æ

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

981



FROM: Riverside University Health System Public Health/ Community

Action Partnership

SUBMITTAL DATE: June 13, 2016

SUBJECT: Approve and execute agreement #16C-6026 with the California Department of Community Services and Development for the Department of Energy Weatherization Assistance Program 2016/17. Districts: All [\$277,632]; 100% Federal funds.

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

- 1. Approve and execute the agreement #16C-6026 with the California Department of Community Services and Development (CSD) for the Department of Energy Weatherization Assistance Program (DOE WAP) 2016/17 in the amount of \$277,632 for the performance period of July 1, 2016-January 31, 2017;
- 2. Authorize the Director of Public Health or designee to sign subsequent amendments and extensions to the agreement that do not increase the approved amount, as approved by County
- 3. Authorize the Executive Director of Community Action Partnership to administer the program and sign all assurances, exhibits and reports made under the 2016/17 DOE WAP Agreement #16C-6026; and

<b>RECOMMENDED</b>	MO	TIO	N:
--------------------	----	-----	----

Continue on page 2

BSF:Iv

**RUHS- Public Health** 

POLICY/CONSENT **Next Fiscal Year:** Total Cost: Ongoing Cost: FINANCIAL DATA **Current Fiscal Year:** (per Exec. Office) \$ 277,632 \$ 0 COST Consent □ Policy ⊠ 0 \$ 0 \$ **NET COUNTY COST** \$

SOURCE OF FUNDS: 100% Federal Funds

Budget Adjustment: Yes For Fiscal Year: 16/17

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Positior	Change			
A-30	4/5 Vote			
	×	Prev. Agn. Ref.:	District: All	Agenda Number

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

**FORM 11:** Approve and execute agreement #16C-6026 with the California Department of Community Services and Development for the Department of Energy Weatherization Assistance Program 2016/17.

Districts: All [\$277,632]; 100% Federal funds.

**DATE:** June 13, 2016

**PAGE:** 2 of 3

### **RECOMMENDED MOTION: (continued)**

4. Authorize and direct the Auditor Controller to make budget adjustment as specified on Schedule A.

# **BACKGROUND:**

### **Summary**

The DOE WAP Agreement #16C-6026 in the amount of \$277,632 brings Federal funding to the County of Riverside for the term July 1, 2016 through January 31, 2017. Community Action uses DOE WAP funding to assist low-income consumers with repairing or replacing heating/cooling/water heater appliances to correct Health & Safety concerns, replace refrigerators/doors/windows, weather stripping and installing other weatherization measures that contribute to high energy consumption.

# **Impact on Citizens and Businesses**

The DOE WAP provides installation of energy conservation measures designed to reduce energy costs and to make the homes be more safe and healthy for the low income households. The DOE WAP also provides employment opportunities through the use of local sub-contractors and helps reduce carbon emissions through the repair/replacement of inefficient or malfunctioning appliances, Warm-Air Heating, Ventilation and Air Condition systems, windows and other feasible weatherization measures.

### **SUPPLEMENTAL:**

### **Additional Fiscal Information**

No County General Funds will be required.

# **ATTACHMENTS:**

### **Budget Adjustment**

A budget adjustment is required as specified on Schedule A attached.

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

**FORM 11:** Approve and execute agreement #16C-6026 with the California Department of Community Services and Development for the Department of Energy Weatherization Assistance Program 2016/17.

Districts: All [\$277,632]; 100% Federal funds.

**DATE:** June 13, 2016

**PAGE:** 3 of 3

### **SCHEDULE A**

Community Action Partnership of Riverside County
Budget Adjustment
Fiscal Year 2016/2017

# **INCREASE IN ESTIMATED REVENUE:**

CAARC-21050-5200200000-767220 Fed-Other Operating Grants \$277,632

**INCREASE IN APPROPRIATIONS:** 

CAARC-21050-5200200000-536240 Other Contract Agencies \$277,632

# STATE OF CALIFORNIA STANDARD AGREEMENT

STD. 213 (Rev. 6/03)

AGREEMENT NUMBER	AMENDMENT NUMBER
16C-6026	0
REGISTRATION NUMBER	

1.	This Agreement is entered into between the State Agency and the Contractor name	ed below
-	STATE AGENCY'S NAME	
2	Department of Community Services and Development  CONTRACTOR'S NAME	
	Community Action Partnership of Riverside County	
2.	The term of this	
	Agreement is:  July 1, 2016 through January 31, 2017	
3.	The maximum amount Total \$277,632.00	
	of this Agreement is:	
4.	The parties agree to comply with the terms and conditions of the following exhibits	s that are by this reference
	made a part of the Agreement:	
	Part I	
	Preamble	
	Article 1 - Scope of Work	
	Article 2 - Contract Construction, Administration, Procedure	
	Part II*	
	Subpart A - Administrative Requirements*	
	Subpart B - Financial Requirements*	
	Subpart C - Programmatic Requirements*	
	Subpart D - Compliance Requirements*	
	Subpart E - Certifications and Assurances*	
	Subpart F - State Contracting Requirements GTC 610*	
	Subpart G - Definitions*	
	Subpart H - Table of Forms*	ment of this agreement
	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.g	g0 v/.
IN	N WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
	. 52	CALIFORNIA
	CONTRACTOR	Department of General Services Use Only
	AY	Ost Only

IN WITHESS WHEREOF, this Agreement has been executed b	J the particle here to	
CONTRACTOR	COUN	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation	n, partnership, etc.)	
Community Action Partnership of Riverside County	9	"I hereby certify that all
BY (Authorized Signature)	DATE SIGNED (Do not type)	conditions for exemption have
<b>F</b>	4	been complied with, and this document is exempt from the
PRINTED NAME AND TITLE OF PERSON SIGNING	S. J.	Department of General Services approval."
ADDRESS	EA	
2038 Iowa Ave, Suite B-102, Riverside, CA 92507	N N N N N N N N N N N N N N N N N N N	
STATE OF CALIFORNIA	. II (D	
AGENCY NAME		
Department of Community Services and Development		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
<b>₽</b>		
PRINTED NAME AND TITLE OF PERSON SIGNING	±	
Cindy Halverstadt, Deputy Director, Administrative Services		
ADDRESS		
2389 Gateway Oaks Drive, Suite 100, Sacramento, California	95833 -	Exempt per

Contents		
PART I		1
PREAMBLI	E	. 1
ARTICLE 1	- SCOPE OF WORK	. 1
1.1	General	, 1
1.2	Term and Amount of Agreement	. 1
1.3	Service Area	. 2
1.4	Service Area Expenditure Requirements	. 2
1.5	Program Authorities – Requirements, Standards and Guidance	. 2
1.6	Special Contract Contingency - Quality Control Inspector Certification	. 5
ARTICLE 2	- CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE	. 6
2.1	Base Contract and Whole Agreement	. 6
2.2	State Contracting Requirements - "General Terms and Conditions, GTC 610"	. 7
2.3	Contractor's Option of Termination	. 7
2.4	Budget Contingencies	. 8
2.5	Miscellaneous Provisions	. 9

### **PART I**

# **PREAMBLE**

This subvention agreement, for the implementation of the Department of Energy Weatherization Assistance Program (DOE WAP) in program year 2016 ("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 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 agrees to provide Weatherization (WX) assistance to eligible participants residing in the service area described in Section 1.3, pursuant to Title 42 of the United States Code (U.S.C.) Section 6861 et seq., as amended and 10 Code of Federal Regulations (CFR), Part 440, as amended, the Department of Energy Weatherization Assistance Program (DOE WAP) for low-income persons. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest income and highest energy costs or needs in relation to income.
- B. The DOE WAP Catalog of Federal Domestic Assistance number is 84.042. Award is made available through the United States Department of Energy.

# 1.2 Term and Amount of Agreement

- A. The term of this Agreement shall be for the period represented on the face sheet (Form STD 213).
- B. The Maximum Amount of this Agreement shall be as specified on the face sheet.
- C. The amount allocated under this Agreement as specified in Paragraph B is expressly contingent upon Contractor's compliance with DOE WAP Performance requirements specified in Article 10, Section 10.5, "Expenditure and Production Performance Requirements," of this Agreement.

