

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



**FROM:** Supervisor John J. Benoit, 4<sup>th</sup> District

**SUBMITTAL DATE:  
March 9, 2016**

**SUBJECT:** Approval of First Amended and Restated Agreement with Regional Access Foundation, Inc. (RAP) in the amount of \$1,400,000 for the Provision of Health, Mental Health & Juvenile Services

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the First Amended and Restated Agreement with RAP for the provision of Health, Mental Health and Juvenile Services in Eastern Riverside County (Agreement).
2. Authorize the Chairman to execute the Agreement.
3. Authorize the Chief Executive Officer (CEO) or his designee to approve up to five (5) annual extensions upon mutual agreement of the parties and within the financial parameters set forth in the Agreement.
4. Authorize the CEO or his designee to administer the Agreement.

**BACKGROUND:**

**Summary**

This Agreement is pursuant to the Cooperative Agreement by and between the County, the City of Palm Desert and the Palm Desert Redevelopment Agency (RDA) dated as of February 13, 1992 (Cooperative Agreement). Section 11 of the Cooperative Agreement provided for a Health and Juvenile Services Fund

*John J. Benoit*  
Supervisor John J. Benoit  
Fourth District Supervisor

Continued on page 2

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost:</b>	<b>POLICY/CONSENT (per Exec. Office)</b>
<b>COST</b>	\$ 1,400,000	\$ 1,400,000	\$	\$ 1,400,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$	\$	\$	\$	
<b>SOURCE OF FUNDS:</b> County Health and Juvenile Services Fund 4 <sup>th</sup> District				<b>Budget Adjustment:</b>	
				For Fiscal Year:	

**MINUTES OF THE BOARD OF SUPERVISORS**

A-30  Positions Added  
4/5 Vote  Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11a: Approval of First Amended and Restated Agreement with Regional Access Foundation,  
Inc. (RAP) in the amount of \$1,400,000 for Health, Mental Health and Juvenile Services**

**DATE: March 9, 2016**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

consisting of "an amount of tax increment equal to the amount of sales tax generated by the "site," which is the area added to the RDA Project Area 1, the Monterey Avenue projects.

On July 20, 1993 the County entered into an agreement with RAP to act on behalf of the County to provide the services set forth in the Cooperative Agreement. The funds provided pursuant to this Agreement are "pass through" funds paid to the County by the City and now Successor Agency to the former RDA for the specific purposes of providing health, mental health, and juvenile facilities and program needs in the eastern area of the County. The annual funding amount is based upon a reconciliation of the funds received annually for the Health and Welfare Fund.

The proposed First Amended and Restated Agreement further clarifies the requirements of the parties and provides for greater oversight by the County.

**Impact on Citizens and Businesses**

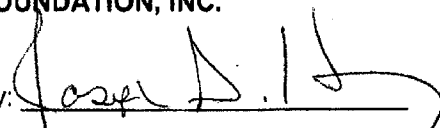
The services provided pursuant to this agreement provide valuable services to the citizens of the Coachella Valley in the area of health, mental health and juvenile services.

1 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized  
2 representatives to execute this Agreement.

3  
4 **COUNTY OF RIVERSIDE,** a political  
5 subdivision of the State of California

**REGIONAL ACCESS PROJECT RAP  
FOUNDATION, INC.**

6  
7 By: \_\_\_\_\_  
8 John J. Benoit, Chairman  
Board of Supervisors

By:   
Chairperson, Board of Directors

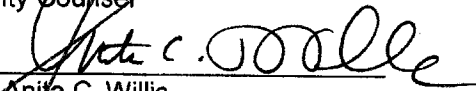
9  
10 Dated: \_\_\_\_\_

Dated: 12/17/15

11 **ATTEST:**  
12 Kecia Harper-Ihem  
13 Clerk of the Board

14 By: \_\_\_\_\_  
15 Deputy

16 **APPROVED AS TO FORM:**  
17 Gregory P. Priamos  
18 County Counsel

19 By:   
20 Anita C. Willis,  
Assistant County Counsel

1 **FIRST AMENDED AND RESTATED AGREEMENT**

2 **for**

3 **Health, Mental Health and Juvenile Services in the Coachella Valley**

4  
5 **Between**

6 **Regional Access Project RAP FOUNDATION, Inc.**

7  
8 **and**

9  
10 **County of Riverside**



1 THIS FIRST AMENDED AND RESTATED AGREEMENT ("Agreement") is made and  
2 entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between REGIONAL  
3 ACCESS PROJECT RAP FOUNDATION, INC., A California Nonprofit Benefit Corporation  
4 ("RAP FOUNDATION"), and the COUNTY OF RIVERSIDE, a political subdivision of the State  
5 of California, ("COUNTY").

