

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

241



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
January 3, 2011

SUBJECT: Sole Source Agreement #CAP-11-001 with The Foundation for California State University, San Bernardino

RECOMMENDED MOTION: That the Board of Supervisors approve and

1. Authorize the Chairman of the Board to sign the attached Sole Source Agreement #CAP-11-001 between Community Action Partnership of Riverside County (CAP Riverside) and The Foundation for California State University, San Bernardino to provide mediation training through CAP Riverside's Dispute Resolution Center (DRC).
2. Authorize the Purchasing Agent to sign ministerial amendments and exercise the option to renew annually up to two (2) additional one-year periods for a total of three years; and
3. Authorize the Deputy Director to administer the agreement.

[Signature]
Maria Y. Juarez, CCAP, Deputy Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 31,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% Dispute Resolution Act of 1986 (DRPA)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* LANSKA R-MCKENNA Departmental Conference

Purchasing: *[Signature]*
Mark Seiler, Assistant Director

Consent Policy
 Consent Policy

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 9/29/98 (#3.45), 2/16/08 (#3.3), 7/14/09 (#3.5), 8/31/10 (#3.17) **District:** All **Agenda Number:**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.6

FROM: CAP Riverside

DATE: January 3, 2011

SUBJECT: Sole Source Agreement #CAP-11-001
with The Foundation for California State
University, San Bernardino

PAGE: 2 of 2

BACKGROUND:

Since 1998, FCSUSB has been an instructional partner and helped CAP Riverside to develop DRC's university-level training curriculum. Since 2008, CAP Riverside has contracted with FCSUSB to provide mediation training under Agreement #CAP-08-016 and Agreement #CAP-09-056.

Agreement #CAP-11-011 between CAP Riverside and FCSUSB expands the program to include Community Awareness Training. The period of performance will be through June 30, 2013, renewable in one-year increments, not to exceed \$31,000 per fiscal year. The term of the initial agreement is January 1, 2011 through June 30, 2011. Subsequent agreements will coincide with the fiscal year July 1 through June 30.

FINANCIAL IMPACT: No County General Funds required.

CONCURE: Purchasing

LJC:MYJ:KA;jb

DATE: December 15, 2010

TO: Board of Supervisors

VIA: Purchasing Agent

FROM: Maria Y. Juarez, CCAP
Deputy Director

DEPARTMENT: Community Action Partnership of Riverside County (CAP Riverside)

SUBJECT: Request for Sole Source Procurement

Supply/Service requested:

Conflict Resolution / Mediation training

Supplier being requested:

The Foundation for California State University, San Bernardino (FCSUSB).

Alternative suppliers that can or might be able to provide supply/service:

None known

Extent of market search conducted:

CAP Riverside has a historical partnership with FCSUSB who has a proven track record of meeting contractual and programmatic requirements.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

- FCSUSB has been an instructional partner with CAP Riverside's Dispute Resolution Center (DRC) since its inception and is currently providing mediation training under agreement #CAP-08-16.
- FCSUSB helped develop DRC workshops and is best able to customize workshops to maximize the skill development of its target audience.
- CAP Riverside desires to expand mediation training to include Community Awareness Training
- FCSUSB has a proven track record of contractual compliance and meeting program commitments.
- FCSUSB provides university level, active learning workshops in mediation.

Reasons why my department requires these unique features and what benefit will accrue to the county:

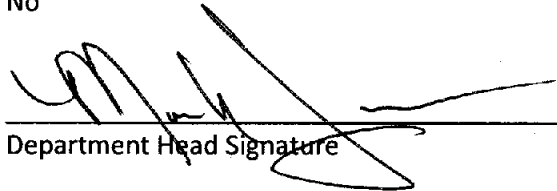
CAP Riverside receives Dispute Resolution Programs Act of 1986 (DRPA) funds through the County of Riverside to provide mediation services to assist in reducing the backlog of civil court cases. Cases are mediated by volunteers who receive training through DRC's mediation workshop.

