreement, any portion or provision of it is found to be illegal, invalid, unenforceable, non-binding or otherwise without legal force or effect, the remaining portion(s) will remain in force and be fully binding.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute a complete agreement. Moreover, this Agreement may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.

16. **State and Local Fiscal Recovery Fund Subrecipient.** The monies referenced within this agreement represents a subaward of State and Local Fiscal Recovery (SLFRF) funds. As a recipient of these funds, MAF is a subrecipient of SLFRF funds and must comply will all requirements regarding the use and reporting for expenditures of SLFRF funds. MAF agrees to review and comply with the terms contained in the links provided in Attachments 1-3 for SLFRF-related documents detailing the compliance requirements for use of SLFRF funds as follows:

- a. Attachment 1: Department of Treasury Final Rule - Coronavirus State and Local Fiscal Recovery Funds
- b. Attachment 2: Department of Treasury Overview of the Final Rule - Coronavirus State and Local Fiscal Recovery Funds
- c. Attachment 3: Department of Treasury Compliance and Reporting Guidance - Coronavirus State and Local Fiscal Recovery Funds
- d. And all other federal and state laws rules and regulations including those pertaining to providing funds to undocumented immigrants and all tax reporting requirements of the Internal Revenue Service. MAF agrees to be responsible for any fines, penalties and audit fees resulting from non-compliance with the items listed in this section.

14. Insurance.

- a. Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

- b. Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.
- i. **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.
 - ii. **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.
 - iii. **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.
 - iv. **Professional Liability (Errors & Omissions):** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.
- c. Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:
- i. **Commercial General Liability:** (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual

liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- ii. Automobile Liability: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
 - iii. Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.
 - iv. Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.
- d. Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- e. Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- f. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

- g. Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- h. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- i. Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.
- j. Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.
- k. Additional Insurance Provisions
- i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
 - ii. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.
 - iii. The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

- iv. Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.
- v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.
- vi. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.
- I. Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have signed Agreement as of the Effective Date set forth above.

CITY OF COACHELLA

MISSION ASSET FUND

By: _____
Dr. Gabriel Martin
City Manager,
City of Coachella

By: _____
Jose Quinonez
Founder & CEO,
Mission Asset Fund

Attest:

City Clerk

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Attachment 1:

Department of Treasury Final Rule - Coronavirus State and Local Fiscal Recovery Funds:

Link:

<https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

Attachment 2:

Department of Treasury Overview of the Final Rule - Coronavirus State and Local Fiscal Recovery Funds

Link:

<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>

Attachment 3:

Department of Treasury Compliance and Reporting Guidance - Coronavirus State and Local Fiscal Recovery Funds

Link:

<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>