6 RECITALS

7 WHEREAS, prior to 1993, COUNTY prepared a needs assessment to evaluate  
8 the provision of health, mental health, and juvenile services in eastern Riverside  
9 County;

10 WHEREAS, the assessment identified a variety of unmet health, mental health,  
11 and juvenile service needs;

12 WHEREAS, COUNTY appointed an advisory committee to make  
13 recommendations with respect to implementation of innovative solutions to these unmet  
14 needs;

15 WHEREAS, RAP FOUNDATION was formed at the recommendation of the  
16 advisory committee for the purpose of providing, or causing to be provided, health,  
17 mental health, and juvenile services;

18 WHEREAS, COUNTY found it advantageous and appropriate for RAP  
19 FOUNDATION and COUNTY to jointly implement innovative solutions to address unmet  
20 health, mental health, and juvenile service needs in Eastern Riverside County;

21 WHEREAS, COUNTY pursuant to Section 11 of that certain Cooperative  
22 Agreement between the COUNTY, City of Palm Desert and the Palm Desert Successor Agency  
23 (Successor in interest to the Palm Desert Redevelopment Agency), dated February 13, 1992  
24 (1992 Cooperative Agreement), COUNTY receives tax increment funding from the Palm Desert  
25 Successor Agency;

26 WHEREAS, in 1993 COUNTY engaged the RAP FOUNDATION to provide  
27 health, mental health, and juvenile services, in part, on behalf of COUNTY;

1           WHEREAS, the unmet need for health, mental health, and juvenile services in  
2 Eastern Riverside County continues to remain significant;

3           WHEREAS, on or about July 20, 1993, COUNTY and RAP FOUNDATION  
4 entered into an agreement ("Original Agreement") wherein COUNTY provided funding  
5 to the RAP FOUNDATION pursuant to the 1992 Cooperative Agreement;

6           WHEREAS, COUNTY wishes to continue engaging RAP FOUNDATION to  
7 provide such services, on behalf of COUNTY;

8           WHEREAS, a portion of the funds which the COUNTY provides to the RAP  
9 FOUNDATION are from taxes generated within the City of Palm Desert;

10           WHEREAS, COUNTY and RAP FOUNDATION mutually wish to modify and  
11 amend the terms and conditions of the Original agreement; and

12           WHEREAS, the above stated Recitals are hereby expressly made a part of this  
13 Agreement.

14           NOW, THEREFORE, in the joint and mutual exercise of their powers, and in  
15 consideration of the above premises and the mutual covenants herein contained and for  
16 other valuable consideration, the parties hereto agree as follows:

17   1.    **Description of Services**

18           1.1 RAP FOUNDATION is a regional organization providing health, mental health and  
19 juvenile services in Eastern Riverside County which includes the unincorporated communities  
20 of Bermuda Dunes, Mecca, North Shore, Oasis, Thermal, Thousand Palms and Mesa Verde  
21 and the Colorado River Communities, as well as the cities of Blythe, Cathedral City, Coachella,  
22 Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho  
23 Mirage. RAP FOUNDATION provides assistance through grants, technical assistance to tax  
24 exempt agencies and organizational service providers. Its programs include provision of  
25 services and capacity building through funding, oversight, guidance, technical assistance,  
26 education and training core areas of health, mental health and juvenile intervention. COUNTY  
27 desires to partner with RAP FOUNDATION to provide health, mental health and juvenile  
28 services directly and by providing assistance to local nonprofit organizations in order to

1 increase capacity for the provision of these services pursuant to the COUNTY's Action Plan.  
2 RAP FOUNDATION shall provide services designed to meet the main goals set forth in Exhibit  
3 A, SCOPE of SERVICES, attached hereto and incorporated by this reference not to exceed the  
4 amount stated in Paragraph 3.1.

5 **1.2** RAP FOUNDATION represents that it has the skills, experience and knowledge  
6 necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this  
7 representation. RAP FOUNDATION shall perform to the satisfaction of the COUNTY and in  
8 conformance and consistent with the highest standards of firms/professionals in the same discipline  
9 in the State of California.

10 **1.3** RAP FOUNDATION affirms this it is fully apprised of all of the work to be performed  
11 under this Agreement; and RAP FOUNDATION agrees it can properly perform this work at the fee  
12 stated in Paragraph 3.1. RAP FOUNDATION is not to perform services or provide products outside  
13 of the Agreement, unless by written request by the COUNTY.

14 **1.4** Acceptance by the COUNTY of RAP FOUNDATION'S performance under this  
15 Agreement does not operate as a release of RAP FOUNDATION'S responsibility for full  
16 compliance with the terms of this Agreement.

17 **2. Term**

18 **2.1** It is the intent of the County and RAP FOUNDATION that the provision of services  
19 pursuant to this Agreement continue as long as the funding provided pursuant to paragraph (b)  
20 of Section 11 of the Cooperative Agreement between the COUNTY, City of Palm Desert and the  
21 Palm Desert Successor Agency (Successor in interest to the Palm Desert Redevelopment  
22 Agency), dated February 13, 1992 (1992 Cooperative Agreement) remains available. It is the  
23 intent of the Parties that the COUNTY and RAP will enter into successive agreements to  
24 continue the provision of services contemplated under this Agreement as long as RAP remains  
25 in compliance with the terms and conditions of the Agreement.

26 Notwithstanding the foregoing statement of intent, the term of this Agreement shall run from the  
27 Effective Date through June 30, 2020. Thereafter, this Agreement may be extended for an  
28 additional period of 5 years, upon mutual agreement of the Parties. RAP shall notify the County

1 not less than ninety (90) days prior to the expiration of this Agreement of its request to extend  
2 for an additional 5 year term.