### 1.3 Service Area

A. The services shall be performed in the Service Territory comprised of the following service area(s):

See Part II, Subpart H. The 2016 DOE WAP Numbers, Contractors, and Service Territories listing may be accessed at <a href="http://providers.csd.ca.gov">http://providers.csd.ca.gov</a>.

B. Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at <a href="http://providers.csd.ca.gov">http://providers.csd.ca.gov</a> to determine the zip codes for their respective area.

# 1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.5 of Part II, if any of the following pertain:

- A. This Agreement involves funding for DOE WAP services provided by Contractor in multiple counties or service areas; or
- B. Contractor has additional agreements with CSD for the provision of DOE WAP or Low-Income Home Energy Assistance Program (LIHEAP) services in counties or service areas other than the county or service area to which this Agreement applies.

# 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 and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
  - 1. The Energy Conservation in Existing Buildings Act of 1976, 42 U.S. C. §§ 6851 et seq., and 10 Code of Federal Regulation (CFR) Part 440;
  - 2. The Federal Procurement requirements for Energy Contracts, 10 CFR 600.236;
  - 3. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB) Subpart F-Audit Requirements Circular 2 CFR 200 its appendices and supplements.
  - 4. Applicable Intellectual Property Provisions for federal financial assistance awards specified in 10 CFR 600.136 and at http://www.gc.gov/financial

assistance awards.htm.

- B. <u>Conflict of Laws.</u> Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement, administrative, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §6851 et seq. or 22 CCR §100800 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to grants, such as 10 CFR 440, allows for the application of state law.
  - 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200);
  - Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CCC-307)
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in the DOE WAP program, and as a condition of receipt of funds under the program, PROVIDED:
  - 1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at <a href="https://providers.csd.ca.gov">https://providers.csd.ca.gov</a>.
  - 2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
  - 3. That such guidance shall be reasonably necessary to realize the purposes of DOE WAP;
  - 4. That major and material changes in the program and/or requirements which substantially affect the Contractor's 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. That the parties' failure to execute a mutually acceptable amendment or CPN, as contemplated in subparagraph C 4 and C 5, in a reasonable period of time, shall result in this Agreement being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and
- 7. That upon CSD's good faith determination, delivered to the Contractor by written notice that Agreement between the parties to any necessary amendment or CPN as contemplated in subparagraph C 4 and C 5 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 federal and state law.
- D. The federal 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.
- E. Contract Elements Integral to Agreement
  - 1. Contractor's Priority Plan Narrative and forms listed below are integral to this Agreement:
    - a. DOE Weatherization Priority Plan Narrative (CSD 793) (referenced in Part II, Article 5.1)
    - b. DOE Weatherization Budget (CSD 570) (referenced in Part II, Article 5.1)
    - c. Out-of-State Travel Form (CSD 536)
    - d. Certification Regarding Lobbying/Disclosure of Lobbying Activities
    - e. Executive Director and Board Roster (CSD 188)
    - f. Federal Funding Accountability and Transparency Act Report (CSD 279)

- 2. The forms must be completed by Contractor before CSD will execute the Agreement and Contractor is authorized to commence work. CSD will not forbear from executing this Agreement pending its own review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the forms. The approved forms shall become part of this Agreement.
- 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 provisions set forth in Part II, Article 11, Section 11.1, "Certifications" of this Agreement.

# 1.6 Special Contract Contingency – Quality Control Inspector Certification

In addition to the Quality Control Inspectors (QCI) Certification requirement specified in Section 9.2 and the reimbursement restrictions and inspection requirements provided in Section 5.6 D.1.a., this Agreement is subject to, and expressly contingent upon, the following provisions:

- A. This Agreement shall have no force and effect until fully executed by CSD and notice of CSD's execution of the Agreement has been communicated to Contractor. CSD will not execute this Agreement until Contractor has provided CSD with documentation reasonably acceptable to CSD that shows Contractor has employed or contracted with a certified quality control inspector who has met the certification requirements of Section 9.2.
- B. If at any time during the term of this Agreement Contractor is unable to meet the requirements of Section 5.6 D.1.a. because Contractor loses access to a Certified QCI, Contractor shall immediately notify CSD of the loss and may not report any weatherized dwelling or request reimbursement for weatherization work and associated expenditures until such time as Contractor has employed or contracted with a certified quality control inspector who has met the certification requirements of Section 9.2.
- C. If CSD reasonably determines that Contractor is unable to fully expend Contractor's allocation and to provided services as required herein because of a lack of access to a Certified QCI, CSD may, at its sole option, terminate this Agreement and/or transfer Contractor's allocation, in whole or in part, to another contractor for expenditure, after giving Contractor written notice of its intended action.

# ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

# 2.1 Base Contract and Whole Agreement

- A. This Agreement consists of two parts, which together 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; and
    - d. the authorized signatures and dates of execution.
  - 2. The Preamble, Article 1 and Article 2
  - 3. Zip Code Cross-Reference, if Contractor's Service Area is defined in whole or in part by ZIP Codes.
- C. Part II consists of the "Administrative and Programmatic Provisions" which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials, necessary for program implementation.
- 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 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, edit restricted, version of Part II on CSD's "Provider Website," which may be accessed by Contractor, "down-loaded" and printed at Contractor's option.

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 C 4 of Section 1.4 with respect to program guidance, or as provided Section 3.2 of Part II, Subpart A, Article 3, 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.

# 2.2 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 found in Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

# 2.3 Contractor's Option of Termination

- A. Notwithstanding the provisions of paragraph C of Section 1.4, Contractor may, at Contractor's sole option, elect to terminate this contract in lieu of adherence to the procedures set out in paragraph C of section 1.4, 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 will be effective thirty (30) days after 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 sixty (60) days of termination, closeout the contract in accordance with contractual closeout procedures.

D. CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

# 2.4 Budget Contingencies

# A. State Budget Contingency

- 1. It is mutually agreed that if funds are not appropriated for implementation of DOE WAP 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 written notice to Contractor by CSD 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.
- 2. —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.

# B. Federal Budget Contingency

- 1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the State by the United States Government.
- 2. If federal 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. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.
- 4. Subject to the provisions of subparagraph B 2, CSD shall authorize expenditures of funds under this Agreement based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

### 2.5 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 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
- To CSD at:
   Department of Community Services and Development Field Operations
   2389 Gateway Oaks Drive, Suite 100
   Sacramento, CA 95833

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSD 793 (Rev 03/17/15)

### **DOE WEATHERIZATION PRIORITY PLAN NARRATIVE**

Agency Name:		Contract Number:	Program Year:
Community Action Partnership, Riverside County		16C-6026	2016
Prepared By: Name	Title	E-Mail Address:	
Lin Vong	Energy Division Manager	lvong@capriverside.org	
DUNS#:	CCR #:		Telephone Number:
	3TDL9		951-955-6404
105920057	0.025		331 333 0101
CONTRACTOR OF CONTRACTOR OF THE CONTRACTOR OF TH	PRIORITY PLAN NARRATIVE	A 31341 - A 466 B	
Describe in narrative format the selection process format	or dwellings to be weatherized and	the outreach methods to	be utilized to assure that
eligible households are made aware of the services av	ailable through DOE WAP or any sin	nilar energy-related assist	ance program.
see attachment			
see attachment			
40			
\$5			
			y:
2) Describe in narrative format your selection process		Reweatherization Policy	when providing services to
dwellings previously weatherized on or before Septem	nber 30, 1994.		
Isee attachment			
	ومنامة لموانيوس مطالتين ومناهما فمانيو	ludo sondo aconservante h	oudget education/counseling
3) In narrative format, describe how your client educa	tion services will be provided to incl	iude needs assessments, t	ouget education/counseling,
energy conservation and weatherization measures ed		es are designed to target i	iousendias that have not beer
previously served under a LIHEAP or DOE WAP Weath	erization program.		
see attachment			
II			

# DOE WEATHERIZATION PRIORITY PLAN NARRATIVE

Agency Name:	Contract Number:	Program Year:
Community Action Partnership, Riverside County	16C-6026	2016
4) In narrative format, describe how you will provide T&TA to your administrative and prog	ram staff.	
see attachment		
5) Describe in narrative format how you will leverage DOE WAP funds with other available	program funds and how m	uch leveraging you plan on
coordinating. see attachment		
see attachment		

# ATTACHMENT 1

# 2016 DOE WEATHERIZATION PRIORITY PLAN NARRATIVE

1) Describe in narrative format the selection process for dwelling to be weatherized and the outreach methods to be utilized to assure that eligible households are made aware of the services available through DOE WAP or any similar energy-related assistance program.

