

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

872



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
August 31, 2011

SUBJECT: Amendment #4 to Agreement #11F-4234 with Department of Community Services and Development for the 2011 Community Services Block Grant

RECOMMENDED MOTION: That the Board of Supervisors ratify and:

- 1) Authorize the Chairman of the Board to sign the attached Amendment #4 to Agreement #11F-4234 between the Department of Community Services and Development (CSD) and Community Action Partnership of Riverside County (CAP Riverside) to modify contract terms and conditions.


Maria Y. Juarez, CCAP, Executive Director

(CONTINUED 2 Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	NA
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NA
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 11/12

SOURCE OF FUNDS: 100% Federal

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Debra Cournoyer

County Executive Office Signature

Consent ☐ Policy ☒
Consent ☐ Policy ☒

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 1/25/11 (#3.4), 3/29/11
(#3.7), 6/7/11 (#3.12), 6/14/11 (#3.13)

District: All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.23

FROM: Community Action Partnership
of Riverside County

DATE: August 31, 2011

SUBJECT: Amendment #4 to Agreement #11F-4234
with Department of Community Services
and Development for the 2011 Community
Services Block Grant

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BACKGROUND:

On January 25, 2011 (Agenda #3.4), the Board approved Agreement #11F-4234 with CSD to provide the initial allocation for Program Year 2011. The CSBG Local Initiative Program provides the core funding of CAP Riverside Programs.

On March 29, 2011 (Agenda #3.7), the Board approved Amendment #1 to increase the initial allocation by \$481,663 from \$373,545 to \$855,208.

On June 7, 2011 (Agenda #3.12), the Board approved Amendment #2 to increase the maximum contract from \$855,208 to \$1,048,323.

On June 14, 2011 (Agenda #3.13) the Board approved Amendment #3 to increase the maximum contract amount from \$1,048,323 to \$2,011,228.

Amendment #4 modifies contract terms and conditions relating to:

- Federal Funding Accountability and Transparency Act reporting requirements;
- Auditing Standards and Reports;
- Subcontract provisions; and
- Federal Certification Regarding Debarment, Suspension, and Related Matters.

FINANCIAL IMPACT: No County General Funds will be required.

CONCUR/EXECUTE:

MYJ:KS:jb

AGREEMENT NUMBER 11F-4234	AMENDMENT NUMBER 4
REGISTRATION NUMBER eP 1134771.4	

1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
Department of Community Services and Development
CONTRACTOR'S NAME
Community Action Partnership of Riverside County
2. The term of this Agreement is : January 1, 2011 through December 31, 2011
3. The maximum amount of this Agreement is: \$ 2,011,228.00
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 1. The maximum amount of this Agreement payable to Contractor by the State remains unchanged at \$2,011,228.00.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Community Action Partnership of Riverside County

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

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

STATE OF CALIFORNIA

AGENCY NAME

Department of Community Services and Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Leisa Maestretti, Chief Financial Officer

ADDRESS

2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833

CALIFORNIA
Department of General Services
Use Only

"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."

☐ Exempt per _____

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2. Exhibit B, Budget Detail and Payment Provisions, Section 5. PAYMENT AND REPORTING REQUIREMENTS, Section H. FFATA Reporting is deleted in its entirety and replaced with Exhibit B. 5. H. Transparency Act Reporting, to read as follows:

H. Transparency Act Reporting

In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), Contractors that 1) are not entities required by the IRS to file annually a Form 990 federal return, 2) receive at least 80% of their annual gross revenues from federal sources (excluding any ARRA funds), and 3) have annual gross revenues totaling \$25,000,000.00 or more from federal grants, contracts, or other federal sources (excluding any ARRA funds), shall provide to CSD a current list of names and total compensation of Contractor's top five (5) highly compensated officials/employees. The list shall be provided with the executed copy of the Agreement returned to CSD. This requirement applies only to Contractors that fall within all three categories set forth in this paragraph.

3. Exhibit D, Special Terms and Conditions, Section 9. AUDITING STANDARDS AND REPORTS, item B. Audit Reports, item 4), is deleted in its entirety and replaced with Exhibit D. 9. B. 4), to read as follows:

- 4) Contractor shall submit to CSD one (1) printed copy and one (1) electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within nine (9) months of the end of the Contractor's fiscal year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor.

If the Contractor's independent auditor is unable to meet this deadline, the Contractor shall submit to CSD Audit Services Unit a written request for an extension, which includes a copy of a letter from the independent auditor explaining the anticipated delay. CSD may grant an extension not to exceed thirty (30) calendar days from the original due date. The audit report(s) and all supplemental financial information are to be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

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Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit
P.O. Box 1947
Sacramento, CA 95812-1947

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

4. Exhibit D, Special Terms and Conditions, Section 10. SUBCONTRACTS is deleted in its entirety and replaced with Exhibit D. 10., to read as follows:

10. SUBCONTRACTS

Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in EXHIBIT A, SCOPE OF WORK, Section 2.

- A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement. This written notification shall also include a certification that, to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.epls.gov>.
- B. If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on

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EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

- C. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by OMB Circulars A-87, 122, and 133.
- D. In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five (5) days of receipt of notice of such action.
- E. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- F. Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to CSD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is independent from CSD's obligation to make payments to the Contractor. As a result, CSD shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

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5. Exhibit E, Additional Provisions, Section 1. FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS is deleted in its entirety and replaced with Exhibit E. 1., to read as follows:

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

Contractor hereby certifies to the best of its knowledge that it, any of its officers, or any subcontractor(s):

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. 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; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property.
- C. 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 B of this certification.
- D. Have not, within a three (3) year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.
- E. If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition and include it as an attachment to this Exhibit E. Based on the description, CSD in its discretion may decline to execute this Agreement, or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

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- F. As provided in EXHIBIT D, Paragraph 10.A. of this Agreement, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

All other terms and conditions shall remain the same.