3 **3. Compensation**

4 **3.1** The COUNTY shall pay RAP FOUNDATION for services provided in Section 1.1  
5 for the services contemplated by this Agreement as further set forth in the SCOPE OF  
6 SERVICES defined in Exhibit A. Total compensation by COUNTY to RAP FOUNDATION shall  
7 not exceed the One Million Four Hundred Thousand Dollars (\$1,400,000) for the current year,  
8 including all expenses. The annual amount is subject to an annual reconciliation to ensure that  
9 the total funding each year is equal to the amount available pursuant to paragraph (b) of  
10 Section 11 of the 1992 Cooperative Agreement. Each year the funding will be adjusted up or  
11 down in accordance with the annual reconciliation to coincide with the amount of taxes actually  
12 collected pursuant to Section 11 of the Cooperative Agreement. Funds shall be disbursed in  
13 two semi-annual disbursements. The disbursement of funds shall occur on or before January 1.  
14 The second disbursement of funds shall occur on or before July 1. The COUNTY is not  
15 responsible for any fees or costs incurred above or beyond the contracted amount.

16 **3.2** Funds provided pursuant to this Agreement shall be used to support tax exempt  
17 organizations and agencies that provide services as set forth herein. Funds provided pursuant  
18 to this Agreement shall not be utilized for services outside the service area and/or outside the  
19 scope and focus of health, mental health and juvenile intervention.

20 **33** Funding for this Agreement is provided pursuant to the COUNTY obligation for  
21 payment of this Agreement is subject to availability of funds pursuant to the 1992 Cooperative  
22 Agreement. Further, the COUNTY obligation for payment of this Agreement beyond the  
23 current fiscal year end is contingent upon and limited by the availability of COUNTY funding  
24 from which payment can be made. No legal liability on the part of the COUNTY shall arise for  
25 payment beyond June 30 of each calendar year unless funds are made available for such  
26 payment. In the event that such funds are not forthcoming for any reason, COUNTY shall  
27 immediately notify RAP FOUNDATION in writing; and this Agreement shall be deemed  
28 terminated and have no further force and effect.



1           **3.4** All funds received by RAP FOUNDATION from COUNTY shall not be provided to  
2 any registered political parties, any political candidates, or any political campaigns.. No funds  
3 may be used for working for or against ballot measures or for or against the candidacy of a  
4 person for public office

5           **3.5** RAP FOUNDATION may expend up to twenty (20) percent of the grant amount  
6 for administrative costs, provided that such amounts are justified for the type and complexity of  
7 the program, and that there are records to document these changes.

8 Administrative costs may include, but are not limited to, the following categories:

9 :

- 10           1. Salaries, wages, and related costs of the RAP FOUNDATION's administrative  
11           staff.
- 12           2. Travel costs incurred in carrying out the general management of the program
- 13           3. Administrative services performed under third-party contracts including contracts  
14           for legal services, accounting services, and audit services; and
- 15           4. Other costs for goods and services related to the general management of the  
16           program including but not limited to rental and maintenance of office space,  
17           insurance, utilities, office supplies, and rental or purchase of office equipment.

18 **4. Alteration or Changes to the Agreement**

19  
20           **4.1** The Board of Supervisors is the only authorized COUNTY representative who  
21 may at any time, by written order, make alterations to this Agreement. If any such alteration  
22 causes an increase or decrease in the cost of, or the time required for the performance under  
23 this Agreement, an equitable adjustment shall be made in the Agreement price or delivery  
24 schedule, or both, and the Agreement shall be modified by written amendment accordingly.

25           **4.2** Any claim by RAP FOUNDATION for additional payment related to this  
26 Agreement shall be made in writing by RAP FOUNDATION within 30 days of when RAP  
27 FOUNDATION has or should have notice of any actual or claimed change in the work which  
28 results in additional and unanticipated cost to RAP FOUNDATION.

1 **5. Termination**

2 **5.1** COUNTY or RAP FOUNDATION may terminate this Agreement without cause  
3 upon 30 days written notice served upon the other party stating the extent and effective date of  
4 termination.

5 **5.2** COUNTY may, upon thirty (45) calendar days written notice, terminate this  
6 Agreement for RAP FOUNDATION's default, if RAP FOUNDATION refuses or fails to comply  
7 with the terms of this Agreement or fails to make progress so as to endanger performance and  
8 does not cure such failure within thirty (45) calendar days after receipt of the written notice  
9 ("Notice Period"). Any such written notice alleging a default upon the part of RAP  
10 FOUNDATION, shall state with specificity the basis and reasons of any such default. In the  
11 event of such termination, the COUNTY may proceed with the work in any manner deemed  
12 proper by COUNTY.

13 **5.3** After expiration of the Notice Period and upon RAP FOUNDATION'S failure to  
14 cure any default, RAP FOUNDATION shall:

15 (a) Stop all work under this Agreement on the date specified in the notice of  
16 termination; and

17 (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY  
18 any materials, reports or other products which, if the Agreement had been completed or  
19 continued, would have been required to be furnished to COUNTY.