Price Reasonableness:

Cost savings will be realized in reduced start-up, training, and administrative costs of current supplier. FCSUSB will be able to leverage, stretching cash and non-cash resources at both ends, to increase services to residents.

Does moving forward on this product or service further obligate the county to similar contractual arrangements?

No



Department Head Signature

12-20-10
Date

Purchasing Department comments:

Approve

Approve with Condition/s

Disapprove



Purchasing Agent Signature

1-13-11
Date

Community Action Partnership of Riverside County

2038 Iowa Avenue, Suite B-102
Riverside, CA 92507

AGREEMENT: CAP-11-001

AGENCY: The Foundation for California State University
San Bernardino

TERM: January 1, 2011 through June 30, 2011

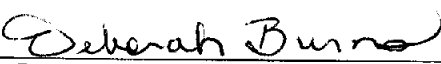
MAXIMUM REIMBURSABLE AMOUNT: \$31,000

WHEREAS, Community Action Partnership of Riverside County, hereinafter referred to as CAP Riverside, desires to provide Mediation Training services;

WHEREAS, The Foundation for California State University, San Bernardino is qualified to provide Mediation Training;

WHEREAS, CAP Riverside desires The Foundation for California State University, San Bernardino hereinafter referred to as the AGENCY, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of CAP Riverside and the AGENCY;

NOW THEREFORE, CAP Riverside and the AGENCY do hereby covenant and agree that the AGENCY shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this Agreement.

Authorized Signature for Purchasing:	Authorized Signature for AGENCY: 
Printed Name of Person Signing: Bob Buster	Printed Name of Person Signing: Deborah Burns
Title: Chairman, Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: The Foundation for CSUSB 5500 University Parkway San Bernardino, CA 92407
Date Signed:	Date Signed: 1-6-2011

FORM APPROVED COUNTY COUNSEL
BY:  1/6/11
LARISSA R-MCKENNA DATE

**THE FOUNDATION FOR
CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
PROFESSIONAL SERVICES AGREEMENT
TERMS AND CONDITIONS**

Table of Contents

I. RESPONSIBILITIES.....	4
A. CAP RIVERSIDE RESPONSIBILITIES	4
B. AGENCY RESPONSIBILITIES	4
II. SCOPE OF SERVICE.....	4
III. FISCAL PROVISIONS	4
A. MAXIMUM AMOUNT	4
B. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS	4
C. SUPPLANTATION	4
D. DISALLOWANCE	5
E. AVAILABILITY OF FUNDING	5
IV. GENERAL PROVISIONS	5
A. EFFECTIVE PERIOD	5
B. CONFLICT OF INTEREST	5
C. NOTICES	5
D. CONFIDENTIALITY	6
E. CHILD ABUSE REPORTING	6
F. PRO CHILDREN ACT OF 1994	6
G. EMPLOYMENT PRACTICES	6
H. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES	6
I. DRUG FREE WORKPLACE CERTIFICATION	6
J. CERTIFICATION REGARDING LOBBYING	6
K. FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS	7
L. HOLD HARMLESS/INDEMNIFICATION	7
M. INSURANCE	7
N. LICENSES AND PERMITS	9
O. INDEPENDENT CONTRACTOR	9
Q. DISPUTES	10
R. SANCTIONS	10
S. TERMINATION	10
T. GOVERNING LAW	10
U. MODIFICATION OF TERMS	10
V. ENTIRE AGREEMENT	11

LIST OF EXHIBITS AND ATTACHMENTS

- Exhibit A – CSBG Reimbursement Request
- Exhibit B – Instructions for CSBG Reimbursement Request
- Exhibit C – Drug-Free Workplace Certification
- Exhibit D – Certification Regarding Lobbying
- Exhibit E – Certification Regarding Debarment, Suspension and Related Matters

CONTRACT TERMS AND CONDITIONS

I. RESPONSIBILITIES

A. CAP RIVERSIDE RESPONSIBILITIES

CAP Riverside shall do the following:

1. Assign staff to act as liaison between the AGENCY and CAP Riverside.
2. Coordinate training locations.
3. Recruit and register attendees.
4. Approve all training materials and assist AGENCY with copying materials needed for training sessions.

