

**Napa County  
CARES Act**  
Notice of Funding Application (NOFA) Process  
September 1, 2020

## **Introduction**

This document contains the steps, requirements, and forms needed to apply for Napa County CARES Act to support local programs. Napa County projects spending \$31 million in response to the COVID-19 pandemic in calendar year 2020. This includes \$27 million of direct county expenses, \$2 million in community needs awarded in June 2020, and an additional \$2 million to be awarded through this NOFA. These response costs are funded with \$14.2 million in Coronavirus Aid, Relief, and Economic Security (CARES) Act Coronavirus Relief Funds, \$5.5 million from other funding sources (including FEMA), \$2 million of Tobacco Master Settlement Agreement funds, and \$9.3 million in county General Fund.

Because of the restrictions both in terms of time frames and services provided, Napa County is funding these community projects with General Fund dollars to allow maximum flexibility to meet the needs of the local community. This also allows the services funded under these projects to continue through June 30, 2021.

## **Eligible Applicants**

Applications are limited to tax-exempt organizations who are currently providing services in Napa County. Applicants will have to certify compliance, as shown in Appendix A.

## **Award Amounts**

Napa County has identified \$2 million for community needs to be distributed through this NOFA, approximately \$500,000 for each of the four project categories:

- Economic support for businesses
- Childcare
- Social safety net
- Housing

An applicant who wishes to be considered for funding in two different project categories must submit an application for each project category. All services provided through this funding must be completed no later than **June 30, 2021**. Up to 10% of funds awarded may be used for general administrative costs. A minimum of 60% of the Napa County CARES Act funds must be provided as direct assistance to businesses and residents in Napa County.

## **Project Categories**

Applicants may propose providing one or more types of programs within each category. The

application will be scored for all proposed service types. Applicants can also propose service types that are not specifically listed below.

Economic support for businesses: The types of services under this category include layoff aversion support, workforce development, business grants, PPE pool (includes cleaning and disinfecting supplies) support, or support for organizations that support the business community. Applicants in this category must certify that funding will only be provided to businesses that are compliant with all local, state, and federal public health orders and guidance related to COVID-19.

Child care: Services in this category include childcare subsidies, provider support or grants, or PPE pool (includes cleaning and disinfecting supplies) support. Childcare is defined as serving children through the age of 12, or through the age of 21 if the youth has exceptional needs and is severely disabled. Childcare providers being supported must have a current license issued by the California Department of Social Services or is exempt based on one of the following criteria:

- Providers who care only for their own relatives
- Providers who care for the children of one other family
- Cooperative agreements in which parents share child care responsibilities and payment is not exchanged for care
- Child care program that offers temporary child care services to children while parents are on the same premises for the purposes of the parent's employment.

The funding is not intended for any programs run by schools, public recreation programs (including camps), or other activities provided for children, such as gymnastics, dance, etc.

Social Safety Net: The types of services provided in this category include direct income replacement while an individual is under an isolation or quarantine order, to ensure compliance with said order, or emergency financial assistance.

Housing: The types of services provided in this category include rental assistance, mortgage assistance, or move-in support (security deposits, first month rent).

## **Application Process**

The key dates and all application materials will be available online on the CARES Act webpage at <https://www.countyofnapa.org/353/Emergency-Services>.

Applicants may ask questions about the CARES Act application process at the mandatory bidder's conference (via zoom) or may submit written questions via email regarding the application process by the date listed below. Staff will respond to every question received and post their answers for public review on the County's CARES Act webpage. Please email questions to [NapaCARES@countyofnapa.org](mailto:NapaCARES@countyofnapa.org).

Applications must be submitted electronically by **5 p.m.** (Pacific Standard Time) on September 18, 2020 via the application portal at <https://artscouncilnapavalley.submittable.com/submit/172836/napa-county-cares-act-funding>. All applicants that submit a complete application by the deadline will be

reviewed by the County's review panel. **Incomplete applications or applications not received by the deadline will not be reviewed.** County staff may request additional clarifying information as needed during the review process.