20 **5.4** After termination, COUNTY shall make payment only for RAP FOUNDATION'S  
21 performance up to the date of termination in accordance with this Agreement.

22 **5.5** RAP FOUNDATION's rights under this Agreement shall terminate (except for  
23 fees accrued prior to the date of termination) upon a material breach of this Agreement by RAP  
24 FOUNDATION; or in the event of RAP FOUNDATION's unwillingness or inability for any  
25 reason whatsoever to perform the material terms of this Agreement. In such event, RAP  
26 FOUNDATION shall not be entitled to any further compensation under this Agreement.

1           **5.6**    The rights and remedies of COUNTY provided in this section shall not be  
2 exclusive and are in addition to any other rights and remedies provided by law or this  
3 Agreement.

4           **6.       Quarterly and Annual Reporting**

5           RAP FOUNDATION shall provide the COUNTY with the following:

6           **6.1**    An annual report detailing program activities during the term within one hundred  
7 twenty (120) days after the end of the fiscal year.

8           **6.2**    Documentation on services provided and assistance provided to nonprofit  
9 organizations, as well as other tax exempt organizations to meet the core goals of benefitting  
10 the health, mental health and providing juvenile intervention services, in the form of written  
11 notification to COUNTY within one hundred twenty (120) days after the end of the fiscal year.

12           **6.3**    Within one hundred twenty (120) days of the end of each fiscal year, RAP  
13 FOUNDATION must provide financial reports to COUNTY's Executive Office regarding RAP  
14 FOUNDATION's activities, which reports must be in a form acceptable to said Executive Office  
15 and must contain information relative to revenues received, expenditures incurred,  
16 administrative overhead, programs funded and services provided.

17           **6.4**    Annual Budget and work plan for current fiscal year (FY 2015/2016), and each  
18 year thereafter during the term of the Agreement upon execution of the Agreement and not  
19 less than sixty (60) days prior to the end of each fiscal year (the agreement term) thereafter.

20           **6.5**    The Annual Budget shall be subject to review and approval of the Riverside  
21 County Executive Office on behalf of County.

22           **6.6**    Actual audited financial statements from 2014/2015 fiscal year, and each year  
23 thereafter during the term of the Agreement within one hundred twenty (120) days after the end  
24 of the fiscal year.

25           **7.       Conduct of RAP FOUNDATION**

26           **7.1**    RAP FOUNDATION covenants that it presently has no interest, including, but  
27 not limited to, other projects or contracts, and shall not acquire any such interest, direct or  
28

1 indirect, which would conflict in any manner or degree with RAP FOUNDATION's performance  
2 under this Agreement. RAP FOUNDATION further covenants that no person or contractor  
3 having any such interest shall be employed or retained by RAP FOUNDATION under this  
4 Agreement. RAP FOUNDATION agrees to inform the COUNTY of all RAP FOUNDATION's  
5 interests, if any, which are or may be perceived as in conflict with RAP FOUNDATION'S  
6 performance under this Agreement.

7 **7.2** RAP FOUNDATION shall not, under circumstances which could be interpreted  
8 as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or  
9 special favor from individuals or firms with whom RAP FOUNDATION is doing business or  
10 proposing to do business, in accomplishing the work under this Agreement.

11 **7.3** RAP FOUNDATION or its employees shall not offer gifts, gratuity, favors, and  
12 entertainment directly or indirectly to COUNTY employees.

13 **8. Inspection of Services**

14 **8.1** All performance shall be subject to inspection by the COUNTY. RAP  
15 FOUNDATION shall provide adequate cooperation to COUNTY representative to permit him/her  
16 to determine RAP FOUNDATION's conformity with the terms of this Agreement.

17 **9. Independent Contractor**

18 RAP FOUNDATION is, for purposes relating to this Agreement, an independent  
19 contractor and shall not be deemed an employee of the COUNTY. It is expressly understood  
20 and agreed that RAP FOUNDATION (including its employees, agents and subcontractors)  
21 shall in no event be entitled to any benefits to which COUNTY employees are entitled,  
22 including but not limited to overtime, any retirement benefits, worker's compensation benefits,  
23 and injury leave or other leave benefits. There shall be no employer-employee relationship  
24 between the parties; and RAP FOUNDATION shall hold COUNTY harmless from any and all  
25 claims that may be made against COUNTY based upon any contention by a third party that an  
26 employer-employee relationship exists by reason of this Agreement. It is further understood  
27 and agreed by the parties that RAP FOUNDATION in the performance of this Agreement is  
28

1 subject to the control or direction of COUNTY merely as to the results to be accomplished and  
2 not as to the means and methods for accomplishing the results.

3 **10. Subcontract for Work or Services**

4 No contract shall be made by RAP FOUNDATION with any other party for furnishing  
5 any of the work or services under this Agreement without the prior written approval of the  
6 COUNTY, which approval shall not unreasonably be withheld by County. Notwithstanding this  
7 provision, County shall not require the approval of contracts of employment between RAP  
8 FOUNDATION and personnel assigned under this Agreement, or for parties agreed to under  
9 this Agreement.