- Community Action Partnership (CAP) of Riverside will weatherize homes consistent with the priority criteria established by DOE.
- CAP Riverside will give first priority for weatherization services to those households that have the highest energy burden and high residential energy users.
- CAP Riverside will also factor into its priority those vulnerable populations identified by DOE eligible households with elderly persons (ages 60 or older), persons with disabilities, American Indians, migrant and seasonal farm workers and families with children under the age of 19.
- Individuals receiving utility assistance will be referred for weatherization and given priority.
- Health and Safety issues requiring immediate attention for the safety of the household will also receive priority services.
- CAP Riverside will schedule households in close proximity to one another, to maximize productivity in a particular area, given the size of Riverside County. This will help to weatherize more homes to meeting our production and expenditure goal.
- Cap Riverside's outreach efforts and on-going coordination with existing communitybased organizations, city and county departments and utility providers, will insure maximum efficient utilization of all energy resources to reach out customers.
- Workshops are conducted in-house workshops and county wide clinics where these
  benefits are presented in detail via a video presentation, along with information on money
  management, budgeting, how to read your utility bill, benefits of weatherization, how to
  conserve energy, Lead, etc.
- Bilingual staff hired to assist those with limited English speaking customers.
- 2) Describe in narrative format your selection process to ensure compliance with the DOE Re-weatherization Policy when providing services to dwellings previously weatherized on or before September 30, 1994.
- CAP Riverside will insure compliance with the DOE Re-weatherization Policy by insuring that homes which received weatherization services from 9/30/1994 and earlier are certified and eligible to receive additional services.
- CAP Riverside will through the intake process make every effort to determine which customer had previously received weatherization measures in their home by checking Serv-Trag and In-House historical log.

- During the assessment phase, unapplied measures will be identified for installation and if
  measures are damaged by the previous tenant, measure is defective, caused by flood, fire
  or act of nature.
- CAP Riverside utilizes a first-in-first-out process of selection for weatherization including re-weatherization, taking into consideration, urgency, priority group and geographical location.
- 3) In narrative format, describe how your client education services will be provided to include needs assessments, budget education/counseling, and energy conservation and weatherization measures education. Describe how your activities are designed to target households that have not been previously serviced under a LIHEAP or DOE Weatherization program.
- Workshops to attract customers that have not been previously serviced under LIHEAP or DOE weatherization program, are conducted county wide where these benefits are presented in detail via a video presentation, along with information on money management, budgeting, how to read your utility bill, benefits of weatherization, how to conserve energy, Lead safe, etc.
- Education on measures is also presented at the time the initial assessment is conducted. The assessor completes a walk-through of the home with the customer and explains the assessment process and the results once the assessment is completed.
- Upon completion of the work, the subcontractor reviews the work performed benefits, and describes how to properly utilize and care for the measures installed. Inspectors also review the measures/benefits with the customer at the time of the final inspection.
- Customers are provided with written energy conservation information with helpful tips to conserve, Lead safe, description of benefits of weatherizing measures installed, description of what each measure does to conserve and proper us of the measure.
- Increase promotion of program via CAP Riverside website (program information and to download applications as well as giving applicants to apply online).
- Increase outreach clinics/workshops per calendar year to more remotes parts of the county.
- Flyers and informational brochures are distributed to the community with the help of County departments, partners and community based organizations.
- 4) In narrative format, describe of how you will provide T&TA to your administrative and program staff.
- All new weatherization assessors/inspectors/subcontractors complete the required training as specified in the DOE contract.
- Subcontractors receive hands on training and technical assistance from inspectors throughout the year. Inspectors schedule full day/week "ride along" with subcontractors and provide field training on conducting proper assessments and proper installation of measures.

- Inspectors and subcontractors receive hands on training and technical assistance during monitoring phases of the contract by the State Inspectors.
- Periodic trainings are scheduled and held, class room style, to address specific areas outreach, assessment, audit, blower door training, etc.
- Administrative support staff participates in various parts of the training provided to subcontractors and inspectors.
- Administrative/Program Management staff also attends various meetings with the state and utility companies which focus on training/technical assistance as it pertains to weatherization measures/standards and contracts.
- Subcontractor employee and In-house Assessors/Inspectors complete CSD required on line-training.
- Weatherization staff participates in state sponsored webinars.
- In-house staff and the assessors/inspectors participate in weekly safety trainings and meetings to address issues.
- Program staff also participates in orientation/training each year when the new contract is executed to review changes to the program, etc.
- Provided customer service training for subcontractors to increase communication and to maximize professionalism with increased workload.
- In-house staff being trained specifically to increase tenants and landlords' knowledge of weatherization benefits.
- 5) Describe in a narrative format how you will leverage DOE WAP funds with other available program funds and how much leveraging you plan on coordinating.
  - CAP Riverside will perform services and install energy conservation measures as per Agreement and in accordance with requirements of another CSD and non-CSD funding source concurrently in the same dwelling as feasible and in the best interest of the client.
  - Measures will be billed and tracked separately.
  - CAP Riverside will not claim duplicate reimbursement for the same costs charged to a CSD program with any other public or privately funded program.

# **DOE WEATHERIZATION BUDGET**

Agenc	y Name:		Contract Number:	Program Y	ear
	nunity Action Partnership of Riverside Co	punty	16C-6026	:	2016
Prepa	red By: Name	Title	E-mail Address:		
Kevin	Kincaid	Accountant II	kkincaid@capriverside.org		
Class '	'B" Contractor's License No.:	Name of Qualifying RME/RMO:	License Expiration Date:	Telephone	Number:
1) 70	4414; 2) 221517	1) Reliable Energy; 2) TruTeam	3/31/17, 9/30/17	951-	955-6161
TOTA	L CONTRACT AMOUNT			\$	277,63
10 - A	DMINISTRATIVE BUDGET				
1	Administrative Budget			\$	16,55
2	Administrative Equipment (\$5,000 or more			\$	
3	Adminitrative Out-of-State Travel	The state of the s		S	
4	TOTAL ADMINISTRATIVE COSTS (Total of Li	nes 1 -3, Not to exceed allocated amount)		\$	16,55
20 - P	ROGRAM BUDGET				
	a. Training and Technical Assistance			\$	15,81
1	b. Out-of-State Travel			\$	
	Total T&TA - lines 1a and 1b	(Not to exceed allocated amount)		\$	15,81
2	Liability Insurance			\$	
3	Major Vehicle and Field Equipment (\$5,000	or more)		\$	
4	Subtotal of Lines 1-3			\$	15,81
11100	PROG	RAM OPERATIONS (Separated to assist with calculating	ng allowable Health & Safety)		dwindshiffs:
5	Intake			\$	10,000
6	Outreach			\$	10,000
7	Direct Program Activities			\$	154,384
8	Minor Vehicle and Field Equipment (Less th	an \$5,000)		\$	13,000
9	General Overhead Costs (including: Worker	's Comp)		\$	15,000
10	Client Education			\$	
11	Automation Supplemental			\$	2,000
12	Subtotal of Lines 5-11			\$	204,38
17.700	(\$250 CASTACK TOST TOST TOP TO THE	ALTH & SAFETY (Separated to assist with calculating of	nllowable Health & Safety)	CHARLES.	tan solumbe
13	Health & Safety (Not to exceed allowable a	mount per formula)	or \$ 40,87	7 \$	40,877
14	TOTAL PROGRAM COSTS (Total of Lines 4,	12 and 13)		\$	261,077
30 - T	OTAL COSTS (Total of Sections 10 and 20)			\$	277,632