B. AGENCY RESPONSIBILITIES

The AGENCY shall do the following:

1. Assign staff to act as liaison to CAP Riverside.
2. Conduct training sessions as identified the Scope of Service in Section II.

II. SCOPE OF SERVICE

- A. Conduct four Basic Mediation Training sessions (\$2,500 per session).
- B. Conduct two Advanced Mediation Training sessions (\$2,500 per session).
- C. Conduct twenty Community Awareness Trainings (\$800 per training).

III. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$31,000.

B. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. CAP Riverside will reimburse the AGENCY for services provided in accordance with the terms and conditions contained herein, in this Agreement.
2. To request payment, the AGENCY shall submit a CSBG Reimbursement Request (Exhibit A) with supporting documentation, following the instructions for completion on Exhibit B – Instructions for CSBG Reimbursement Request. Supporting documentation includes but is not limited to session sign in rosters or if no sign in is required simply a statement by the facilitator certifying date, time and location of session. Exhibits A and B are attached hereto and incorporated herein by these references.
3. All invoices submitted in a timely manner shall be processed by CAP Riverside within ten (10) working days of receipt by CAP Riverside and forwarded to the Auditor-Controller's Office for payment.

C. SUPPLANTATION

The AGENCY shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The AGENCY shall not claim reimbursement from CAP Riverside for, or apply any sums received from CAP Riverside, with respect to the portion of its obligations, which have been paid by another source of revenue. The AGENCY agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any

state program or county funds under any county programs without prior approval of CAP Riverside.

D. DISALLOWANCE

In the event the AGENCY receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by CAP Riverside, the AGENCY shall promptly refund the disallowed amount to CAP Riverside on request, or at its option, CAP Riverside may offset the amount disallowed from any payment due to the AGENCY under any contract with CAP Riverside.

E. AVAILABILITY OF FUNDING

CAP Riverside's obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

IV. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This agreement is effective January 1, 2011 through June 30, 2011. The period of performance shall be up to three (3) years, renewable in one-year increments, with the completion date of June 30, 2013, with no obligation by the County of Riverside to purchase any specified amount of services.

B. CONFLICT OF INTEREST

The AGENCY covenants that it presently has no interest, including, but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the AGENCY believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The AGENCY further covenants that in the performance of this Agreement, no person having such interest shall be employed or retained by it under this Agreement.

The AGENCY agrees to inform CAP Riverside of all of the AGENCY'S interests, if any, which are or which the AGENCY believes to be incompatible with any interest with CAP Riverside.

C. NOTICES

All notices, reports, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

CAP RIVERSIDE:
County of Riverside
Community Action Partnership
of Riverside County
2038 Iowa Avenue, Suite B102
Riverside, CA 92507-2412
(951) 955-4900

AGENCY:
Foundation for California State
University, San Bernardino
5500 University Parkway
San Bernardino, CA 92407
(909) 537-5929
Attention: Diane Trujillo

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable.

D. CONFIDENTIALITY

The AGENCY shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

E. CHILD ABUSE REPORTING

The AGENCY shall report suspected child abuse or neglect to a child protective agency as defined in the Penal Code, Section 11166 while performing services under this Agreement.

F. PRO CHILDREN ACT OF 1994

AGENCY must comply with Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative Agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

G. EMPLOYMENT PRACTICES

The AGENCY shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the California Fair Employment and Housing Act (Gov. Code Section 12900 et. Seq.), and the Federal Civil Rights Act of 1964 (P.L. 88-352).