10 **11. Disputes**

11 **11.1** The parties shall attempt to resolve any disputes amicably at the working level.  
12 If that is not successful, the dispute shall be referred to the senior management of the parties.  
13 Any dispute relating to this Agreement which is not resolved by the parties shall be decided by  
14 the COUNTY Board of Supervisors who shall furnish the decision in writing. The decision of  
15 the COUNTY's Board of Supervisors shall be final and conclusive unless determined by a court  
16 of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous  
17 as necessarily to imply bad faith. RAP FOUNDATION shall proceed diligently with the  
18 performance of this Agreement pending the resolution of a dispute.

19 **11.2** Prior to the filing of any legal action related to this Agreement, the parties shall  
20 be obligated to attend a mediation session in Riverside County before a neutral third party  
21 mediator. A second mediation session shall be required if the first session is not successful.  
22 The parties shall share the cost of the mediations.

23 **12. Licensing and Permits**

24 RAP FOUNDATION shall comply with all State or other licensing requirements,  
25 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and  
26 Professions Code. All licensing requirements shall be met at the time proposals are submitted  
27 to the COUNTY. RAP FOUNDATION warrants that it has all necessary permits, approvals,  
28 certificates, waivers and exemptions necessary for performance of this Agreement as required

1 by the laws and regulations of the United States, the State of California, the County of  
2 Riverside and all other governmental agencies with jurisdiction, and shall maintain these  
3 throughout the term of this Agreement.

4 **13. Non-Discrimination**

5 RAP FOUNDATION shall not be discriminate in the provision of services, allocation of benefits,  
6 accommodation in facilities, or employment of personnel on the basis of ethnic group  
7 identification, race, religious creed, color, national origin, ancestry, physical handicap, medical  
8 condition, sexual orientation, marital status or sex in the performance of this Agreement; and, to  
9 the extent they shall be found to be applicable hereto, shall comply with the provisions of the  
10 California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code),  
11 the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990  
12 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

13 **14. Records and Documents**

14 RAP FOUNDATION shall make available, upon written request by any duly authorized  
15 Federal, State or local agency, a copy of this Agreement and such books, documents and  
16 records as are necessary to certify the nature and extent of RAP FOUNDATION'S costs  
17 related to this Agreement. All such books, documents and records shall be maintained by RAP  
18 FOUNDATION for at least five years following termination of this Agreement and be available  
19 for audit by the COUNTY. RAP FOUNDATION shall provide to the COUNTY reports and  
20 information related to this Agreement as requested by COUNTY.

21 **15. Confidentiality**

22 **15.1** RAP FOUNDATION shall not use for personal gain or make other improper use  
23 of privileged or confidential information which is acquired in connection with this Agreement.  
24 The term "privileged or confidential information" includes but is not limited to: unpublished or  
25 sensitive technological or scientific information; medical, personnel, or security records;  
26 anticipated material requirements or pricing/purchasing actions; COUNTY information or data  
27 which is not subject to public disclosure; COUNTY operational procedures; and knowledge of  
28 selection of contractors, subcontractors or suppliers in advance of official announcement.

1           **15.2** RAP FOUNDATION shall protect from unauthorized disclosure names and other  
2 identifying information concerning persons receiving services pursuant to this Agreement,  
3 except for general statistical information not identifying any person. RAP FOUNDATION shall  
4 not use such information for any purpose other than carrying out RAP FOUNDATION's  
5 obligations under this Agreement. RAP FOUNDATION shall promptly transmit to the COUNTY  
6 all third party requests for disclosure of such information. RAP FOUNDATION shall not  
7 disclose, except as otherwise specifically permitted by this Agreement or authorized in advance  
8 in writing by the COUNTY, any such information to anyone other than the COUNTY. For  
9 purposes of this paragraph, identity shall include, but not be limited to, name, identifying  
10 number, symbol, or other identifying particular assigned to the individual, such as finger or  
11 voice print or a photograph.

12 **16. Administration/Contract Liaison**

13           The Chief Assistant County Executive Officer, or designee, shall administer this  
14 Agreement on behalf of the COUNTY.

15 **17. Notices**

16           All correspondence and notices required or contemplated by this Agreement shall be  
17 delivered to the respective parties at the addresses set forth below and are deemed submitted  
18 two days after their deposit in the United States mail, postage prepaid:

<u>COUNTY OF RIVERSIDE</u>	<u>RAP FOUNDATION</u>
Denise Harden	Leticia Delara
Principal Management Analyst	Chief Executive Officer
Riverside County Executive Office	REGIONAL ACCESS PROJECT RAP FOUNDATION, INC.
4080 Lemon Street, Suite 400	73-710 Fred Waring Drive, Suite 102
Riverside, California 92501	Palm Desert, CA 92260

26 ///

27 ///

28 ///

1 **18. Force Majeure**

2 If either party is unable to comply with any provision of this Agreement due to causes  
3 beyond its reasonable control, and which could not have been reasonably anticipated, such as  
4 acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable  
5 for such failure to comply.