# Community Services and Development Federal Funding Accountability and Transparency Act Report Form

# Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub-award report by the end of the month following the month in which CSD awards funds greater than or equal to \$25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form with the signed Contract. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report forms to your respective program e-mail address listed below: Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov Community Services Block Grant: CSBGDIV@csd.ca.gov Lead Hazard Control: LEADGrants@csd.ca.gov Low Income Home Energy Assistance Program: Wx@csd.ca.gov NOTE: If your agency receives multiple Community Services and Development (CSD) awards under various programs (i.e., Community Services Block Grant (CSBG), Weatherization Assistance Program (WX), Lead Hazard Control Program (LHCP), Low-Income Home Energy Assistance Program), complete a separate form for each program. AGENCY/SUB-AWARDEE INFORMATION Agency Name ✓ DOE WAP Program Type (check one) LIHEAP ☐ CSBG ☐ LEAD 16C-6026 Contract #(s) (list all active contracts for the selected program) 07/01/16-01/31/17 Contract Period(s) (mm/dd/yy - mm/dd/yy) Agency Unique Identifier (DUNS Number) 105920057 Agency Primary Contact Brenda Freeman Name: Information (person **Executive Director** Title responsible for completing this bfreeman@capriverside.org E-mail: form) 951-955-4900 Phone: 2038 Iowa Avenue, Suite B-102 Mailing Address: Location of Agency State: Zip + 4 digits (+4 digit is 92507-2412 required) U.S. Congressional 41st, 36th, 42nd, and 50th District: State Assembly District: 42nd, 56th, 60th, 61st, 67th, 71st, and 75th 23rd, 28th, and 31st State Senate District:

Department of Community Services and Development CSD 279 (Rev. 1/2015)

Place of Performance	Street Address:	Same as Above		
(where program funds are	State:			
primarily spent, if different from agency location above)	Zip + 4 digits (+4 digit is required)			
	U.S. Congressional			
	District:			
	State Assembly District:			
	State Senate District:			
Agency (Sub-Awardee)	Is more than 80% of you	ır agency's annual		
Executive Compensation Reporting	gross revenue from the government?	Federal	✓ Yes	☐ No
	(If YES, continue to the form.)	next question. If NO, yo	ou are now finishe	d completing this
	Does your agency's tota		Yes	✓ No
	funding exceed \$25 mill			To a large alice
	(If YES, continue to the I form.)	next question. If NO, yo	ou are now finishe	a completing this
	Is your agency one of the described below?	e entities	Yes	□ No
	• A tax-exempt nonprof	fit antity required to fil	o an annual	
	Form 990 return with th			
	A publicly owned corporation required to file annual			
	reports with the Securities and Exchange Commission (SEC).			
	(If NO, please list the na	ames and compensatio	n of your agency's	s top five highest
	compensated employee	·		
	completing this form.)			
Five Highest Compensated	Name			
Executives/Employees	Compensation			
	Name			
	Compensation			
	Name			
	Compensation			
	Name			
	Compensation			
	Name			
	Compensation			

Department of Community Services and Development CSD 279 (Rev. 1/2015)

# **Description of Information Requested**

### Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award funds multiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

# Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

- a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and
- b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section 6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC). SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR

Part 170 for exemption

http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf

criteria.

### **Additional Resources**

Additional Resources				
	Unique Identifier (DUNS Number)			
The Data Universal Numbering System (DUNS) is the widely used system for identifying business entities on a location specific basis. The DUNS number remains with the company location to which it has been assigned even if it closes and goes out of business.	https://iupdate.dnb.com/iUpdate/companylookup.htm			
	Zip Code + 4 Digit Zip			
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupActionlinput.action			
	Congressional District			
Use the following sites to ide	ntify your congressional district			
U.S. Congressional District	http://www.house.gov/representatives/find/			
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/			
Reporting Requirement Regulations				
The Federal Funding Accountability and Transparency Act of 2006 FFATA Subaward Reporting	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm			
System (FSRS) website	https://www.fsrs.gov/			



# CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES FAMILY SUPPORT ADMINISTRATION

PROGRAM:

Department of Energy Weatherization Assistance Program

PERIOD:

July 1, 2016 through January 31, 2017

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.

Title

7011- 1700 01V

Signature

Date

# Approved by OMB

0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

DISCLOSURE OF LOBBYING ACTIVITIES

1. Type of Federal Action: 2. Status of Federal Action: 3. Report Type: a. contract a. bid/offer/application a. initial filing b. material change b. grant b. initial award c. cooperative agreement c. post-award d. loan For Material Change Only: e. loan guarantee \_ quarter year \_\_\_\_\_ f. loan insurance date of Last report 5. If Reporting Entity in No. 4 is Subawardee, Enter Name 4. Name and Address of Reporting Entity: and Address of Prime: Subawardee Prime Tier \_\_\_\_\_, if known: Congressional District, if known: Congressional District, if known: 7. Federal Program Name/Description: 6. Federal Department/Agency: CFDA Number, If applicable: 8. Federal Action Number, if known: 9. Award Amount, if known: b. Individuals Performing Services (including address if Name address of Lobbying Entity 10. a. (if individual, last name, first, name, MI): different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary) 13. Type of Payment (check all that apply): 11. Amount of Payment (check all that apply): a. retainer actual planned b. one-time fee C. commission 12. Form of Payment (check all that apply): d. contingent fee a. cash e. deferred b. in-kind; specify: value f. other; specify: 14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary) 16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is Signature: a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. Print Name: 1353. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure. Telephone No.: \_\_\_\_\_ **Authorized for Local Reproductions** Federal Use Only: Standard Form - LLL

# **DISCLOSURE OF LOBBYING ACTIVITIES**

**CONTINUATION SHEET** 

Approved by OMB 0348-0046

Reporting Entity:	Page	_ of

# 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.

- Identity 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.
- 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\2014 LIHEAP\Exhibits\9 LIHEAP Exhibit I Certification Regarding Lobbying Rev 12.16.13.doc

# **Executive Director and Board Roster**

Programs Administered: CSBG	Energy		
Agency Name:	Community Action Partnership of Riverside County	Contact Email Address:	PatSanchez@capriveriside.org
Contact Person:	Patricia Sanchez	Date Submitted:	05/16/16
Contact Phone Number:	951.955.3217	Total Number of Board Seats:	31
I ist the name of each hoard member	is the name of each hoard member and identify any broad vacancies. In the "employ head the safe the sa	the date the seat became vacant	and enecify the sector

LIST THE Name OF each board member and identify any board vacancies. In the "Name" field identify the date the seat became vacant and specify the sector represented in the "Sector" field.

Sector: Please indicate P=Public, PR= Private, L= Low Income (Energy only agencies are not required to identify the sector.)

6	5	4	ω	2	1			
Art Garcia	Teresa Hunter	Susan McKee	Ernie Saldana	Tiffany Baker	Dale Cook		Brenda S. Freeman	Name
Commissioner Alternate, District 1	Commissioner Primary - District 1	Past Chair Primary- Private	Secretary Primary	Vice-Chairman Primary	Board Chair Primary Designee	Additional Authorized signer of the Contract	Executive Director	Title/Position
14190 Moonri	2361 Prospect	900 University Ave. Riverside CA 62521	PO Box 1037	27262 Via Indu	City of Palm S <sub>1</sub> Palm Springs,	As a public agency, the Board of Supervisors Agent are the only a	2038 Iowa Ave	
14190 Moonridge Drive, Riverside, CA 92503	2361 Prospect Avenue, Riverside, CA 92507	900 University Ave., 3108 Hinderaker Hall Riverside CA 62521	PO Box 1037 Cabazon, CA 92230	27262 Via Industria, Temecula, CA 92590	City of Palm Springs, P. O. Box 2743, Palm Springs, CA 92263-2743	As a public agency, the County of Riverside Board of Supervisors and the County Purchasing Agent are the only authorized signers of the Contract.	2038 Iowa Ave Suite B102, Riverside, CA 92507	Address
Low- Income	Low- Income	Private	Low- Income	Private	Public			Sector
951.525-0350	951. 683.8773	951.827.2750	909.835.3894	tbaker@theem 951.514.293	760.323.8198 Dalı		951.955.3563	Phone Number
ib1mrg41@gmail.com	sohappy831@yahoo.com	susan.mckee@ucr.edu	abear.12@hotmail.com	tbaker@theempowermentcenterintl.com 514.293	Dale.Cook@palmsprings-ca.gov		Bfreeman@capriverside.org	Email