In the provision of benefits, the AGENCY shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

H. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The AGENCY shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon CAP Riverside, which are equally applicable and made binding upon the AGENCY as though made with the AGENCY directly.

I. DRUG FREE WORKPLACE CERTIFICATION

AGENCY shall review, sign, and return the Drug Free Workplace Certification Form, Exhibit C, which is attached hereto and incorporated herein by this reference.

J. CERTIFICATION REGARDING LOBBYING

AGENCY shall review, sign, and return the Certification Regarding Lobbying, Exhibit D, which is attached hereto and incorporated herein by this reference

K. FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS

AGENCY shall review, sign, and return the Certification Regarding Debarment, Suspension and Related Matters Form, Exhibit E, which is attached hereto and incorporated herein by this reference

L. HOLD HARMLESS/INDEMNIFICATION

AGENCY shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of AGENCY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of AGENCY, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; AGENCY shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by AGENCY, AGENCY shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes AGENCY'S indemnification to County as set forth herein. AGENCY'S obligation to defend, indemnify and hold harmless County shall be subject to County having given AGENCY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at AGENCY'S expense, for the defense or settlement thereof. AGENCY'S obligation hereunder shall be satisfied when AGENCY has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe AGENCY'S obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the AGENCY from indemnifying the County to the fullest extent allowed by law.

CAP Riverside agrees to indemnify, defend and save harmless the Foundation for California State University, San Bernardino, The State of California, The Trustees of the California State University, The California State University, San Bernardino and the officers, employees, volunteers and agents of each of them from any and all loss, damage, or liability that may be suffered or incurred by all parties, caused by, arising out of, or in any way connected with the operations of CAP Riverside.

M. INSURANCE

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

1. Workers' Compensation:

If AGENCY has employees as defined by the State of California, AGENCY shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, and employment practices liability covering claims which may arise from or out of AGENCY'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

If AGENCY'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, AGENCY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insured.

4. General Insurance Provisions – All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The AGENCY'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, AGENCY'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. The AGENCY shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of

the insurance carrier(s) that thirty (30) days written notice be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

- d. It is understood and agreed by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the AGENCY has become inadequate.
- f. AGENCY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County's Risk Manager.

N. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The AGENCY warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

O. INDEPENDENT CONTRACTOR

It is understood and agreed that the AGENCY is an independent contractor and that no relationship of employer-employee exists between the parties hereto. AGENCY and/or AGENCY'S employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of AGENCY from the compensation payable to AGENCY under the provision of this Agreement.

As an independent contractor, AGENCY hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the AGENCY agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

P. ASSIGNMENT

The AGENCY shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of CAP Riverside.

Q. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by County of Riverside's Purchasing Compliance Officer which shall furnish the decision in writing. The decision of County of Riverside's Purchasing Compliance Officer shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The AGENCY shall proceed diligently with the performance of the Agreement pending County of Riverside's Purchasing Compliance Officer decision.

R. SANCTIONS

Failure by the AGENCY to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, Purchasing may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. Purchasing may also:

1. Afford the AGENCY a time period within which to cure the breach, the period of which shall be established at the sole discretion of Purchasing and CAP Riverside; and/or
2. Discontinue reimbursement to the AGENCY for, and during the period in which the AGENCY is in breach, the reimbursement of which the AGENCY shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the AGENCY but yet unpaid by CAP Riverside. CAP Riverside shall give the AGENCY notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

S. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event CAP Riverside elects to abandon, indefinitely postpone, or terminate the Agreement, CAP Riverside shall make payment for all services performed up to the date that written notice was given in a prorated amount.

T. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Services will be provided in full compliance with the Act and of Part 96 of Title 45 of the Code of Federal Regulations. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

U. MODIFICATION OF TERMS

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope

of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the AGENCY for adjustment under this paragraph shall be assessed within 30 days of when the AGENCY received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted by the AGENCY at any time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the AGENCY from proceeding with the contract as changed.

V. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Agreements of any kind or nature relating to the same shall be deemed to be merged herein.

REIMBURSEMENT REQUEST

Remit to:
Community Action Partnership
Attn: Fiscal Department
2038 Iowa Avenue, Suite B102
Riverside, CA 92507

CAARC Voucher # _____

Today's Date: _____

Vendor #: _____

Amount Requested: _____

Contract #: _____

Billing Period: _____

Payable To: _____

Address: _____

Authorized Signature

Date

FISCAL USE ONLY

Accounting String : _____ **21050** _____ **5200100000** _____

Invoice Number: _____

Authorized Amount: _____

Adjustments: _____

Management Approval

Date

Contract Approval

Date

Purchase Order #

Date

Fiscal Approval

Date

COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY
Instructions for CSBG Reimbursement Request
and
CSBG Contractor Expenditure Report

Mailing Instructions:

When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include CSBG Reimbursement Request Form invoices, payroll verification, and copies of cancelled checks attached (required). If cover letter is included (not required), attach to front of Claims Packet Mail Claims Packet to address shown on upper left corner CSBG Reimbursement Request [see method, time, and schedule/condition of payments]. (Please type or print information on all Forms.)

CSBG REIMBURSEMENT REQUEST

- "CAARC Voucher #" - Leave Blank
- "Today's Date" - The date the form is being prepared.
- "Vendor #" - Leave Blank
- "Amount Requested" - Fill in the total amount and billing period you are requesting payment for.
- "Contract Number" - Can be found on the first page of your contract.
- "Payable To" - Business name
- "Address" - The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.
- "Program Manager Approval" - must be signed by the authorized personnel.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR CAP RIVERSIDE USE ONLY.

CSBG CONTRACTOR EXPENDITURE REPORT FORM

When completed, this form is attached to the front of your invoices, and behind the CSBG Reimbursement Request (only if contract contains a line item budget, or you are to report match, or client fees collected).


- "Contractor " - Business name
- "Contract Number" - Can be found on the first page of your contract.
- "Report Month" - The billing period you are requesting payment for.
- "Approved Budget Amount" - Current itemized budget amount as approved (or amended) in accordance with the Fiscal Provisions of your executed agreement.
- "Monthly Expenditures" - Itemized expenditures incurred during the billing period.
- "Cumulative Expenditures" - Cumulative expenditures from previous billings plus current expenditures.
- "Unexpended Balance" - Approved budget amount less cumulative expenditures.

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
Foundation for the California State University San Bernardino	95-6067343
BY (Authorized Signature)	DATE EXECUTED
	1-6-2011
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Deborah Burns	(909) 537-5929
TITLE	
Executive Director	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
5500 University Parkway San Bernardino, Ca 92407	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____^(DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

FAMILY SUPPORT ADMINISTRATION

Program: The Foundation for California State University, San Bernardino

Period: January 1, 2011 through June 30, 2011

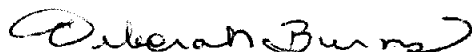
The undersigned certifies, to the best of his or her knowledge and belief, that:

(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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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 document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Executive Director

Signature

Title

Foundation for the California State University
San Bernardino

1-6-2011

Agency/Organizations

Date

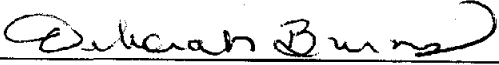
**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND RELATED MATTERS**

PROGRAM: The Foundation for California State University, San Bernardino

TERM: January 1, 2011 through June 30, 2011

CONTRACTOR hereby certifies to the best of its knowledge that it or any of its officers:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three (3) year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally- or civilly- charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not had, within a three (3) year period preceding this AGREEMENT, one or more public (Federal, State, or local) transactions terminated for cause or default.

	Executive Director
Signature	Title
Foundation for the California State University	
San Bernardino	1-6-2011
Agency/Organization	Date