6 **19. EDD Reporting Requirements**

7 In order to comply with child support enforcement requirements of the State of  
8 California, the COUNTY may be required to submit a Report of Independent Contractor(s) form  
9 **DE 542** to the Employment Development Department ("EDD"). RAP FOUNDATION agrees to  
10 furnish the required data and certifications to the COUNTY within 10 days of notification of  
11 award of Agreement when required by the EDD. This data will be transmitted to governmental  
12 agencies charged with the establishment and enforcement of child support orders. Failure of  
13 RAP FOUNDATION to timely submit the data and/or certificates required may result in the  
14 contract being award to another consultant. In the event a contract has been issued, failure of  
15 RAP FOUNDATION to comply with all federal and state reporting requirements for child  
16 support enforcement or to comply with all lawfully served Wage and Earnings Assignments  
17 Orders and Notice of Assignment shall constitute a material breach of Agreement. If RAP  
18 FOUNDATION has any questions concerning this reporting requirement, please call (916) 657-  
19 0529. RAP FOUNDATION should also contact is local Employment Tax Customer Service  
20 Office listed in the telephone directory in the State Government section under "Employment  
21 Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

22 **20. Hold Harmless/Indemnification**

23 **20.1** RAP FOUNDATION shall indemnify and hold harmless the County of Riverside,  
24 its Agencies, Districts, Special Districts and Departments, their respective directors, officers,  
25 Board of Supervisors, elected and appointed officials, employees, agents and representatives  
26 from any liability, claim, damage or action whatsoever, based or asserted upon any act or  
27 omission of RAP FOUNDATION, its officers, employees, subcontractors, agents or  
28 representatives arising out of or in any way relating to this Agreement, including but not limited



1 to property damage, bodily injury, or death. RAP FOUNDATION shall defend, at its sole cost  
2 and expense, including but not limited to attorney fees, cost of investigation, defense and  
3 settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and  
4 Departments, their respective directors, officers, Board of Supervisors, elected and appointed  
5 officials, employees, agents and representatives in any such action or claim. With respect to  
6 any action or claim subject to indemnification herein by RAP FOUNDATION, RAP  
7 FOUNDATION shall, at its sole cost, have the right to use counsel of its own choice and shall  
8 have the right to adjust, settle, or compromise any such action or claim without the prior  
9 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise  
10 in no manner whatsoever limits or circumscribes RAP FOUNDATION's indemnification of  
11 COUNTY. RAP FOUNDATION's obligations hereunder shall be satisfied when RAP  
12 FOUNDATION has provided to COUNTY the appropriate form of dismissal (or similar  
13 document) relieving the COUNTY from any liability for the action or claim involved. The  
14 specified insurance limits required in this Agreement shall in no way limit or circumscribe RAP  
15 FOUNDATION's obligations to indemnify and hold harmless the COUNTY.

16 **20.2** In the event there is conflict between this clause and California Civil Code  
17 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
18 interpretation shall not relieve RAP FOUNDATION from indemnifying the COUNTY to the  
19 fullest extent allowed by law.

20 **21. Insurance**

21 Without limiting or diminishing RAP FOUNDATION's obligation to indemnify or hold the  
22 COUNTY harmless, RAP FOUNDATION shall procure and maintain or cause to be  
23 maintained, at its sole cost and expense, the following insurance coverages during the term of  
24 this Agreement:

25 **21.1 Workers' Compensation**

26 If RAP FOUNDATION has employees as defined by the State of California, RAP  
27 FOUNDATION shall maintain statutory Workers' Compensation Insurance (Coverage A) as  
28 prescribed by the laws of the State of California. The Policy shall include Employers' Liability

1 (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person  
2 per accident. The policy shall be endorsed to waive subrogation in favor of the County of  
3 Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

#### 4 **21.2 Commercial General Liability**

5 Commercial General Liability insurance coverage, including but not limited to, premises  
6 liability, contractual liability, products and completed operations liability, personal and  
7 advertising injury covering claims which may arise from or out of RAP FOUNDATION's  
8 performance of its obligations hereunder. The Policy shall name all Agencies, Districts, Special  
9 Districts, and Departments of the COUNTY of Riverside, their respective directors, officers,  
10 Board of Supervisors, employees, elected or appointed officials, agents or representatives as  
11 Additional Insureds. The Policy's limit of liability shall not be less than **\$1,000,000** per  
12 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall  
13 apply separately to this agreement or be no less than two (2) times the occurrence limit.

#### 14 **21.3 Vehicle Liability**

15 If RAP FOUNDATION's vehicles or mobile equipment are used in the performance of  
16 the obligations under this Agreement, then RAP FOUNDATION shall maintain liability  
17 insurance for all owned, non-owned or hired vehicles so used in an amount not less than  
18 **\$1,000,000** per occurrence combined single limit. If such insurance contains a general  
19 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the  
20 occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of  
21 the COUNTY of Riverside, their respective directors, officers, Board of Supervisors,  
22 employees, elected or appointed officials, agents or representatives as Additional Insureds.

#### 23 **21.4 General Insurance Provisions - All lines**

24 a) Any insurance carrier providing insurance coverage hereunder shall be  
25 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)  
26 unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the  
27 COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only  
28 valid for that specific insurer and only for one policy term.