17	16	15	14	13	12	11	10	9	∞	7	
VACANT	Gail Ousley	Bill Perez	VACANT	Randy D. Triplet	Carole Schaudt	J. Gene Walker	Mary Morse	VACANT	Jesse Valenzuela	Marvin Powell, Jr.	Name
Commissioner Primary, Labor/Employment	Commissioner Primary, Social Service	Commissioner Alternate, Labor/Employment	Commissioner Alternate At-Large	Commissioner Alternate, District 5	Commissioner 7 Alternate, District 4	Commissioner Primary, District 4	Commissioner Alternate, District 3	Commissioner Primary District 3	Commissioner Alternate District 2	Commissioner Primary, District 2	Title/Position
ment	6215 River Crest Drive, Suite B Riverside, CA 92507	Riverside/San Bernardino B.C.T.C. 1074 E. La Cadena Drive Suite 15 yment Riverside. CA 92507		P.O. Box 8566, Moreno Valley, CA 92552	74-007 Oak Springs Drive, Palm Desert, CA 92260	P.O. Box 5313, Palm Springs CA 92263	P.O. Box 2453 Idyllwild, CA 92549		824 Poppy Seed Lane, Corona, CA 92881	8072 Garfield, Riverside, CA 92504	Address
Private	Private	Private		Low- Income	Low- Income	Low- Income	Low- Income	Low- Income	Low- Income	Low- Income	Sector
	951.697.4711	951.684.1010		951.992.8119 bis	760.567.3361 caro	760.898.6978	marymorse@ 951.634.4048		909.561.1093 jessev	951.686.0334	Phone Number
	gousley@uwiv.org	btcbill@sbcglobal.net		bishoptriplett@gmail.com	caro e@carole-schaudt.info	jwalker15@dc.rr.com	marymorse@humanrelationscouncil.com		jessevalenzuela 1951@gmail.com	marvinjr@gmail.com	Email

Ē	myarbrough@cityofperris.org	951.943.6100 my	Public	101 North D Street Perris, CA 92570 Page 3	Commissioner Alternate, City of Perri	30. Raul Mark Yarbrough	ω
agov	msoubirous@riversideca gov	951.826.5991	Public	3900 Main street Perris, CA 92570	Commissioner Primary, City of Riverside	Mike Soubirous	29
1	tburke@cityofperris.org	951.943.6100	Public	101North D Street Perris, CA 92570	Commissioner Primary, City of Perris	Tonya Burke	28
L		760.323.8198	Public	3200 East Tahquitz Canyon Way ings Palm Springs, CA 92262	Commissioner Primary, City of Palm Springs	Robert Moon	27
	jalvarez@coachella.org	760.398.3502	Public	1515 6th St. la Coachella, CA 92236	Commissioner Alternate, City of Coachella	Jacob Alvarez	26
ज	bsanchez@coachella.org	760.398.3502	Public	1515 6th St. Coachella, CA 92236	Commissioner Primary, City of Coachella	Betty Sanchez	25
Sne	asandoval.ci.banning.ca us	951.966.5390	Public	PO Box 998 Banning, CA 92220	Commissioner Alternate, City Of Bann ng	Ana Sandoval	24
	GEMBALL11@msn.com	951.922.3102	Public	PO Box 998 Banning, CA 92220	Commissioner Primary, City of Banning	George Moyer	23
	imorales@icls.org	951.368.2540	Private	1040 Iowa Avenue, Suite 101 Riverside, CA 92507	Commissioner Alternate, Legal	Irene Morales	22
	kulpabruce@aol.com	9451.341.0170	Private	4250 Brockton Avenue Riverside, CA 92501	Commissioner Primary, Housing	Bruce Kulpa	21
	Michael.wright@rcc.edu	951.222.8968	Private	Director Workforce Preparation 4800 Magnolia Ave, Riverside, CA 92506	Commissioner Alternate, Education	Michael Wright	20
3	rvgamboa@yourcvb.com	760.902.7362	Private	39575 Washington Street,Suite 101 es Palm Desert, CA 92211	Commissioner Alternate, Financial Services	Ronald V. Gamboa	19
	terri.vise@nhcare.org	951.316.7293	Private	41840 Enterprise Circle North Temecula, CA 925940	Commissioner Primary, Health Care	Terri Vise	18
	Email	Phone Number	Sector	Address	Title/Position	Name	

# DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT Executive Director and Board Roster

CSD 188 (Rev 10/2015)

Instructions: Executive Director and Board Roster (CSD 188)

Agency Name Legal entity title as stated on Federal Tax ID Form (STD 204)

Agency Information: Name, phone number and email of person completing the form

**Programs Administered:** Please check each box that applies. For example, if your agency administers both CSBG and Energy, please check both

boxes; however, if your agency administers one, check the applicable program box.

Date Submitted: Enter the date the agency of submission of the Executive Director Board Roster (CSD 188) form to CSD

Total Number of Board Seats: Enter the total number of Board seats required under your agency Bylaws.

Executive Director and Board Member

Information:

Enter the executive director's information. If applicable, enter the name of the additional authorized signer of the

contract. Enter the current Board Chair and board member names, title and sector\*. For each board member

provide an address other than the Agency's and a contact phone number for each member.

form identifying the changes should be submitted electronically to the Contract Services Unit at: contracts2@csd.ca.gov Agency must submit any changes/updates to the Executive Director and Board Roster (CSD 188) within thirty days of such occurrence(s). The updated



# 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





# TABLE OF CONTENTS

		Page
ARTICLE I	COMMUNITY ACTION COMMISSION	5
Section 1.	Name	
Section 2.	History	
Section 3.	Purpose	
Section 4.	Organization	
ARTICLE II	COMMISSION COMPOSITION	5
Section 1.	Public Sector Members	
Section 2.	Low-Income Sector Members	
Section 3.	Private Sector Members	
ARTICLE III	COMMISSION SELECTION PROCEDURES	6
Section 1.	Selection Procedure for Public Sector Commissioners	
Section 2.	Selection Procedure for Low-Income Sector Commissioners	
Section 3.	Selection Procedure for Private Sector Commissioners	
ARTICLE IV	TERMS	7
Section 1.	Public Sector Commissioner	
Section 2.	Low-Income Sector Commissioner	
Section 3.	Private Sector Commissioner	
Section 4.	Term Limits	
Section 5.	Staggering Terms	
Section 6.	Representing Different Sectors	
ARICLE V	VACANCIES AND RESIGNATIONS	7
Section1.	Public Sector Vacancies	
Section 2.	Low-Income Sector Vacancies	
Section 3.	Private Sector Vacancies	
Section 4.	Resignations	
ARTICLE VI	POWERS OF THE COMMISSION	8
Section 1.	Delineation of Powers Agreement	
Section 2.	Review and Approval of Agreements	
Section 3.	Communication with the Board of Supervisors	
Section 4.	Community Involvement	
Section 5.	Commission Rules and Procedures	
Section 6.	Rules and Procedures Requiring Board of Supervisors Approval	
Section 7.	Annual Report or Presentation to the Board of Supervisors	

### Community Action Commission of Riverside County Bylaws **ARTICLE VII** OFFICERS AND ELECTIONS Section 1. Officers Section 2. Terms Section 3. **Duties of Officers** Section 4. Election of Officers Section 5. Vacancies Section 6. Removal of an Officer Section 7. Resignation ARTICLE VIII CONDUCT 11 Section 1. Code of Ethics Section 2. Conflicts of Interest Section 3. Removal of a CAC Commissioner Section 4. Removal Based on Absenteeism Section 5. Process for Removal Section 6. Leave of Absence ARTICLE IX **COMMITTEES AND DUTIES** 13 Section 1. Standing Committees Section 2. **Executive Committee** Section 3. Planning Evaluation and Finance Committee Section 4. Membership Committee Section 5. Legislative Committee Section 6. **Energy Task Force** Section 7. Ad Hoc Committees Section 8. Chairpersons of Standing Committees **ARTICLE X** MEETINGS OF THE COMMISSION AND COMMITTEES 14 Section 1. Meetings Section 2. Meeting Rules Section 3. Notification of Meetings Rules of Order and Procedures for Conduct of Meetings Section 4. Section 5. Ouorum Section 6. Canceling Meetings

Section 7.

