

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

812



FROM: Department of Public Health/Community Action Partnership

SUBMITTAL DATE:
August 4, 2015

SUBJECT: Ratify Agreement #15K-6015 with the California Department of Community Services and Development for Low-Income Weatherization Program 2015. Districts: All. [\$1,314,808]; 100% Federal funds.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify Agreement #15K-6015 with the California Department of Community Services and Development (CSD) for Low-Income Weatherization Program (LIWP) 2015 in the amount of \$1,314,808 for the performance period of June 1, 2015 through May 31, 2016;
2. Authorize the Executive Director of Community Action Partnership of Riverside to sign amendments and extensions to the Agreement, as approved by County Counsel;
3. Authorize the Executive Director of Community Action Partnership of Riverside to administer the program and sign all assurances, exhibits and reports made under the 2015 LIWP Agreement #15K-6015; and
4. Approve and direct the Auditor Controller to adjust the budget as specified on Schedule A attached.

BACKGROUND:

Summary (continued on page 2)

Susan D. Harrington
Susan D. Harrington, Director
Department of Public Health

BSF:am

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 1,314,808	\$ 1,314,808	\$ 0	Consent <input type="checkbox"/> Policy X
NET COUNTY COST	\$ 00.00	\$ 00.00	\$ 00.00	\$ 0	

SOURCE OF FUNDS: 100% Federal Funds
Budget Adjustment: Yes
For Fiscal Year: 14/15- 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY: *Donna Shaw*
Donna Shaw

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Prev. Agn. Ref.: _____ District: All _____ Agenda Number: **3-50**

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 8/4/15
DATE
GREGORY P. PRIAMOS
Departmental Concurrence

FISCAL PROCEDURES APPROVED
PAUL ANGLILO, CPA, AUDITOR-CONTROLLER
BY: *[Signature]* 8/6/15
Susana Garcia-Bocanegra

- A-30
- 4/5 Vote
- Positions Added
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratify Agreement #15K-6015 with the California Department of Community Services and
Development for Low-Income Weatherization Program 2015. Districts: All. [\$1,314,808]; 100% Federal funds.
DATE: August 4, 2015
PAGE: 2 of 3

BACKGROUND:

Summary (continued on page 2)

The State of California has allocated a special funding of the Cap and Trade auction proceeds to support efforts to reduce greenhouse gases. The response to this initiative is the Low-Income Weatherization Program (LIWP). Community Action has received a grant for this program and is gearing up to offer this service to the low-income families of the Riverside County. The program will offer energy efficiency measures (highest-value carbon reducing) that will help reduce the greenhouse emissions. The funds must be invested in the areas identified as "disadvantaged communities" by the California Environmental Protection Agency. This program will serve a mix of single and multi-family dwellings, leveraging with other weatherization programs and potentially funding with other partners such as workforce development agencies, utilities, etc.

Impact on Citizens and Businesses

The overview objective is to reduce greenhouse gas emission in disadvantage communities within Riverside County.

SUPPLEMENTAL:

Additional Fiscal Information

No County General Funds would be required.

ATTACHMENTS:

Budget Adjustment

Budget adjustment is required as specified on Schedule A, attached.

SCHEDULE A

Department of Public Health/Community Action Partnership

**Budget Adjustment
Fiscal Year 2015/2016**

INCREASE IN ESTIMATED REVENUE:

21050-5200200000-767200 Federal Block Grants	\$1,314,808
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INCREASE IN APPROPRIATIONS:


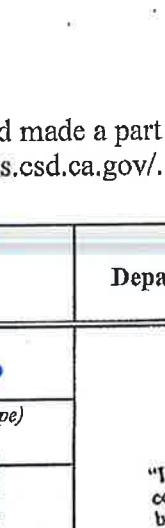
21050-5200200000-510040 Regular Salaries	\$332,957
21050-5200200000-518100 Budgeted Benefits	\$143,163
21050-5200200000-520200 Communication Lines	\$ 5,000
21050-5200200000-523700 Office Supplies	\$ 36,587
21050-5200200000-523800 Printing/Binding	\$ 11,354
21050-5200200000-527840 Training-Education/Tuition	\$ 20,000
21050-5200200000-536240 Other Contract Agencies	<u>\$765,747</u>

TOTAL IN INCREASE APPROPRIATIONS	\$1,314,808
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AGREEMENT NUMBER 15K-6015	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

- 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
- The term of this Agreement is: **June 1, 2015 through May 31, 2016**
- The maximum amount of this Agreement is: **Total \$1,314,808.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
 Part I - Consisting of the Preamble and the following Articles:
 Article 1 - Scope of Work
 Article 2 - Ramp-Up Phase Activities and Contract Requirements
 Article 3 - Contract Construction, Administration, Procedure
 Part II*
 Subpart A - Administrative Requirements*
 Subpart B - Financial Requirements*
 Subpart C - Programmatic Requirements*
 Subpart D - Compliance Requirements*
 Subpart E - Certification and Assurances*
 Subpart F - State Contracting Requirements (GTC 610)*
 Subpart G - Definitions*
 Subpart H - Table of Forms*
 Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://providers.csd.ca.gov/>.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Community Action Partnership of Riverside County		"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval." <input type="checkbox"/> Exempt per _____
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING NEAL R. KIPNIS		
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 Cindy Halverstadt, Deputy Director, Administrative Services		
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833		

**STANDARD AGREEMENT
PART I**

PREAMBLE

This subvention agreement, for the implementation of the Energy Efficiency Low-Income Weatherization Program (“LIWP” or “Program”), funded by the State of California Greenhouse Gas Reduction Fund (GGRF), in accordance with Government Code Sections 12087.5 and 16428.9, in program year 2015 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD” or “Department”) and the contractor named on Form STD 213, the face sheet of this document (“Contractor”), and shall be effective and enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

- A. Contractor shall provide weatherization, single family solar water heating and related services for the purpose of reducing greenhouse gas (GHG) emissions from residential households in the disadvantaged communities located in the service area described in Section 1.3, pursuant to the California Global Warming Solutions Act of 2006, SB 535, AB 1532, SB 1018, the California Budget Act, as well as Program Guidance issued by the Department.
- B. Contractor shall prepare for, and conduct prescribed activities and provide specified services to the low-income community within its service area, during the term of this Agreement. Contractor shall ensure that the highest level of service and benefits will be furnished to those households and to the communities in which they reside, and that the services and activities funded by this Agreement shall reduce GHG emissions in a cost-effective manner, as well as provide co-benefits to the specified disadvantaged communities, including job creation, job training and other local economic benefits.
- C. The contract term set forth in Section 1.2 defines the combined Ramp-up and Production Phases 1 through 3. The contract amount, specified in Section 1.4, may be supplemented with additional funding allocations made available by the State of California through GGRF or otherwise. Funds provided pursuant to this Amendment shall be made available to Contractor in two distinct allotments of fifty percent (50%) of the contract amount as provided in Section 1.4. Contractor’s access to the second half of the allotment, shall be conditioned on Contractor’s performance, including meeting benchmark goals, compliance with reporting and program requirements, as well as funding priorities, and the imperatives occasioned by evolving program requirements in conformity with the

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Department's LIWP design and plan, and with the State's AB 1532 investment plan for the expenditure of Cap and Trade Auction proceeds. Accordingly, absent conditions precedent having been met, there is no guarantee Contractor will receive the second half of the allotment.