1           b)     RAP FOUNDATION's insurance carrier(s) must declare its insurance  
2 deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed  
3 \$500,000 per occurrence such deductibles and/or retentions shall have the prior written  
4 consent of the COUNTY Risk Manager before the commencement of operations under this  
5 Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the  
6 COUNTY, and at the election of the County's Risk Manager, RAP FOUNDATION'S carriers  
7 shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this  
8 Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and  
9 related investigations, claims administration, and defense costs and expenses.

10           c)     RAP FOUNDATION shall cause RAP FOUNDATION'S insurance  
11 carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original  
12 Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as  
13 required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager,  
14 provide original Certified copies of policies including all Endorsements and all attachments  
15 thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and  
16 policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days  
17 written notice shall be given to the COUNTY of Riverside prior to any material modification,  
18 cancellation, expiration or reduction in coverage of such insurance. In the event of a material  
19 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
20 forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another  
21 properly executed original Certificate of Insurance and original copies of endorsements or  
22 certified original policies, including all endorsements and attachments thereto evidencing  
23 coverage's set forth herein and the insurance required herein is in full force and effect. RAP  
24 FOUNDATION ***shall not commence operations until the COUNTY has been furnished***  
25 ***certified copies of Certificate (s) of Insurance and certified copies of endorsements or***  
26 ***policies of insurance including all endorsements and any and all other attachments as***  
27 ***required in this Section. An individual authorized by the insurance carrier to do so on***  
28 ***its behalf shall sign the endorsements for each policy and the Certificate of Insurance.***

1           d)     It is understood and agreed to by the parties hereto and the insurance  
2 company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be  
3 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-  
4 insured retention's or self-insured programs shall not be construed as contributory.

5           e)     The COUNTY'S Reserved Rights--Insurance. If, during the term of this  
6 Agreement or any extension thereof, there is a material change in the scope of services; or,  
7 there is a material change in the equipment to be used in the performance of the scope of work  
8 (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of  
9 insurance required under this Agreement and the monetary limits of liability for the insurance  
10 coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment,  
11 the amount or type of insurance carried by RAP FOUNDATION has become inadequate.

12           f)     RAP FOUNDATION shall pass down the insurance obligations contained  
13 herein to all tiers of subcontractors working under this Agreement.

14           g)     The insurance requirements contained in this Agreement may be met  
15 with a program(s) of self-insurance acceptable to the COUNTY.

16 **22.   General**

17           **22.1**   RAP FOUNDATION shall not delegate or assign any interest in this Agreement,  
18 whether by operation of law or otherwise, without the prior written consent of COUNTY.

19           **22.2**   Any waiver by COUNTY of any breach of any one or more of the terms of this  
20 Agreement shall not be construed to be a waiver of any subsequent or other breach of the  
21 same or of any other term of this Agreement. Failure on the part of COUNTY to require exact,  
22 full and complete compliance with any terms of this Agreement shall not be construed as in any  
23 manner changing the terms or preventing COUNTY from enforcement of the terms of this  
24 Agreement.

25           **22.3**   In the event RAP FOUNDATION receives payment under this Agreement which  
26 is later disallowed by COUNTY for nonconformance with the terms of the Agreement, RAP  
27 FOUNDATION shall promptly refund the disallowed amount to the COUNTY on request; or at  
28

1 its option the COUNTY may offset the amount disallowed from any payment due to RAP  
2 FOUNDATION.

3 **22.4** RAP FOUNDATION shall not provide partial delivery or shipment of services or  
4 products unless specifically stated in the Agreement.

5 **22.5** The COUNTY agrees to cooperate with RAP FOUNDATION in RAP  
6 FOUNDATION'S performance under this Agreement, including, if stated in the Agreement,  
7 providing RAP FOUNDATION with reasonable facilities and timely access to COUNTY data,  
8 information and personnel.

9 **22.6** RAP FOUNDATION shall comply with all applicable Federal, State and local  
10 laws and regulations. RAP FOUNDATION will comply with all applicable COUNTY policies and  
11 procedures. In the event that there is a conflict between the various laws or regulations that  
12 may apply, RAP FOUNDATION shall comply with the more restrictive law or regulation.

13 **22.7** RAP FOUNDATION shall comply with all requirements of the Occupational  
14 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.  
15 Department of Labor and the State of California (Cal/OSHA).

16 **22.8** This Agreement shall be governed by the laws of the State of California. Any  
17 legal action related to the performance or interpretation of this Agreement shall be filed only in  
18 the Superior Court of the State of California located in Riverside, California, and the parties  
19 waive any provision of law providing for a change of venue to another location. In the event  
20 any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void,  
21 or unenforceable, the remaining provisions will nevertheless continue in full force without being  
22 impaired or invalidated in any way.

23 **22.9** Nothing in this Agreement, express or implied, is intended to or will confer upon  
24 any other person any right, benefit, or remedy of any nature whatsoever under or by reason of  
25 this Agreement.

26 **22.10** This Agreement, including any attachments or exhibits, constitutes the entire  
27 Agreement of the parties with respect to its subject matter and supersedes all prior and  
28 contemporaneous representations, proposals, discussions and communications, whether oral

1 or in writing. This Agreement may be changed or modified only by a written amendment  
2 signed by authorized representatives of both parties.