Section 8.

Section 9.

Section 1.

Section 2.

**ARTICLE XI** 

**Minutes** 

**Proxy Voting** 

Compensation

Special / Emergency Meetings

Reimbursement and Allowances

COMPENSATION/REIMUBURSEMENT AND ALLOWANCES

15

# Community Action Commission of Riverside County Bylaws



ARTICLE XII	AMENDMENT OF BYLAWS	16
Section 1. Section 2. Section 3. Section 4. Section 5.	Notification of Bylaws Changes Voting on Recommended Amendments Bylaws Amendments Requiring Approval by the Board of Supervisor Bylaw Amendments Not Requiring Approval by Board of Supervisor Copy to CSD	<b>13</b>
ARTICLE XIII	PUBLIC ACCESS TO RECORDS	16
EXHIBIT A	DELINEATION OF POWERS	

## ARTICLEI

## COMMUNITY ACTION COMMISSION

- Name: The name of the entity is the Community Action Commission (CAC). Section 1. The Community Action Commission is located in Riverside, California.
- History: The County of Riverside as a political subdivision of the State of Section 2. California designated itself as a Community Action Agency on July 1, 1979.
- Section 3. 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 CAC advises the Riverside County Board of Supervisors (Board of Supervisors) on the administration of Community Action programs and assures decision-making and participation by low-income individuals in the development, planning, implementation and evaluation of Community Action programs.

Organization: The Community Action Agency is comprised of the Board of Section 4. Supervisors, as the Governing Board and the designating officials, the Community Action Commission as an administering board, and the paid staff.

#### ARTICLE II

#### COMMISSION COMPOSITION

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

- Public Sector Members: One-third (1/3) of the tripartite board members shall be Section 1. elected public officials, holding office on the date of selection or their designated representatives.
- Section 2. Low Income Sector Members: At least one third (1/3) of the tripartite board members shall be low income individuals who reside in the area served.
- Private Sector Members: The remainder of the tripartite board shall be members Section 3. of business, industry, labor, religious, law enforcement, education or other major group and interests in the community served.



## ARTICLE III

## COMMISSION SELECTION PROCEDURES

Members of the Commission are selected in a manner as to assure that they speak and act on behalf of the group or organization which they represent.

- Selection Procedure for Public Sector Commissioners: Public Sector Members Section 1. shall be elected officials of cities within the County of Riverside. representative cities of the public sector shall be determined by the Commission. The City of Riverside will hold one (1) permanent seat.
- Selection Procedure for Low-Income Sector Commissioners: The representatives Section 2. of the low-income sector shall be persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families in the neighborhood served; reside in the neighborhood served; and are able to participate actively in the development, planning, implementation, and evaluation of the program. A Low-Income Sector alternate (now means replacement) will be selected using the same democratic selection procedures.

#### Candidate requirements: a.

- (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) Candidates need not themselves be low-income; however, preference in selection shall be given to low-income individuals.
- May not be a CAP Riverside staff person. (5)
- Section 3. Selection Procedure for Private Sector Commissioner: Private Sector Members shall be selected to ensure that the CAC will have broad community involvement. The organizations selected shall correspond with the priority areas of the Community Needs Assessment. Each organization shall be required to disclose any affiliation or potential conflict of interest. The CAC shall determine the type of private sector representation from among business, industry, labor, religious, law enforcement, education or other service organizations. Each organization chosen by the CAC will be required to send written confirmation of their chosen representative.

## ARTICLE IV

## TERMS

- Section 1. Public Sector Commissioner: The term shall be equal in duration to their term as the Public Official. The Public Official, or their designee, shall serve only while the Public Official continues to hold public office.
- Low-Income Sector Commissioner: The term shall be four (4) years. A Low-Section 2. Income Sector Commissioner shall only continue to serve so long as they reside in the area they represent,
- Private Sector Commissioner: The term shall be four (4) years. A Private Sector Section 3. Commissioner shall serve only while he/she continues to be associated with the organization that designated him/her.
- Term Limits: Members who serve in a sector a total of eight (8) years must Section 4. leave the CAC for one (1) year before returning to the same sector.
- Section 5. Staggering Terms: Appointments and Terms for the Private Sector and Low-Income Sector may be staggered to provide for continuity.
- Representing Different Sectors: A member may serve in another sector following Section 6. two full terms if the basic requirements for the new sector are met.

#### **ARTICLE V**

## **VACANCIES AND RESIGNATION**

The CAC shall take steps to ensure that vacant seats are filled in a timely manner.

- Public Sector Vacancies: The CAC will request that the Public Official or the Section 1. designated city fill the vacancy, subject to the approval of the CAC.
- Low-Income Sector Vacancies: The alternate may assume the vacancy for the Section 2. remainder of the term so long as they continue to meet the low-income sector requirements. If the alternate chooses to remain in alternate status, then the seat shall be filled in accordance with democratic selection procedures.
- Private Sector Vacancies: The CAC shall request the Private Sector Organization Section 3. to designate another individual to fill the vacancy for the remainder of the term, subject to approval by the CAC.
- Resignations: Any member of the CAC may resign at any time by so stating at a Section 4. duly held meeting of the Commission with a quorum present, or in writing to the CAC Chairperson and the Executive Director, if unable to attend.

## **ARTICLE VI**

## POWERS OF THE COMMISSION

- Delineation of Powers Agreement: The powers of the CAC are set forth in the Section 1. Delineation of Powers Agreement. The Delineation of Powers Between the Board of Supervisors and Community Action Commission is attached hereto as Exhibit A and is incorporated herein by this reference.
- Section 2. Review and Approval of Agreements: The Commission shall review and approve various agreements related to the provision of services, including the review and recommend approval of county agreements, budgets and financial reports pertaining to CAP programs. The Board of Supervisors and/or the County Purchasing Agent have the authority to enter into agreements on behalf of the Community Action Agency. The Board of Supervisors may authorize the Executive Director of CAP Riverside to sign amendments to the contract agreements as approved by County Counsel.
- Communication with the Board of Supervisors: The CAC shall make Section 3. recommendations to the Board of Supervisors in a timely manner on community action matters for which only the Board has authority or on matters requiring Board of Supervisors action. Communication from the CAC shall be forwarded by the Chairperson to the Executive Director who shall distribute accordingly.
- Section 4. Community Involvement: In partnership with CAP staff, the CAC shall be a continuous and effective mechanism for securing community involvement in community action programs.
- Section 5. Commission Rules and Procedures: The CAC shall have the power to determine, subject to federal, state and local policies, its own rules and procedures regarding the following:
  - Selection of its own officers, Executive Committee and/or other committees in accordance with the Bylaws;
  - Ъ. Determination of time, date and place of meetings;
  - C. Matters of representation; and
  - d. Similar provisions that affect the CAC
- Rules and Procedures Requiring Board of Supervisors Approval: Recommended Section 6. 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 7. Annual Report or Presentation to the Board of Supervisors: The CAC shall submit at least one (1) annual report or presentation to the Board of Supervisors regarding the needs and performance of CAP programs and include a current roster of Commission members, subject to mutual agreement.

#### ARTICLE VII

#### OFFICERS AND ELECTIONS

- Section 1. Officers: The Executive Committee shall be comprised of a Chairperson, Vice-Chairperson, Secretary and an Ex-Officio member. The Chairperson, Vice-Chairperson and Secretary each shall be elected from the CAC membership.
- Section 2. Terms: All officers shall hold office for a period of one (I) year.
  - a. Officers can be re-elected. Officers shall be elected by a majority vote.
  - b. No officer or ex-officio member shall serve in the same position for more than two (2) consecutive terms.