- D. This Amendment establishes the duties and obligations of the parties with respect to the "Production Phase" of the Program and is intended to build on the initial "Ramp-up Phase." To the extent the provisions of this Amendment are inconsistent with the provisions of the Ramp-up Agreement, the provisions of this Amendment shall prevail unless otherwise stated. Distinct, disparate and particularized provisions applicable exclusively to either the Production Phase or the Ramp-up Phase which may be inconsistent or contradictory shall apply uniquely to the activities conducted under the phase to which they apply. Any intended changes in the provisions applicable to the Ramp-up Phase only will be explicitly referenced in this Amendment.
- E. Detailed Program Guidance will be issued by the Department in accordance with procedures established in Section 1.5 D., with particular regard to technical IT data collection methodologies, data-sharing and reporting requirements and other performance procedures, protocols and metrics.
- F. LIWP is intended to serve primarily as a supplemental funding source to be used in connection with CSD's federal energy program, the U.S. Department of Health and Human Services, Low-Income Home Energy Assistance Program (LIHEAP), as provided in Section 1.6. LIWP funds will be used primarily to install energy efficiency measures that reduce greenhouse gas emissions on a cost-effective basis in qualified households. The leveraging of LIWP with LIHEAP enables Contractor to utilize two funding streams to increase aggregate benefits for low-income clients while ensuring that the GHG reduction objectives of LIWP are met, including GHG reduction goals, as referenced in Section 2.3. Leveraging also enables Contractor to provide health and safety measures as an additional co-benefit to low-income clients.

1.2 Contract Term

The term of this Agreement shall be for a period of twelve months, beginning June 1, 2015 and ending May 31, 2016.

1.3 Service Area

The services shall be performed in the Service Territory comprised of the disadvantaged communities (DACs) determined under the CalEnviroScreen 2.0 published (October 2014) issued by the California Environmental Protection Agency (CalEPA) and defined in terms of census tract. The census tracts which comprise Contractor's Service Territory

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may be found on the LIWP Provider Website under the Contract page as a document labeled "Service Territory by Agency."

1.4 Contract Amount

- A. The contract amount as represented on the face sheet (Form STD 213) of this Amendment, consists of discrete amounts for each of the program components: single family weatherization (SFWx); small multi-family weatherization (SMFWx); and single family solar water heating (SWH), as reflected on the LIWP Goal Sheet (LGS), which is attached hereto and incorporated into this Agreement. Contractor's allocation shall be dispersed in accordance with the provisions of Section 1.8.
- B. Any changes in Contractor's production allocations shall be reflected in a new or revised LGS. Contractor may at any time, upon written request to CSD, seek a reduction in Contractor's total contract amount, in accordance with the provisions of Article 4 of this Agreement.
- C. Funds allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of Part II, Subpart B of this Agreement – Financial Requirements, except as otherwise provided in Articles 1, 2 and 3. Advances shall be paid in accordance with the provisions set forth in Section 6.2.
- D. Because Program funding is subject to the availability of adequate financial resources in the Greenhouse Gas Reduction Fund, budget allocations and the adequacy of Contractor's performance, funding for future contract phases and future contract years is not guaranteed. Execution of this Agreement, regardless of the adequacy of Contractor's subsequent performance hereunder, does not create a vested interest, a guaranty of funding to Contractor, or establish a right to participate in the Program beyond the term of this Agreement.

1.5 Program Authorities – Requirements, Standards and Guidance

- A. All services and activities are to be provided in accordance with applicable federal, state, and local laws, regulations and guidance, and as those laws, regulations and guidance may be amended from time to time, including but not limited to, the following:
 - 1. The California Global Warming Solutions Act of 2006 (AB 32), which requires California to return to 1990 levels of GHG emissions by 2020.
 - 2. SB 535, which requires that twenty-five percent (25%) of the Greenhouse Gas Reduction Fund benefit disadvantaged communities and that ten percent (10%) be allocated to projects located in those communities.

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3. AB 1532, Chap 807, Statutes of 2012 which mandates a three-year investment plan for the expenditure of Cap and Trade Auction proceeds.
 4. SB 1018, which establishes the Greenhouse Gas Reduction Fund, for the deposit and allocation of revenues from Cap and Trade Auctions.
 5. Cap-and-Trade Auction Proceeds Investment Plan: Fiscal Years 2013-14 through 2015-16, dated May 14, 2013 and subsequent Plans.
 6. Government Code Section 12087.5
 7. The California Budget Act
- B. Contractor shall comply with all of the requirements, standards, and guidelines contained in this Agreement or as issued by CSD in accordance with this Agreement, with applicable state law, and with such federal standards as the Department may adopt for purposes of program administration, implementation, and compliance, to include, but not limited to, financial management, procurement, administrative, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor.
- C. To the extent federal standards adopted by the Department for purposes of this article are inconsistent with state law, with contract provisions or with CSD Program Guidance, then state law, contract provisions and CSD guidance shall prevail, except that nothing in this Agreement shall limit or abrogate federal or state provisions of law applicable to LIHEAP or other federal energy program when leveraged with LIWP.
- D. CSD shall provide Contractor with specific Program Guidance which shall be binding on the Contractor as a condition of the Contractor's participation in LIWP, and as a condition of receipt of funds under the Program, PROVIDED that:
1. Such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN-E) No. XX-XX" posted at <https://providers.csd.ca.gov>.
 2. Such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 3. Such guidance shall be reasonably necessary to realize the purposes of LIWP;
 4. Major and material changes in the program and/or requirements, which result from CSD guidance, and which substantially affect the Contractor's

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and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;

5. Contractor shall notify CSD within 10 working days of issuance of a CPN, if contractor is unable to fulfill its obligations under the new guidance.
 6. The parties' failure to execute a mutually acceptable amendment, as contemplated in subparagraph D 4, in a reasonable period of time, shall result in this Agreement being without force and effect, as provided in subparagraph 7, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable state law; and
 7. Upon CSD's good faith determination, delivered to the Contractor by written notice that Agreement between the parties to any necessary amendment as contemplated in subparagraph D 4 cannot be achieved, then this contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under state law.
- E. The federal standards as referenced in subparagraphs B and C and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.
- F. Contractor's signature affixed hereon shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the certifications required under this Agreement.

1.6 LIWP and LIHEAP Program Coordination and Leveraging Requirements

The following principles shall guide and inform the implementation of LIWP:

- A. LIWP weatherization measures will be leveraged with LIHEAP services and will, in most cases, be installed in Contractor's LIHEAP jobs located in Contractor's LIWP Service Territory as defined in Section 1.3 of this article.
- B. Because Contractor is a LIHEAP service provider and because the Program is intended as a companion program to LIHEAP, to be leveraged with LIHEAP, the parties intend that, to the greatest extent possible, LIWP and LIHEAP shall employ, and be subject to, the same requirements, rules, procedures and processes in order to simplify and facilitate program implementation. To that end, Contractor's 2015 LIHEAP Contract, as amended, is hereby made a part of this Agreement and is incorporated by reference and shall be the authority for contract

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and program implementation, *unless* there are inconsistencies between the LIHEAP Contract and this Agreement, in which case the provisions of this Amendment shall prevail for purposes of LIWP implementation. When contradictions or inconsistencies between LIWP and LIHEAP program requirements exist, each respective contract shall be controlling for the program in question.

- C. Administrative expenses, support costs and general operating expenses, as defined in Section 6.4., associated with leveraged jobs shall be borne by LIHEAP, except to the extent that a cost or expenditure is exclusively attributable to a LIWP activity, or must be apportioned or cost-allocated between the programs to comply with applicable LIHEAP requirements or Contractor's cost accounting policies and procedures.
- D. Contractor and CSD have amended Contractor's LIHEAP contract and Contractor's Local Plan to enable optimal leveraging with LIWP, to include adding six new energy efficiency measures, and giving priority to LIHEAP jobs located in Contractor's LIWP Service Territory, unless otherwise prohibited by applicable law and LIHEAP program requirements.

1.7 LIWP Contract Phases

This Agreement consists of two discrete phases, the "Ramp-up Phase," and the "Production Phase, consisting of sub-phases 1, 2 and 3."

1.8 Production Phase Overview – Installation of Energy Efficiency Measures

- A. Production shall be conducted in accordance with programmatic provisions of this Agreement, and any subsequent amendments executed by the parties, as well as with program guidance issued by CSD.
- B. Contractor's production allocation under this Amendment is comprised of allocations for three distinct program components, which are reflected in the LIWP Goal Sheet (LGS), as follows:
 - 1. Single family weatherization (energy efficiency) measures: "SFWx"
 - 2. Small multi-family weatherization (energy efficiency) measures: "SMFWx"
 - 3. Single family solar water heating measures: "SWH."