3 **22.11** RFOUNDATION, its assigns and successors in interest, will be bound by all of  
4 the provisions contained in this Agreement.

5 **22.12** The paragraph headings herein are for the convenience of the parties only, and  
6 must not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or  
7 intent of the provisions or language of this Agreement.

8 //

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10 End of Agreement

11 Signatures on Following Page

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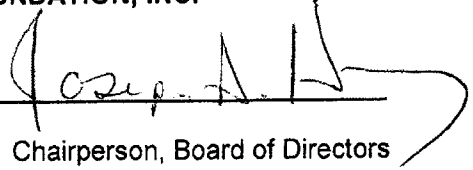
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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

REGIONAL ACCESS PROJECT RAP FOUNDATION, INC.

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors

By:   
Chairperson, Board of Directors

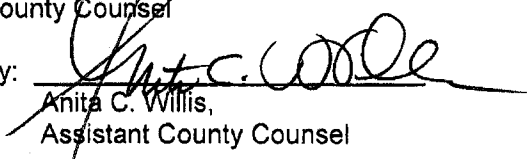
Dated: \_\_\_\_\_

Dated: 12.17.15

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Anita C. Willis,  
Assistant County Counsel

1 EXHIBIT A

2 SCOPE OF SERVICE

3 The REGIONAL ACCESS PROJECT RAP FOUNDATION, INC. (RAP FOUNDATION)  
4 shall provide to the County of Riverside services as set forth in the Agreement and this  
5 Scope of Work. RAP FOUNDATION agrees to use funds provided by the County of  
6 Riverside to assist tax-exempt organizations and agencies to provide services to  
7 residents in eastern Riverside County in the areas of health, mental health, and juvenile  
8 interventions. Funds received from COUNTY by RAP FOUNDATION must not be used  
9 for services outside the focus of health, mental health and juvenile interventions. The  
10 Scope of Services shall include, but not be limited to the following:

11  
12 1. **TECHNICAL ASSISTANCE PROGRAM (TAP)**

13 RAP's TAP program is the only program of its kind in eastern Riverside County.  
14 TAP provides professional services and support to nonprofit organizations in  
15 order to assist them with their capacity building efforts and to help them achieve  
16 financial sustainability. The following are examples of TAP services:

- 17
- 18 • Providing nonprofit consultants with expertise in the following areas:  
19 Board Development, Strategic Planning, Budgeting, Marketing, Financial  
20 Planning, etc.
  - 21 • Offering workshops in nonprofit capacity building topics including but not  
22 limited to: Human Resources, Grant Writing, Grant Research, Budgeting,  
23 and Financial Management.
  - 24 • Hosting the Annual Conference featuring nonprofit professionals as  
25 speakers to present educational information and networking  
26 opportunities.
  - 27 • A "Non-Profit Management Certificate Program" offered in partnership with  
28 the University of California, Riverside.
  - Provide meeting space and copying services to nonprofits.



1           **2. TARGETED GRANTS**

2           RAP provides funding to nonprofits addressing health, mental health and  
3           juvenile intervention unmet needs.    The following are examples of  
4           services and programs funded:

- 5           • Programs for seniors, youth and disadvantaged populations with an  
6           emphasis on remote communities; The Colorado River Senior Center,  
7           The Thermal Senior Center and several Cooling Centers; Palm Springs,  
8           Thermal, Mecca, and Blythe.
- 9           • Food insecurity and basic needs programs in remote communities and  
10          hard to reach populations.
- 11          • The Mental Health Initiative was approved in May 2014 and extended in  
12          May 2015 for a total of four years. Request for Proposals are released to  
13          proactively focus on specific areas identified by the community as high  
14          priorities.
- 15          • The Fast-Pitch annual competition is an innovative and creative way for  
16          pre-qualified nonprofits to learn how to improve their communication and  
17          presentation skills.

18  
19           **3. COMMUNITY OUTREACH**

20          The Desert Connect program was created in 2014 to increase RAP's public  
21          outreach and awareness of the communities' needs.    Desert Connect has  
22          coordinated special projects and events, including but not limited to the  
23          following:

- 24          • Created and continued support of the Riverside County Office on Aging's  
25          Volunteer Services Program, to include volunteers of all ages.
- 26          • Rethink Your Drink – in partnership with the Riverside County Public  
27          Health Department to replace sugary drinks with water. Providing water  
28          stations, a media campaign and attending community events.

- 1 • Give BIG Riverside County – coordinated social media training and  
2 recruited nonprofits to participate and raise donations.
- 3 • Community Forums throughout the Fourth Supervisorial District
- 4 • Coachella Valley Youth Leadership – Created and in development of a  
5 boy’s youth mentoring program. After the one year “incubation” period,  
6 the program will be taken over by an identified youth serving  
7 organization, The Ophelia Project.

8  
9 **4. IDENTIFY FUNDING PARTNERS/SEEK FUNDING FROM ADDITIONAL**  
10 **SOURCES**

11 RAP will continue to seek additional funding opportunities to support our programs  
12 and bring additional resources to eastern Riverside County. In addition, we will  
13 identify and pursue collaborations and partnerships with other funders to address  
14 mutual interests and increase our ability to make a positive impact on the  
15 community.