## Section 3. <u>Duties of Officers:</u>

- a. <u>Chairperson</u>: The Chairperson shall be familiar with the CAC Bylaws, rules and policies. The Chairperson shall preside over all meetings of the CAC and the Executive Committee. The Chairperson shall provide the initiative and leadership necessary for their proper functioning, with the assistance of the Executive Director. The Chairperson will 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. <u>Vice-Chairperson:</u> The Vice-Chairperson shall serve in the absence of the Chairperson. The Vice-Chairperson shall carry out other duties as requested by the Chairperson. The Vice-Chairperson shall serve as the Chairperson of the Planning, Evaluation, and Finance Committee (PE&F).
- c. <u>Secretary</u>: The Secretary shall be responsible for ensuring those minutes of each official meeting of the Commission is recorded, and that any errors in the minutes are presented to the Commission for correction. The Secretary shall 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. The Secretary shall serve as the Chairperson in the absence of the Chairperson and the Vice-Chairperson.



- Ex-Officio Member: The immediate past Chairperson shall serve as the d. Ex-Officio member 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 the Ex-Officio member.
- Election of Officers: Officers shall be elected during the meeting held in Section 4. November of each year. Officers shall take office and assume their duties in January.
  - Nomination of officers: the Ad-Hoc Nominating Committee shall present a. the slate of officers to the Commission for a majority vote. Nominations may also be taken from the floor.
  - Officers must be members of the CAC and have at least one year left on Ъ. their membership term.
- Vacancies: The Chairperson may appoint a temporary replacement to fill the Section 5. position of the Vice-Chairperson or Secretary until special elections are called to fill the vacancy.
  - The election to fill the vacant office shall be for the unexpired term. a.
  - In the event that the office of the Chairperson and Vice-Chairperson Ъ. become vacant simultaneously, the CAC shall elect a successor from its membership to fill the unexpired term at the next regular meeting.
- Section 6. Removal of an Officer: Officers of the CAC may be removed:
  - The officer shall be given notice of the intent of removal in a manner a. determined by the CAC.
  - Ъ. The officer shall be given an opportunity to respond.
  - Removal of an Officer requires a two-thirds (2/3) vote of the commission C. present at the regular meeting duly called for that purpose with a quorum present. Voting shall be conducted by closed ballot.
- Resignation: Any officer may resign at any time by so stating at a duly held Section 7. meeting with a quorum present, or in writing if unable to attend.



## ARTICLE VIII

#### CONDUCT

- Code of Ethics: CAC members shall conduct themselves in accordance with the Section 1. County of Riverside Code of Ethics and Community Action Code of Ethics.
  - Ethics Training: CAC members shall attend and complete an ethics training program every two years pursuant to Board of Supervisors Policy. Newly appointed members must complete their initial ethics training within one year of appointment.
- Conflicts of Interest: Each Commission member shall certify in writing that Section 2. he/she is not in conflict of interest in accordance with applicable state or local requirements.
  - a. Commission members may not vote or participate in discussion on matters involving recommendations for funding of an organization if:
    - The Commissioner or an immediate family member is employed (1) by the proposed delegate agency or organization. "Immediate family members" means: spouse, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, and adopted and step family members.
    - The Commissioner sits on the board of a proposed delegate agency **(2)** or organization.
  - Neither commissioners nor members of their immediate family can be Ъ. employed by CAP Riverside or receive a salary from programs funded by CAP Riverside.

#### Section 3. Removal of a CAC Commissioner:

- Public Sector Commissioners: May be removed from the CAC only by a. their designating city/agency. However the CAC may petition for the city/agency to remove the Public Sector Commissioner. Grounds for removal shall include but is not limited to:
  - 1. Failure to comply with any eligibility requirement of these Bylaws.
  - 2. Willful maintenance of a conflict of interest.
  - 3. Willful and persistent refusal to observe the rules of order in the conduct of meetings.
  - 4. Absence from three consecutive meetings, or four (4) meetings in a calendar year.



- b. Low-Income and Private Sector Commissioners: May be removed by the CAC upon the recommendation of the Executive Committee. Grounds for removal shall include, but is not limited to, the following:
  - 1. The Private Sector Commissioner is no longer a member of the participating organization.
  - 2. The Low-Income Sector Commissioner moves out of the area they represent.
  - 3. Failure to comply with any eligibility requirement of these Bylaws.
  - 4. Willful maintenance of a conflict of interest.
  - 5. Willful and persistent refusal to observe the rules of order in the conduct of meetings.
  - 6. Absence from three (3) consecutive meetings, or four (4) meetings in a calendar year.
- Removal Based on Absenteeism: The process for removal based on absenteeism Section 4. shall be as follows:
  - 1. Notice of this provision will be provided to any Commissioner absent from two consecutive meetings.
  - 2. Upon the occurrence of three consecutive absences, the Executive Committee will determine whether to proceed with the removal process.
  - 3. This section will not apply if the Commissioner is absent due to the granting of a Leave of Absence.
- Section 5. Process for Removal: The process for removal shall be as follows:
  - Notice will be provided to the Commissioner regarding the proposed 8, grounds for removal.
  - The Executive Committee shall hold an interview if requested by the Ъ. commissioner involved.
  - If a determination is made to proceed with the removal, a recommendation C. of removal shall be submitted by the Executive Committee to the entire CAC no less than ten (10) days before the next regular meeting.
  - A two-thirds (2/3) vote of the CAC members present shall be required to đ. approve removal.



Leave of Absence: A commissioner may request to be granted a leave of absence Section 6. for no more than a three month period. The request must be approved by the Executive Committee. 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.

## ARTICLE IX

## **COMMITTEES AND DUTIES**

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.

- Standing Committees: Standing committees may be formed as needed by a Section 1. majority vote of CAC members present. All standing committees shall be composed of CAC members. Committee membership shall fairly reflect the composition of the CAC to the extent possible.
- Section 2. 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. The Executive Committee shall be responsible for the following:
  - a. The Executive Committee may only transact routine and ordinary business between meetings of the full commission; 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 for each regular monthly meeting.
- Planning Evaluation and Finance Committee: The PE&F Committee shall be Section 3. composed of at least three (3) commission members, one from each sector and shall recommend action to the CAC for vote. The PE&F Committee shall make recommendations on grant applications, needs assessment, selection of delegate agencies and other program and funding matters. The PE&F Committee will review and comment on various agreements and recommend approval to the full Commission. The Vice-Chairperson shall serve as Chairperson of the PE&F Committee.
- Membership Committee: The Membership Committee shall be composed of at Section 4. least three (3) members, one from each sector and shall monitor and insure that the CAC composition is in compliance with the Bylaws. The Secretary shall serve as Chairperson of the Membership Committee.

# Community Action Commission of Riverside County Bylaws



- Section 5. <u>Legislative Committee</u>: The Legislative Committee shall be composed of at least three (3) Commissioners and shall make recommendations on legislative matters and report to the CAC on such matters.
- Section 6. Energy Task Force: The Energy Task Force shall be composed of at least three

  (3) Commissioners, along with non-members who shall make policy and program recommendations.
- Section 7. Ad-hoc Committees: In addition to Standing Committees, the CAC operates with special (Ad hoc) committees as the need arises. The Ad-hoc Committee shall be composed of at least three CAC members and may include non-members. The Chairperson of each special committee shall be appointed by the CAC Chairperson at inception of the committee. The purpose of the committee must so be stated in the creating motion. When the committee's purpose has been achieved, the committee shall be dissolved.
- Section 8. 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 provide a report on the committee's activities at the regular CAC meetings.

## ARTICLE X

## MEETINGS OF THE COMMISSION AND COMMITTEES

- Section 1. Meetings: All meetings of the CAC shall be conducted in accordance with the Ralph M. Brown Act (Brown Act)
- Section 2. Meeting Rules: The CAC and each committee of the CAC shall conduct their meetings and discharge their duties in accordance with the rules, procedures and meeting calendar which the Commission and committee sets for itself on the occasion of its first meeting following appointment of its slate of officers.
- Section 3. Notification of Meetings: Written notice of the time, date, location and agenda of each meeting shall be given pursuant to the Brown Act.
- Section 4. Rules Of Order and Procedure for Conduct of Meetings: The Robert's Rules of Order, will serve as the guidelines for the conduct of CAC meetings and for parliamentary procedures within each meeting, except when they are in conflict with these Bylaws, the CAC Bylaws shall prevail.
- Section 5. Quorum: A quorum must be present while the meeting is in session. A quorum of the CAC shall consist of fifty-one percent (51%) of the voting membership, not counting vacant seats. Each attending CAC Commissioner shall sign the attendance roster which shall be filed at CAP Riverside.