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- C. Contractor shall install weatherization (SFWx and SMFWx) and SWH measures in qualified residential properties in order to reduce GHG emissions, and shall be accorded maximum flexibility in scheduling production for each program component.
- D. Supplemental LIWP Funding (Jobs Not Leveraged with LIHEAP)
1. In addition to Contractor's LIWP production allocation, referenced in Paragraph B, supplemental LIWP funding may be made available to Contractor to provide weatherization services to Solar-PV clients whose incomes exceed sixty percent (60%) of State Median Income (SMI) and do not qualify for LIHEAP services. Such clients will be referred to Contractor by CSD, as set forth in Section 9.4. The associated jobs are termed "Supplemental LIWP" jobs and shall not be leveraged with LIHEAP.
 2. Because Supplemental LIWP funding comes from a separate source, distinct from Contractor's LIWP allocation, energy efficiencies achieved do not contribute to Contractor's GHG reduction goals, nor are expenditures charged against Contractor's LIWP allocation.
 3. The Supplemental LIWP services provided shall be reimbursed on a job-by-job basis in accordance with the provisions of Section 6.5 C.
 4. Supplemental LIWP services shall be provided in compliance with the guidelines set forth in Section 9.5.
 5. Jobs associated with Solar-PV clients referred to Contractor by CSD with incomes at or below sixty percent (60%) of SMI, shall be leveraged with LIHEAP, in accordance with the provisions of Section 1.6 and are subject to general leveraging rules and guidelines.

1.9 LIWP Principles

Contractor acknowledges that the primary objective of LIWP is to reduce GHG emissions, while endeavoring to advance the workforce development and other co-benefit objectives of the Program. CSD has established a GHG reduction goal for each contractor, the Overall Carbon Reduction Goal ("Overall Goal") being comprised of the combined carbon reduction objective of all Program components, SFWx, SMFWx and SWH. Contractor's Overall Goal is defined in terms of Metric Tons of Carbon Dioxide Equivalent (MTCO). The Overall Goal is reflected on the LIWP Goal Sheet (LGS) and constitutes a minimum performance standard to be used by CSD to determine Contractor's eligibility for future funding and resource allocations, as well as qualification for reimbursement. Accordingly, the following principles apply:

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- A. Contractor should endeavor to exceed the assigned GHG reduction goal, its Overall Goal, by minimizing the expenditure required to attain the goal, thereby achieving enhanced reduction in GHGs for each dollar spent. Accordingly, reaching the goal constitutes only the first step. Cost effective implementation of weatherization measures will enable Contractor to realize the target goal at a lower cost, leaving residual funds to install additional measures on more projects, thereby achieving even greater reduction in GHGs.
- B. Eligibility for reimbursement shall be determined job-by-job, i.e. on the basis of each job's "package of measures," excluding SWH. The cost of each package of measures, the Package Cost/MTCO or "Package Cost" may be reimbursed only if it does not exceed Contractor's unique assigned Target Cost/ MTCO, or "Target Cost," which will be provided to Contractor along with Contractor's Overall Goal. The LIWP Package Calculator will be used to ensure that the combined cost of measures in a job package, the Package Cost, does not exceed the Target Cost and therefore qualifies for reimbursement. Use of the tool, reporting and reimbursement procedures and requirements are detailed in Sections 6.5 and 7.1.
- C. To assist Contractor in monitoring progress toward attainment of its Overall Goal of GHG reduction, a "dashboard" report, updated periodically, will be available on CSD's webpage. The dashboard will show the amount of GHG reduction attained to date and the total LIWP expenditures to date, as well a percent to total, comparing production/expenditures to Contractor's goals for each Program component. To better assist Contractor to attain the benchmark production goals referenced in Section 1.10, Contractor and CSD will work jointly to address shortfalls and disparities between Contractor's production and goals and mode of operations in order to remedy problems and take corrective action.
- D. There shall be a separate allocation for the SWH component of the Program and it shall be subject to unique reporting and reimbursement requirements.
- E. Since Contractor's total LIWP expenditures, including administration, support, general operating and direct program costs, ultimately determine the cost-effectiveness of Contractor's LIWP allocation, Contractor should endeavor to control costs below the limitations of expenditure caps and the Target Cost, i.e. the minimal standard for reimbursement.
- F. Considering the LIWP program design and implementation model is new, the parties acknowledge that adjustments may be necessary as greater experience and more information become available, resulting in the need for contract amendments, changes in program guidance and modification in Contractor's LGS, to include adjustments in the Overall Goal and Target Cost. And, while the Program must be structured in a manner that is reasonable, practicable and fair both to the Contractor and to the State, the parties acknowledge that an inability to reduce GHG emissions on a cost-effective basis, whether due to inefficiency or to

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impractical or unattainable goals, the net result will likely be a loss of funding or the reallocation of GGRF monies to other LIWP program components, or to other Cap and Trade programs.

1.10 Production Benchmarks and Funding Availability

- A. Upon execution of this Amendment, Contractor shall be authorized to expend up to fifty percent (50%) of the contract amount referenced in Section 1.4 and as reflected on the LGS, with fifty percent (50%) held in reserve.
- B. Access to, and authorization to expend, the remaining fifty percent (50%) of the contract amount shall be conditioned on Contractor meeting performance benchmarks and program compliance requirements during Production Phase I (June 1, 2015 through September 30, 2015), in accordance with the following process and procedures:
 - 1. During the month of October 2015 CSD will review and evaluate Contractor's Phase I performance data (percentage of Overall Goal attained), outcome indicators, as well as conduct technical program analyses to determine the disposition of Contractor's remaining funds.
 - 2. If, after review and evaluation of Contractor's performance, CSD determines that Contractor has, as of September 30, 2015, attained no less than thirty percent (30%) of Contractor's assigned Overall Goal, as reflected on the LGS, and that Contractor has otherwise fully complied with expenditure and reporting requirements, CSD shall authorize Contractor in writing to expend the remaining fifty percent (50%) of the total contract amount.
 - 3. CSD may, at its sole discretion, extend the benchmark date by which Contractor must attain the benchmark production referenced in subparagraph 2, and may authorize Contractor to expend the remaining fifty percent (50%) of Contractor's allocation upon reaching such benchmark, if CSD reasonably determines that Contractor is able to attain the production level required under this Agreement and to comply substantially with other program and reporting requirements.
 - 4. If CSD reasonably determines that Contractor has failed to attain its benchmark goal and to comply with expenditure and reporting requirements referenced in subparagraph 2 above, CSD may redirect all or some portion of the remaining contract amount to other service providers or other LIWP program components, in accordance with the provisions of Article 4 of this Agreement, provided Contractor is fully compensated for all allowable costs incurred.

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- C. Additional Benchmark Production Requirements.
1. Contractor shall have attained sixty-five percent (65%) of Contractor's Overall Goal by the end of Production Phase II (October 1, 2015 through January 31, 2016) and one-hundred percent (100%) by the end of Production Phase III (February 1, 2016 through May 31, 2016).
 2. During the month of February 2016 CSD will conduct another detailed review of Contractor's performance data and outcome indicators similar to the October 2015 review. If CSD determines that Contractor has failed to attain at least sixty-five percent (65%) of Contractor's Overall Goal by January 31, 2016, or such later date as CSD, at its sole discretion, may specify, and/or further that Contractor has failed to comply with expenditure and reporting requirements, CSD may redirect all or some portion of the remaining, unspent contract amount to other service providers or other LIWP program components, in accordance with the provisions of Article 4 of this Agreement, provided Contractor is fully compensated for all allowable costs incurred.
- D. CSD shall review Contractor's production with respect to all three program components, SFWx, SMFWx and SWH for purposes of determining whether Contractor has met the Production Phase I and Phase II production benchmark requirements set forth in paragraphs B and C of this section. Because Contractor is accorded discretion with respect to the manner and timeframe in which the carbon reduction goal for each of the three program components is attained, the thirty percent (30%) and sixty-five percent (65%) production benchmarks shall be based on Contractor's Overall Carbon Reduction outcomes, without regard to levels of production for each program component.
- E. Contractor shall be reimbursed for costs incurred during the Production Phase in accordance with: 1) the principles set out in Section 1.11; and 2) the provisions in Article 6 of this Agreement.