### **Funding Selection Criteria**

The applications will be scored as follows:

Qualifications of the applicant organization:	15 points
Proposed Project, including target population:	55 points
Budget	25 points
Overall feasibility of project	<u>5 points</u>
<b>Total possible points</b>	<b>100</b>

### **Application Review Process**

An application review panel will be convened by the County for rating the full applications and making funding recommendations to the Board of Supervisors. Each reviewer will be asked to read the application and evaluate them against the full application scoring criteria above. The review panel will develop a composite score and recommendations to submit to the Board of Supervisors.

The panel may suggest partial funding or funding of only certain portions of an application and may recommend any changes it considers to be warranted before a proposal is awarded funding. The final selection of projects and the terms of funding shall be at the discretion of the Napa County Board of Supervisors.

### **Contract Process**

Any proposal awarded funding by the Board of Supervisors will be managed through a contract with the County Executive Office. All contractors will need to meet Napa County insurance requirements (Appendix B) prior to their contract being forwarded to the Board of Supervisors for approval and execution. During the course of the development of the contract, County staff may negotiate the scope of the project.

### **Reporting Requirements**

Applicants will be required to provide a final report on services provided, in the format provided by the County. Data elements for reporting will include:

- Budget:
  - Actual expenditures by expenditure category
  - Actual revenue from other sources
- Service delivery data-for direct community assistance, by service type:
  - Business/household/resident name or unique identifier (for individuals)
  - Address or other verification of Napa County resident or business
  - Funding provided to each business/household/individual

- Unduplicated count of business or residents served
- Other specific data for each program area, including
  - # of employees for each business receiving funds
  - # of child care slots served

**Key Dates & Deadlines**

September 1, 2020:	NOFA Released
September 4, 2020, 1:30 PM:	Mandatory Bidders Conference via Zoom
September 11, 2020 5 pm	Last day to submit written questions
September 14, 2020 5 pm	Deadline for all response to questions to be posted on website
September 18, 2020, 5 pm PST:	Applications due via submittal website
September 21-September 28, 2020:	Review panel reviews submitted applications
September 29, 2020:	Recommended awards published
October 6, 2020:	Board approval of panel recommendations
October 20, 2020:	Board approval of contracts
June 30, 2021:	Deadline for completion of services

## **Appendix A**

### **Certifications**

I certify that a minimum of 60% of funding received from the Napa County CARES Act will be provided as direct community assistance.

I certify that I will only provide financial assistance to business that are adhering to all local, state and federal public health orders and guidance related to COVID-19. (for business support category only)

I certify that I will only provide financial assistance to child care providers who are licensed or are exempt based on the specific conditions included in this solicitation.

I certify that I am a legally formed non-profit organization exempt from State and Federal Taxation. I will submit a copy of the ruling or final determination from the IRS, if requested.

I certify that I am currently providing services within Napa County.

I certify that I will comply with all applicable laws including those pertaining to civil rights, confidentiality and privacy, regulatory compliance, and, where applicable, employment and housing.

I certify that all funding awarded will be used for the provision of services to residents of or businesses in Napa County.

I certify that I will comply will all reporting requirements as outlined in this solicitation, or as may be amended by the County through the contract negotiation process.

## Appendix B

### Sample Insurance requirements

**Insurance.** GRANTEE shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, GRANTEE shall provide workers' compensation insurance for the performance of any GRANTEE's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. GRANTEE shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of GRANTEE or any officer, agent, or employee of GRANTEE under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of GRANTEE arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with GRANTEE's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If GRANTEE owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If GRANTEE or GRANTEE's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, GRANTEE shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by GRANTEE with the Health and Human Services Agency prior to commencement of performance of any of GRANTEE's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in paragraph 11(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in paragraph 11(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, GRANTEE shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, GRANTEE shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of GRANTEE not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of GRANTEE under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, GRANTEE shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of GRANTEE by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or GRANTEE shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. GRANTEE agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 11.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve GRANTEE, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.