1.11 Production Phase Overview – Workforce Development

Contractor shall, in conjunction with the installation of weatherization and energy efficiency measures, as set forth in Sections 1.6 and 1.8, advance the workforce development objectives of LIWP, by training and hiring individuals residing in the DACs to the greatest extent possible, consistent with Contractor's business model. Contractor's ability to advance the Program's Workforce Development objectives and other specified co-benefits will be considered by CSD when future LIWP allocations are considered by CSD.

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ARTICLE 2 – RAMP-UP PHASE ACTIVITIES AND CONTRACT REQUIREMENTS

2.1 Amendment as Primary Contract

The parties agree that this document, termed “Amendment” shall serve the primary contract between the parties regarding LIWP, that no Ramp-up Agreement will be executed, and that all matters herein referencing “Ramp-up” shall be subject to the provisions of this article.

2.2 Meeting Ramp-Up Requirements and Reimbursement

Since the purpose of a ramp-up contract is to prepare for the production phase of program implementation, the Parties hereto agree that Contractor shall demonstrate its ability to implement LIWP in accordance with this Agreement by providing the following contract deliverables:

- A. Documentation showing that no less than eight inspectors have been training in Solar Water Heating.
- B. Documentation showing that outreach activities have been conducted to include:
 - 1. Tear sheets of advertising conducted, or similar descriptive documentation;
 - 2. Map of census tract areas or descriptive documentation of map, with summary of qualifying address; and
 - 3. Sample of fliers distributed.
- C. Upon receipt of deliverables documentation, CSD shall review and, if sufficient for the purpose intended, notify Contractor of approval. Once CSD’s approval is given, Contractor may submit reimbursement request for cost of deliverable items and activities referenced in Paragraph B, in an amount not to exceed \$12,000.
- D. Payments made in accordance with Paragraph C shall be from a ramp-up allotment in the amount of \$40,000, provided to Contractor by CSD for such purpose. Contractor may, with CSD’s advanced written approval, incur such additional expenditures for ramp-up activities as are necessary for the implementation of this Agreement, in an aggregate amount not to exceed \$40,000.
- E. Contractor shall utilize all unspent funds from its ramp-up allotment for direct program expenses, in accordance with Subpart C of this Agreement, and may, for such purpose, transfer funds at any time, using CSD Form 509.

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ARTICLE 3 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

3.1 Base Contract, Amendments and Whole Agreement

- A. This Agreement consists of two parts, which together, as amended in future phases of the contract, constitute the whole agreement between CSD and Contractor.
- B. Part I is the “Base Contract” which consists of the following:
 - 1. The face sheet (Form STD 213) which specifies:
 - a. the parties to the Agreement;
 - b. the term of the Agreement;
 - c. the maximum dollar amount of the Agreement or applicable phase of the Agreement; and
 - d. the authorized signatures and dates of execution.
 - 2. The Preamble, Article 1 and Article 2
- C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through F, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials, necessary for program implementation. It is contemplated that some of the provisions of Part II may be changed or supplemented by amendment in connection with future phases of the Program, as operational and technical requirements change in order to meet the standards and goals for greenhouse gas reduction and other mandates, specified by the California Air Resources Board (ARB) and other authorities with jurisdiction under applicable law.
- D. Agreed upon Contract Execution Provisions and Procedures
 - 1. Only Part I, the Base Contract, will be exchanged by the parties for execution with original signatures, fully executed copies being retained by each party.
 - 2. Part II, Administrative and Programmatic Provisions, as amended, is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
 - 3. CSD shall maintain a certified date-stamped “hard copy” of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, “locked-down” version of Part II on CSD’s “LIWP Provider Website,” which may be accessed by Contractor, “down-loaded” and printed at Contractor’s option.

**STANDARD AGREEMENT
PART I**

4. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in paragraph D of Section 1.5 with respect to Program Guidance, or as provided in Section 4.2 of Part II, Subpart A, Article 4, with respect to minor modifications. Upon such amendment of any provision of Part II, the amended version shall be date-stamped and locked-down until such time as a subsequent Agreement or amendment is executed by the parties.

3.2 State Contracting Requirements – “General Terms and Conditions, GTC 610”

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety are in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

3.3 Contractor’s Option of Termination

- A. Contractor may, at Contractor’s sole option, elect to terminate this contract in lieu of adherence to the procedures set out in paragraph D of section 1.5, should Contractor determine that any subsequent Program Guidance or proposed amendment to the contract is unjustifiably onerous or otherwise inimical to Contractor’s legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:
 1. Such notice of termination is in writing and effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
 2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the Program Guidance or proposed amendment in question.
- B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the Program Guidance and contract provisions in effect at the time the cost was incurred.
- C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.
- D. CSD may at its option, without further obligation to Contractor, procure a replacement provider for Contractor’s service area in accordance with this Agreement, LIWP Program Guidance and state law.

**STANDARD AGREEMENT
PART I**

3.4 State Budget Contingency

- A. It is mutually agreed that if funds are not appropriated for implementation of LIWP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon CSD's written notice to Contractor that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.
- B. If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall, at its sole discretion, have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

3.5 Miscellaneous Provisions

- A. **Assignment.** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- B. **Merger/Entire Agreement.** This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- C. **Severability.** If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- D. **Notices.** Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be

**STANDARD AGREEMENT
PART I**

delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor's address of record; and
2. To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

S:\Admin\CSU\Contracts 5-11-2015\LIWP - Low Income Weatherization Program\CAP Riverside\2015
LIWP Production Amendment Part I for Riverside.docx

LOW-INCOME WEATHERIZATION PROGRAM (LIWP) BUDGET

Agency Name: Community Action Partnership of Riverside		Contract Number: 15K-6015	Program Year 2015
Prepared By: Name Melanie M. Holsey	Title Accountant II	E-mail Address: Mholsey@capriverside.org	
Name of Qualifying RME/RMO: TruTeam, Reliable	Class "B" Contractor's License No.: 221517, 704414	License Expiration Date: 9/30/15, 3/31/17	Telephone Number: 951-955-4900
TOTAL CONTRACT AMOUNT			\$ 1,314,808
10 - RAMP-UP COSTS			
1	Ramp-up Administrative Costs	<i>Not to exceed</i> \$ 2,000	\$
2	Ramp-up Activities		\$ 11,354
3	TOTAL RAMP-UP COSTS (Total of Lines 1-2)	<i>Not to exceed</i> \$ 40,000	\$ 11,354
20 - ADMINISTRATIVE COSTS (Not to exceed 5% of Total LIWP Allocation inclusive of Ramp-up Administrative Costs)			
1	Administrative Costs		\$ 65,740
2	Administrative Equipment (\$5,000 or more)		\$
3	TOTAL ADMINISTRATIVE COSTS (Total of Lines 1-2)	<i>Not to exceed</i> \$ 65,740	\$ 65,740
30 - SUPPORT & GENERAL OVERHEAD COSTS (Not to exceed 17% of Total LIWP Allocation less Ramp-Up Allocation of \$40,000)			
1	Intake		\$ 95,130
2	Outreach		\$ 50,000
3	Training and Technical Assistance		\$ 50,000
4	General Overhead Costs		\$ 21,587
5	TOTAL SUPPORT & GENERAL OVERHEAD COSTS (Total of Lines 1-4)	<i>Not to exceed</i> \$ 216,717	\$ 216,717
40 - DIRECT PROGRAM COSTS			
1	Single Family Weatherization		\$ 634,795
2	Small Multi-Family Weatherization		\$ 318,774
3	Solar Water Heating		\$ 67,428
4	TOTAL DIRECT PROGRAM COSTS (Total of Lines 1-3)		\$ 1,020,997
50 - TOTAL COSTS (Total of Sections 10, 20, 30 and 40)			\$ 1,314,808



CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Low-Income Weatherization Program

PERIOD: June 1, 2015 through May 31, 2016

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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 6/4/15

Executive Director, CAP Riverside
Title

Brenda Green
Signature

County of Riverside
Agency/Organization

Date

Chairman, Board of Supervisors
Title

Signature

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

\\COBRA\Shared\Contracts\Low Income Home Energy Assistance Program\2015 LIHEAP\Certification Regarding Lobbying.doc



COMMUNITY ACTION COMMISSION OF RIVERSIDE COUNTY

BY-LAWS

Community Action Partnership of Riverside County
2038 Iowa Avenue, Suite B-102
Riverside, CA 92507

TELEPHONE: (951) 955-4900

WEBSITE: www.capriverside.org

Amended February 16, 2012

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**COMMUNITY ACTION COMMISSION
TO THE
COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY**

BY-LAWS

ARTICLE I

NAME AND PURPOSE

Section 1. Name:
The name of the organization is the Community Action Commission (CAC). The Community Action Commission is located in the City of Riverside, Riverside County, California.

Section 2. Purpose:
The County of Riverside as a political subdivision of the State of California designated itself as a Community Action Agency on July 1, 1979. The Community Action Partnership of Riverside County (CAP Riverside) has been designated as the Community Action Agency for Riverside County to serve as the County's anti-poverty agency. CAP Riverside is a public agency which is responsible for planning, developing and executing the community action program in the County of Riverside in order to alleviate poverty and promote self-sufficiency. The purpose of the CAC is to advise the Board of Supervisors of Riverside County on the administration of community action programs.

ARTICLE II

ORGANIZATION

CAP Riverside is comprised of the Board of Supervisors serving as the governing board, the CAC serving as the tripartite administering board and the paid staff of employees.

Section 1. Governing Board:
The designating officials for the local political subdivision are the Board of Supervisors of the County of Riverside in accordance with the provisions of Title 22 of California Administrative Code Division 11, Section 100610.

Section 2. Administering Board:
The CAC is an administering body established to satisfy the tripartite composition requirement pursuant to the California Government Code (CGC), Chapter 9, Article 6, Section 12752.1.

ARTICLE III

COMMISSION COMPOSITION

The CAC is a tripartite body composed of fifteen (15) members representing three sectors.

- Section 1. One third (1/3) of all seats shall be allotted to officials representing the public sector.
- Section 2. One third (1/3) of all seats shall be allotted to representatives of the low-income sector, with a restriction of one representation for each supervisorial district.
- Section 3. One third (1/3) of all seats shall be allotted to representatives of the private sector.
- Section 4. Each sector shall provide for alternative representation.

ARTICLE IV

COMMISSION SELECTION PROCEDURES

- Section 1. Public Sector:
The representatives of the public sector (5 members) shall be appointed by the League of California Cities, Riverside Division. They shall be elected officials of five cooperating cities, two (2) from the eastern and two (2) from the western portion(s) of the County of Riverside; the City of Riverside will hold one (1) permanent seat because of the concentration of population. Public members shall serve at the pleasure of the League.
- Section 2. Low-Income Sector:
The representatives of the low-income sector shall be persons chosen in accordance with democratic selection procedures outlined in regulations promulgated by the department to assure that the members represent the low-income and reside in the area served. Although representatives need not themselves be low-income, preference in selection shall be given to identified low-income candidates pursuant to CGC Section 12751(b).
- a. Candidate requirements:
- (1) Be at least 18 years of age.
 - (2) Reside in the supervisorial district where the vacancy exists.
 - (3) Submit an application to the CAC.
 - (4) May not be a CAP Riverside staff person or relative of staff, CAC member or member of the Board of Supervisors.

Section 3.

Private Sector:

In conjunction with the biennial Comprehensive Needs Assessment, the CAC shall determine the type of private sector representation from among law, labor, education, business, industry, health, social service and service organizations in accordance with CGC Section 12736(e) (3) and Title 22 of California Administrative Code, Division 11, Section 100605.

The representatives of the private sector shall be selected to ensure the CAC will have broad community involvement. The organizations selected shall correspond with the priority areas of the Comprehensive Needs Assessment.

Private sector organizations must be able to meet at least three of the following criteria:

- a. Provide special technical expertise useful to the CAP in addressing poverty-related problems in the County.
- b. Be broadly representative of groups or geographical areas in the County particularly affected by poverty-related problems.
- c. Have the ability to mobilize resources from the private sector in an effort to overcome poverty-related problems in the County.
- d. Provide linkages with other significant private sector programs addressing poverty-related problems within the County.
- e. Have the ability to effectively advocate on behalf of the CAP.

In addition to the criteria listed above, the representative shall be designated by letter from the organization selected by the CAC. Under no circumstances may a private sector representative be a sub-contractor with CAP Riverside.

Section 4.

Alternates:

Alternates may serve as officers of the CAC. Alternates shall function in all capacities except voting (See Section 4.e.).

a. Public Sector:

The alternate representative for the public sector shall represent the same city as the primary representative and must be able to speak and act on the officials behalf. The alternate may be another elected official or an administrative official of that city.

b. Low-Income Sector:

The alternate representative for the low-income sector shall meet all the requirements as the primary.

- c. Private Sector:
Alternate representatives for the private sector may be recruited from different organizations than the primary representative, in order to achieve maximum feasible participation. The procedure provided in Article IV, Section 2 should be followed when selecting an alternate. The alternate representative for the primary private sector representative shall be designated by letter from the organization selected by the CAC.
- d. Alternate-At-Large:
The alternate-at-large representative of the low-income sector shall be a member of the Head Start Policy Council. This representative may vote in the absence of both the primary and alternate from any supervisorial district. This measure is a safeguard against an inadequate quorum of low-income representatives.
- e. Voting:
The alternate representative may not vote when the primary representative is present.

Section 5. Terms of Office For Each Sector:

Terms of office shall be two six year terms (twelve years total) for all the sectors of the tripartite CAC.

- a. Public Sector Representatives:
Public sector representatives and their alternates shall serve at the pleasure of the Mayors' and Councilmembers' Conference and the cities that they represent.
- b. Low-income Sector Representatives:
 - (1) Election of the low-income representatives shall be held every six years in accordance with CGC Section 12751(b).
 - (2) Elections and terms of each low-income representative shall be staggered to provide for continuity: representatives of supervisorial districts 1,3, and 5 shall be elected at the same time; representatives of supervisorial districts 2 and 4 shall be elected at the same time.
- c. Private Sector Representatives:
 - (1) Appointments of private sector representatives shall be made every six years or at the pleasure of the organization that appointed them.
 - (2) Appointments and terms of private sector representatives shall be staggered to provide for continuity. Representatives of three

organizations shall be appointed at the same time; representatives of the remaining two organizations shall be appointed at the same time.

- (3) Appointments shall be made between June 30 and December 31 following the Local Plan process.
- (4) Members who serve in a sector a total of twelve (12) years must leave the CAC for one year before returning to the same sector.
- (5) A member may serve on the CAC in another sector following two full terms if the basic requirements for the new sector are met.

Section 6. Vacancies:

- a. Public Sector Vacancies:
When the seat of a public sector representative is vacant, the CAC shall ask the cooperating city to select another elected/administrative official to fill the seat for the remainder of the term.
- b. Low-Income Sector Vacancies:
When the seat of a primary low-income sector representative becomes vacant, the alternate shall assume the vacancy unless the alternate chooses to remain in alternate status.
 - (1) If an alternate low-income vacancy occurs, the CAC reserves the right of appointment to fill the vacancy.
 - (2) The remaining low-income representatives shall interview and nominate a low-income representative to fill the vacancy and the CAC upon a vote at the next regular meeting shall seat the person.
- c. Private Sector Vacancies:
When the seat of a primary or alternate private sector representative is vacant, the CAC shall ask the designating organization to name another representative to fill the seat for the remainder of the term.
- d. Resignations:
Representatives of any sector may resign the position with written notification to the CAC.

Section 7. Conflicts:

Each Commissioner shall certify that he/she is not in conflict of interest in accordance with applicable state or local requirements.

- a. A Commissioner may not vote on matters involving recommendations for funding of an organization if:
 - (1) The Commissioner or an immediate family member is employed by the proposed delegate agency or organization.
 - (2) The Commissioner sits on the board of a proposed delegate agency or organization.
- b. Neither commissioners nor members of their immediate family can be employed by CAP Riverside or receive a salary from programs funded by CAP Riverside.

ARTICLE V

POWERS OF THE COMMISSION

- Section 1. Reference to Delineation of Powers Agreement:
The powers of the CAC are set forth in a Delineation of Powers agreement that complies with the provisions of CGC Section 12752.1 and was approved by the Governing Board and the CAC. The Delineation of Powers agreement is attached hereto as Exhibit A and is incorporated herein by this reference.
- Section 2. Communication with the Board of Supervisors:
The CAC shall make recommendations to the Board in a timely manner on community action matters for which only the Board has authority or on matters requiring Board action. Communication from the CAC shall be forwarded by the Chairperson to the Executive Director who shall distribute accordingly.
- Section 3. Community Involvement:
The CAC shall be a continuous and effective mechanism for securing community involvement in community action programs.
- Section 4. Commission Rules and Procedures:
The CAC shall have the power to determine, subject to state and local policies, its own rules and procedures, for example:
 - a. Election of officers.
 - b. Time, date and place of meetings.
 - c. Matters of representation.
 - d. Establishment of standing and ad hoc committees.
 - e. Similar provisions that affect the CAC.

Recommended rules and procedures such as CAC size, compensation, staff support and similar provisions that directly affect CAP Riverside

shall be submitted to the Board of Supervisors for approval.

- Section 5. Annual Meeting with the Board of Supervisors:
The CAC shall hold a minimum of one joint meeting per year with the Board of Supervisors subject to mutual agreement.

ARTICLE VI

OFFICERS AND DUTIES

- Section 1. Officers:
Officers of the CAC shall be the Chairperson, Vice-Chairperson and Secretary. Terms of office shall be for one year.
- Section 2. Duties:
- a. Chairperson:
The Chairperson of the CAC shall preside over regular and called meetings of the CAC and the Executive Committee, and shall provide the initiative and leadership necessary to their proper functioning, with assistance of the Executive Director. He/she serves as the CAC's point for communications with the Board of Supervisors and the principle point for communicating the CAC's decisions and directives to the Executive Director regarding CAP Riverside.
 - b. Vice-Chairperson:
The Vice-Chairperson shall serve as Chairperson in the absence of the Chairperson and as Chairperson of the Planning, Evaluation, and Finance Committee (PE&F).
 - c. Secretary:
The Secretary shall be responsible for ensuring that minutes of each official meeting of the CAC is recorded and presented to the CAC, and that any errors in the minutes is corrected. The Secretary shall also be the official signatory of documents and records of the CAC. The Secretary may obtain services and assistance through the Executive Director in recording of minutes and in maintaining custodial files of the CAC's documents and records.

The Secretary shall serve as Chairperson of the Membership Committee.
 - d. Ex-Officio Member:
The immediate past Chairperson shall serve ex-officio on the Executive Committee. On the occasion that the immediate past Chairperson is no longer a member of the CAC, the next previous past Chairperson shall serve as ex-officio.

Section 3. Election of Officers:

- a. Election of each officer shall be conducted at the regular meeting of the CAC in November of each year. Officers shall take office and assume duties in January and shall serve one calendar year.
- b. The Chairperson may appoint or special elections may be called to fill any officer vacancies.
- c. No officer shall serve in the same position for more than two (2) consecutive terms.

ARTICLE VII

CODE OF ETHICS

Section 1. Conduct:

Members of the CAC shall conduct themselves in accordance with the Code of Ethics (Exhibit B).

Section 2. Removal of a Primary or Alternate Commissioner:

- a. Public sector representatives may be removed from the CAC only by the cooperating City or the League of California Cities – Riverside Division. However, the CAC may petition the City or the League to remove a representative for cause.
- b. Representatives on the CAC from the low-income sector may be removed for cause as defined by the Riverside County Standards of Conduct, County Ordinance 440 or on the following grounds:
 - (1) Absence from three consecutive meetings, or six meetings in a calendar year, without regard to whether absences are excused or unexcused.
 - (2) When no longer a resident of the supervisorial district in which elected.
- c. Representatives on the CAC from the private sector may be removed for cause as defined by the Riverside County Standards of Conduct, County Ordinance 440 or on the following grounds:
 - (1) Absence from three consecutive meetings, or six meetings in a calendar year, without regard to whether absences are excused or unexcused.

- (2) When no longer a member of the participating organization.
- d. To remove a private sector representative for cause, the CAC may petition the participating organization.
- e. A determination for removal shall be made by the CAC on the recommendation of the Executive Committee.
- f. The process for removal shall be as follows:
 - (1) The Executive Committee shall hold an interview with the commissioner(s) involved.
 - (2) A recommendation of removal for cause shall be submitted by the Executive Committee to the entire CAC no less than ten (10) days before the next regular meeting.
 - (3) A two-thirds vote of the CAC, excluding vacancies, shall be required to approve removal.

Section 3. Removal From an Office of the CAC:

- a. Officers of the CAC may be removed for cause.
- b. The officer must be given notice and documentation of cause in a manner determined by the CAC.
- c. The officer shall be offered a hearing prior to removal.
- d. A two-thirds vote of the CAC present is required to remove an officer. Voting shall be conducted by closed ballot, either in person or by mail.

Section 4. Removal Based on Absenteeism:

Any primary or alternate commissioner of the CAC can miss no more than three consecutive meetings, or six meetings in a calendar year. Absence from three consecutive meetings, or six meetings in a calendar year, whether excused or not, may be cause for removal.

- a. The CAC shall give notice of this provision to any member absent from two consecutive meetings.
- b. Upon the occurrence of three consecutive absences, the CAC shall vote that the Chairperson forward a letter to the member citing the grounds for removal.

- c. A commissioner may request to be granted a leave of absence for no more than a three month period. The request must be approved by the Chairperson of the CAC. The leave of absence will be in effect from the date of approval. The attendance requirement shall not apply when a commissioner is on an approved leave of absence. Said commissioner may re-apply for subsequent three-month leaves of absence for extenuating circumstances pending a majority vote of the CAC.

ARTICLE VIII

COMMITTEES AND DUTIES

Standing committees may be formed as needed by a majority vote of CAC members present. Each committee serves as a working extension of the CAC in its consideration of issues, opportunities and plans in the area of the committee's particular attention. As such, the committee shall receive assignments from and report findings and recommendations to the CAC.

Section 1. Executive Committee:

The Executive Committee shall be composed of the officers of the CAC. The CAC Chairperson shall serve as Chairperson of the Executive Committee.

- a. The Executive Committee shall only transact routine and ordinary business between meetings of the full board; therefore, CAP Riverside policy considerations or matters of significant impact on the community cannot be transacted.
- b. The CAC Chairperson, on behalf of the Executive Committee, shall approve the agenda prepared by the Executive Director for each regular monthly meeting.

Section 2. Planning, Evaluation and Finance Committee:

The Vice-Chairperson shall serve as Chairperson of the Planning, Evaluation, and Finance Committee (PE&F). It shall be composed of at least three members, one from each sector and shall recommend action to the CAC for vote; the Committee shall make recommendations on grant applications, needs assessment, selection of delegate agencies and other program and funding matters.

Section 3. Membership Committee:

The Secretary shall serve as Chairperson of the Membership Committee. It shall be composed of at least three members, one from each sector and shall monitor and insure that the CAC composition is in compliance with the by-laws.

Section 4. Legislative Committee:

The Legislative Committee shall be composed of at least three members, one from each sector and shall make recommendations on legislative matters and report to

the CAC on such matters.

Section 5. Energy Task Force:

The Energy Task Force shall be composed of at least three members, one from each sector, along with non-members who are identified by the organization, and shall make policy recommendations to the Board and CAC and program recommendations to the energy programs.

Section 6. Ad-hoc Committees:

In addition to Standing Committees, the CAC operates with special (ad hoc) committees as their need arises. The Chairperson of each special committee shall be appointed by the CAC Chairperson at inception of the committee. The purpose of the committee must be incorporated in writing or orally in the creating motion. When the committee's purpose has been achieved, the committee shall be dissolved.

Section 7. Chairpersons of the Standing Committees:

The Chairperson of each standing committee shall be appointed by the CAC Chairperson. The standing committee chairperson shall be responsible for providing the leadership and direction necessary to carry out the committee's goals and functions. The committee chairperson shall be expected to report on the committee's activities at the regular CAC meetings.

Section 8. Committee Rules:

The following rules govern standing and ad hoc committees:

- a. All standing committee membership shall be divisible by three and fairly reflect the composition of the CAC to the extent possible, with exactly one-third public officials, one-third private and at least one-third representatives of the low-income.
- b. The CAC members shall volunteer for committees, subject to approval by the CAC.
- c. Committees may be empowered by the CAC to act for the full CAC in deliberating an issue and reaching a decision or taking action, subject to ratification at the next CAC meeting.

ARTICLE IX

MEETINGS OF THE COMMISSION AND COMMITTEES

- Section 1. Public Meetings:
All meetings of the CAC shall be subject to the Brown Act.
- Section 2. Quorum:
A quorum is comprised of fifty-one percent (51%) of current membership of the CAC and includes 51% low-income representation. A quorum must be present while the meeting is in session. Each attending Commissioner shall sign the attendance roster which is filed at the CAP Riverside.
- Section 3. Meeting Rules:
The CAC and each committee of the CAC shall conduct their meetings and discharge their duties in accordance with the rules and procedures which the committee sets for itself on the occasion of its first meeting following appointment of its slate of members. The meetings of the committee are called by its chairperson at least three days in advance notice of the meeting.
- Section 4. Minutes:
Minutes of the CAC meetings shall be in accordance with rules establishing tripartite advisory bodies 100605(2).
- a. Written minutes shall be kept for each meeting.
 - b. The minutes shall include a record of votes on all CAC motions.
 - c. The minutes of previous meetings shall be sent to all CAC members at least five days before the meeting.
 - d. The minutes shall be made available for public inspection and translated when necessary. Minutes shall be recorded by the Executive Secretary of CAP Riverside. The Executive Secretary shall be responsible to ensure that minutes of each official meeting of the CAC is recorded and that the minutes are presented to the CAC for correction of any errors. The Executive Secretary is also the official custodian of documents and records of the CAC including minutes, committee reports, and correspondence to the CAC.
 - e. The CAC Secretary shall sign the official minutes upon approval.
- Section 5. Proxy Voting:
Proxy voting by any CAC member shall be prohibited at meetings of the CAC or its committees.

Section 6. Compensation:
Allowances for representatives of the low-income and reimbursements to all members of the Commission for expenses are permitted for Community Services Block Grant (CSBG)-related activities. Allowance may be defined as reimbursement for childcare, travel, and certain meals.

Section 7. Robert's Rules for Conduct of Meetings:
Robert's Rules of Order, newly revised, shall serve as the rules for the conduct of CAC meetings and for parliamentary procedures within each meeting, except: (1) When Robert's Rules are in conflict with these by-laws, the by-laws prevail; (2) The Chairperson may vote in CAC meetings and committee meetings; (3) Any Robert's Rules may be suspended by a simple majority vote of the commissioners present, in which case the by-laws take precedence. In those cases where Robert's Rules offer alternatives in procedures and conduct, the alternative which is to apply is adopted by approved motion at the time the issue exists. Such a motion is approved by simple majority of those CAC members present.

Section 8. Committee-of-the-Whole:
When there is not a quorum present, the group shall meet as a Committee-of-the-Whole and shall receive reports. If it becomes necessary, and if there is a quorum of the Executive Committee present, they may take action.

ARTICLE X

AMENDMENT OF BY-LAWS

Section 1. Amendments Without Consent of the Board of Supervisors:
The CAC may amend, without consent of the Board of Supervisors, those elements of these by-laws which: (1) define the officer positions of the CAC; (2) define the method, frequency and timing by which each commissioner is elected to his/her official position; (3) define the standing committees of the CAC, and (4) define the rules for the conduct of official meetings of the CAC or any of its committees when a quorum is present for such meeting. A minimum of ten (10) days advance notice shall be given in writing to members of the CAC informing them that their deliberations will include proposed amendments to the by-laws.

Section 2. Voting on Recommended Amendments:
An affirmative vote of a quorum of the Commissioners is required to approve an initiative which would amend the by-laws or which recommends such a matter to the Board of Supervisors.

Section 3. Notification for By-Laws Changes:
Every member of the CAC must be notified at least ten (10) days in advance of any meeting at which the CAC is to consider amendments to,

or recommendations of amendments to the by-laws unless such consideration is raised during a meeting of the full membership of the CAC, in which case the requirement of prior notice is waived.

Section 4. Copy to CSD:

A copy of CAC By-Laws and all amendments shall be submitted to the California Department of Community Services and Development in accordance with CSBG Regulation 100605(2) (3) and CGC Section 12751.

ARTICLE XI

PUBLIC ACCESS TO RECORDS

Any person who wishes to inspect or copy CAC records regularly maintained by the CAP Riverside may do so after making a request to the CAC. Information and records will be made available to the requestor in accordance with the Freedom of Information Act (5 U.S.C. 552), except information and records which are exempt from the requirements of disclosure pursuant to the Federal Privacy Act of 1974, as amended.

ARTICLE XII

DEFINITIONS

Designating Officials or Governing Board or Board	The Riverside County Board of Supervisors.
Community Action Partnership of Riverside County (CAP Riverside)	The Community Action Agency of Riverside County is referred to herein as the CAP Riverside and consists of a governing board, a Community Action Commission and a paid staff of employees under the supervision of the Executive Director.
Community Action Commission (CAC)	A tripartite body composed of five representatives of the public sector, five representatives of the private sector and five representatives of the low-income sector and an equal number of alternates for each sector.
County Executive Officer (CEO)	The CEO is the officially designated person to act as liaison between the governing board, the CAC and CAP Riverside paid staff of employees.

Ratification

Authority retained to approve acts, policies, or procedures of a subordinate agency or element.

CSBG

Community Services Block Grant

CGC

California Government Code

CAP

Community Action Partnership

CSD

California Department of Community Services and Development

EXHIBIT A

County of Riverside
Community Action Agency
DELINEATION OF POWERS
BETWEEN GOVERNING BOARD AND COMMUNITY ACTION COMMISSION

Revised 10/20/97

It is the desire of the Board of Supervisors of the County of Riverside in their capacity as the Governing Board of the Community Action Agency (CAA), to maintain relationships with the Community Action Commission (and other organizational elements of the CAA and community), which are harmonious and most conducive to effective performance of the Community Action Program in Riverside County. The following delineation of powers between the Governing Board and the Community Action Commission recognizes that certain responsibilities exist which the Governing Board cannot delegate under the terms of Senate Bill 161 and the California Administrative Code relating to the Community Services Block Grant. This specifically includes responsibility for proper use of funds and the continued viability of the program of the CAA.

I. POWERS OF THE GOVERNING BOARD:

The Governing Board, within the framework of SB 161 and CSBG regulations and other applicable funding sources will:

- A. Approve fiscal policies, program applications and proposals, budgets and reports per Sections 700725-100730-100735.
- B. Approve all program plans and priorities per Section 100655 of the CSBG Regulations.
- C. Select the Director
- D. Direct the CAA to undergo annual audits
- E. Approve the By-Laws for the Community Action Commission per Section 12752.1 of Government Code.
- F. Retain authority to expand or contract, to alter or amend any of the powers or responsibilities delegated to the Community Action Commission.

II. POWERS OF THE COMMUNITY ACTION COMMISSIONS:

The Community Action Commission shall have the following duties and responsibilities:

- A. Make recommendations to the Governing Board concerning the exercise of any of the Board's powers.
- B. Supervise all programs, administrative and financial policies and procedures adopted by the governing officials for the implementation and conduct of programs by the DCA.
- C. Supervise adherence to all policies and standards of the Department of Community Services and Development.
- D. Assist the Governing Board on the selection and evaluation of the Director.
- E. Select its own officers, executive committee and/or other committees in accordance with the By-Laws of the Community Action Commission.

The governing Board will give the Community Action Commission sufficient notice of any action that it deem appropriate in order to allow the Community Action Commission an opportunity to advise.

The Community Action Commission will make recommendations will make recommendations to the Board in a timely manner on Community action matters requiring action by the Board.

The Governing Board will provide for direct communication with the Community Action Commission.

The Community Action Commission shall be a continuous and effective mechanism for securing community involvement in community programs.

With regards to Commission membership, the Community Action Commission will report to the Board of Supervisors.

- A. Public sector representative designed by their respective cities.
- B. Low-income sector representatives following elections.
- C. Private sector representatives designated by their respective organizations.

These reports will be made at the Joint Meeting held annually.

The term "supervise" in part II, items B and C above shall be defined as the delegation of the authority to periodically review, investigate and evaluate the adherence of the staff of the DCA and sub-contractors (i.e. delegate agencies) to the policies and procedures established by the Department of Community Services and Development and by the Board of Supervisors of the County of Riverside for the implementation of the Community Action Program. It is recognized that authority for the day-to-day supervision of the DCA and Community Action Program is vested in the Executive Director of the DCA; however, the Community Action Commission may request that the Director provide them with timely and detailed reports on the implementation and administration of the Community Action Program in Riverside County.

EXHIBIT B



COMMUNITY ACTION CODE OF ETHICS

We, as the Community Action Commission ever respectful of cultural diversity, dedicate ourselves to *helping people - changing lives* by advising the Board of Supervisors and providing oversight to Community Action Partnership of Riverside County (CAP Riverside) in order that low-income people will have decency and dignity, we commit ourselves to:

1. Recognize that the chief function of the community action movement at all times is to serve the best interest of the poor.
2. Keep the community informed about issues affecting the poor and to facilitate communication among the poor, the non-poor private sector, and locally elected public officials.
3. Accept as a personal duty the responsibility to keep up-to-date on emerging issues and to conduct ourselves with professional competence, with respect and fairness to one another and to staff.
4. Conduct our organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication, and compassion.
5. Exercise the authority we have under the law and the delegated authority from the Board to promote the interest of the poor.
6. Demonstrate the highest standards of personal integrity, truthfulness, and fortitude in our community action activities in order to inspire confidence.
7. Perform our administering duties in such a way so as not to realize undue personal gain and avoid any interest or activity which conflicts with the conduct of our official duties.
8. Protect confidentiality in the course of our official duties.
9. Observe protocol in board and staff relations.
10. Serve the community action movement with respect, concern and responsiveness, recognizing that service to the poor is beyond service to oneself.

**EXHIBIT D - ATTACHMENT I
EXECUTIVE DIRECTOR AND BOARD ROSTER**

Agency Name Community Action Partnership of Riverside County

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

Submitted By Anthony Martinez

Received by CSD

Note: List all vacancies within the board. Indicate vacancy title and date of vacancy in the "Name" field

Name	Title/Position	Address	Phone Number	Email
Brenda Freeman	Executive Director	2038 Iowa Avenue, Suite B-102, Riverside, CA 92507	(951) 955-3563	Bfreeman@capriverside.org
Susan McKee	Board Chair, Primary, Private Sector	University of California, Riverside, Assistant Vice Chancellor 900 University Avenue, Riverside, CA 92521	(951) 827-2750	susan.mckee@ucr.edu
As a Public Agency, the Riverside County, Board of Supervisors and the County Purchasing Agent are the only authorized signers of the Contract.				
Dale Cook	Vice-Chairman, Public Sector, Alternate	City of Palm Springs, P. O. Box 2743, Palm Springs, CA 92263-2743	(760) 323-8198	Dale.Cook@palm Springs- ca.gov
Marvin Powell, Jr.	Secretary, Primary, District 2	3570 Second Street, Riverside, CA 92501	(951) 427-7710	marvinjr@gmail.com
J. Gene Walker	Past Chair, Primary, District 4	P O Box 5313, Palm Springs, CA 92263	(760) 778-1301	walker15@dc.rr.com
Teresa Hunter	Commissioner, Primary, District 1	2361 Prospect Avenue, Riverside, CA 92507	(951) 683-8773	sohappy831@yahoo.com
Art Garcia	Commissioner, Alternate, District 1	14190 Moonridge Drive, Riverside, CA 92503	(951) 525-0350	ib1mrg41@gmail.com
Penelope C. Engard	Commissioner, Primary, District 3	575 S. Lyon Avenue, Space 123, Hemet, CA 92543	(951) 846-9123	titracker1743@gmail.com
Mary Morse	Commissioner, Alternate, District 3	P. O. Box 2453, Idyllwild, CA 92549	(951) 634-4048	marymorse@humanrelationsc ouncil.com

Name	Title/Position	Address	Phone Number	Email
Carole Schaudt	Commissioner, Alternate, District 4	74-007 Oak Springs Drive, Palm Desert, CA 92260	(760) 567-3361	carole@carole-schaudt.info
Ernie Saldana	Commissioner, Primary, District 5	P. O. Box 1037, Cabazon, CA 92230	(951) 492-5250	abeear.12@hotmail.com
Randy D. Triplett	Commissioner, Alternate, District 5	P. O. Box 8566, Moreno Valley, CA 92552	(951) 992-8119	bishoptriplett@gmail.com
Art Welch	Commissioner, Primary, Public Sector	P. O. Box 998, Banning, CA 92220	(951) 769-3936	awelch5@verizon.net
Ana Sandoval	Commissioner, Alternate, Public Sector	P. O. Box 998, Banning, CA 92220	(951) 966-5390	asandoval@ci.banning.ca.us
Betty Sanchez	Commissioner, Primary, Public Sector	1516 6th Street, Coachella, CA 92236	(760) 398-3502	bsanchez@coachella.org
Jacob Alvarez	Commissioner, Alternate, Public Sector	1516 6th Street, Coachella, CA 92236	(760) 398-3502	jalvaraz@coachella.org
Ginny Foat	Commissioner, Primary, Public Sector	3200 East Tahquitz Canyon Way, Palm Springs, CA 92262	(760) 778-7832	ginny.foat@palmsprings-ca.gov
Tonya Burke	Commissioner, Primary, Public Sector	Mayor Pro Tem, 101 North D Street, Perris, CA 92570	(951) 943-6100	tburke@cityofperris.org
ALTERNATE Vacant 5-11-15	Commissioner, Alternate, Public Sector			
Mike Soubirous	Commissioner, Primary, Public Sector	3900 Main Street, Riverside, CA 92522	(951) 826-5991	msoubirous@riversideca.gov
Helen Barnes	Commissioner, Primary, Private Sector	2102 West Lincoln, Banning, CA 92220	(951) 675-4326	barnes.helen@outlook.com
Bill J. Perez	Commissioner, Alternate, Private Sector	1074 E. La Cadena Drive, Suite 15, Riverside, CA 92507	(951) 684-1040	btcbill@sbcglobal.net
Gail Ousley	Commissioner, Primary, Private Sector	VP of Community Engagement, 6215 River Crest Drive, Suite B, Riverside, CA 92507	(951) 697-4711	gousley@uwiv.org
Tiffany Baker	Commissioner, Alternate, Private Sector	27262 Via Industria, Temecula, CA 92590	(951) 514-2939 Ext. 111	tbaker@theempowermentcenterintl.com
Terri Vise	Commissioner, Primary, Private Sector	41840 Enterprise Circle North, Temecula, CA 92591	(951) 316-7293	terri.vise@nhcare.org

Bruce Kulpa	Commissioner, Primary, Private Sector	4250 Brockton Avenue, Riverside, CA 92501	(951) 341-0170	kulpabruce@aol.com
Irene Morales	Commissioner, Alternate, Private Sector	1040 Iowa Avenue, Suite 101, Riverside, CA 92507	(951) 368-2540	imorales@icls.org
Michael Wright	Alternate, Private Sector, Education	Riverside City College, Director Workforce Preparation 4800 Maenolia Ave, Riverside, CA 92506	(951)222-8968	Michael.wright@rcc.edu
Vacant	Alternate, District 2			
Vacant	Alternate-at-Large, Low- Income Representative			
Vacant	Alternate, Public Sector			
Vacant	Alternate, Private Sector, Health Care			