- a. The only business the CAC shall transact in absence of a quorum is to:
  - 1. Take measures necessary to obtain a quorum;
  - 2. Fix the date and time to which to adjourn;
  - 3. Adjourn to take a recess; and/or
  - 4. Continue the entire agenda to the next meeting.
- Canceling Meetings: The CAC may dispense with any regular meeting by an Section 6. affirmative vote of a quorum of the CAC made at any proceeding regular meeting.
- Minutes: Written minutes shall be kept for each meeting and shall include the Section 7. following information: (1) The date and place of the meeting; (2) The kind of meeting held (such as special or regular); (3) A record of votes on all CAC motions; (4) Whether the minutes of the previous meetings were approved; and (5) The time the meeting started and adjourned.
  - The minutes of previous meetings shall be sent to all CAC Commissioners at least three (3) days before the meeting.
  - The minutes shall be made available for public inspection. Ъ.
  - The CAC Secretary shall sign the official minutes upon approval.
- Section 8. Proxy Voting: Voting by proxy is not permitted
- Section 9. Special/Emergency Meetings: Special and or Emergency meetings of the Commission may be called at any time by the Chairperson or by a quorum of the Commission. The notice of the special meeting shall specify the time, place, and business to be transacted, and no other business shall be considered unless in accordance with, and under the provisions of, the Brown Act.

#### ARTICLE XI

## COMPENSATION/REIMBURSEMENTS AND ALLOWANCES

- Section 1. Compensation: Regular compensation is prohibited.
- Reimbursements and Allowances: Reimbursements and Allowances for CAC Section 2. members may be permitted. Allowance may be defined as reimbursement for childcare, travel, and certain meals.



## ARTICLE XII

## AMENDMENT OF BYLAWS

- Section 1. Notification for Bylaws Changes: Every Commissioner 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 recommendation of amendments to the bylaws. Every member of the CAC will be provided a copy of the proposed amendments to the bylaws at least ten (10) days prior to the meeting duly called for that purpose.
- Voting on Recommended Amendments: An affirmative vote of a quorum of the Section 2. CAC is required to approve an initiative which would amend the bylaws or which recommends such a matter to the Board of Supervisors.
- Bylaws Amendments Requiring Approval by the Board of Supervisors: Upon an Section 3. affirmative vote of a quorum of the CAC, the recommended amendments to the bylaws will be submitted to the Board of Supervisors for approval.
- Bylaws Amendments Not Requiring Approval by the Board of Supervisors: The Section 4. CAC may amend without consent from the Board of Supervisors, those sections that are delegated to the to the CAC pursuant to the Delineation of Powers Between the Board of Supervisors and the Community Action Commission (Attached hereto as Exhibit A).
- Copy to CSD: A copy of CAC Bylaws and all amendments shall be submitted to Section 5. the California Department of Community Services and Development in accordance with CSBG Regulations.

## ARTICLE XIII

## PUBLIC ACCESS TO RECORDS

Any person who wishes to inspect or copy CAC records regularly maintained by CAP Riverside may do so after making a request to the CAP administration. Information will be provided pursuant to the Public Records Act and any other applicable laws.



## EXHIBIT A

DELINEATION OF POWERS BETWEEN GOVERNING BOARD AND COMMUNITY ACTION COMMISSION State of California
Department of Community Services and Development
2016 DOE Allocation
Administration and Training & Technical Assistance

	Contract	2016	Total	Allowable	Allowable
County/Service Territory	Number	DOE	Allocation	Admin	T&TA
odulity/defvice reflicity	Number	PCA 25016	(Contract)	Admin	IGIA
		1 OA 20010	(Contract)		
1 Alameda County - Spectrum Community Services, Inc.	16C-6001	134,300	134,300	8,008	7,651
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA				· ·	*
Amador County		7,823	7,823	466	446
Calaveras County	-	11,573	11,573	690	659
Tuolumne County		21,876	21,876	1,304	1,246
Service Territory Total	16C-6002	41,272	41,272	2,460	2,351
3 Butte County - CAA of Butte County, Inc.	16C-6003	74,537	74,537	4,444	4,246
4 Colusa Service Territory - Glenn County Health and Human Services Agency					
Colusa County		4,715	4,715	281	269
Glenn County		6,699	6,699	399	382
Trinity County		4,977	4,977	297	284
Service Territory Total	16C-6004	16,391	16,391	977	935
5 Contra Costa Co Contra Costa Employment & Human Services Dept/CSB	16C-6005	115,014	115,014	6,858	6,552
6 Del Norte County - Del Norte Senior Center, Inc.	16C-6006	22,670	22,670	1,352	1,291
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency	1				U
Alpine County		902	902	54	51
El Dorado County	1	63,990	63,990	3,816	3,645
Service Territory Total	16C-6007	64,892	64,892	3,870	3,696
8 Fresno County - Fresno County Economic Opportunities Commission	16C-6008	265,363	265,363	15,823	15,118
9 Humboldt Service Territory - Redwood CAA					
Humboldt County	R I	55,918	55,918	3,334	3,186
Modoc County	k l	5,953	5,953	355	339
Service Territory Total	16C-6009	61,871	61,871	3,689	3,525
10 Imperial Service Territory - Campesinos Unidos, Inc.	1				
Imperial County		26,387	26,387	1,573	1,503
San Diego County - Area A	1 1	144,566	144,566	8,620	8,236
Service Territory Total	16C-6010	170,953	170,953	10,193	9,739
11 Inyo Service Territory - TBD		M			
Inyo County		18,090	18,090	1,079	1,031
Mono County	l	22,738	22,738	1,356	1,295
Service Territory Total	16C-6011	40,828	40,828	2,435	2,326
12 Kern County - Community Action Partnership of Kern	16C-6012	241,942	241,942	14,426	13,783
13 Kings County - Kings Community Action Organization, Inc.	16C-6013	32,796	32,796	1,956	1,868
14 Lake Service Territory - North Coast Energy Services, Inc.		20.040	22.246	4.004	4.005
Lake County		32,216	32,216	1,921	1,835
Mendocino County		38,899	38,899	2,319 963	2,216 920
Napa County		16,148	16,148	2,530	2,417
Solano County		42,430 67,878	42,430 67,878	4,047	3,867
Sonoma County			33,889	2,021	1,931
Yolo County	16C-6014	33,889	231,460	13,801	13,186
Service Territory Total	16C-6014	231,460		1,044	998
15 Lassen County - Lassen Economic Development Corporation	100-0015	17,516	17,516	1,044	330
Los Angeles County	16C-6016	431,626	431,626	25,739	24,589
16 Area A - Maravilla Foundation	16C-6016	305,117	305,117	25,739 18,193	17,382
17 Area B - Pacific Asian Consortium in Employment	16C-6017	266,192	266,192	15,872	15,165
18 Area C - Long Beach Community Action Partnership	16C-6019	23,413	23,413	1,396	1,334
19 Marin County - Community Action Marin	16C-6019	41,335	41,335	2,465	2,355
20 Mariposa County - Merced County CAA	100-0020	71,000	41,000	2,400	2,000

State of California
Department of Community Services and Development
2016 DOE Allocation
Administration and Training & Technical Assistance

	Contract	2016	Total	Allowable	Allowabie
County/Service Territory	Number	DOE	Allocation	Admin	T&TA
		PCA 25016	(Contract)		ľ
21 Merced Service Territory - Merced County CAA					
Madera County		35,502	35,502	2,117	2,023
Merced County		66,548	66,548	3,968	3,791
Service Territory Total	16C-6021	102,050	102,050	6,085	5,814
22 Nevada County - Project GO, Inc.	16C-6022	42,792	42,792	2,552	2,438
23 Orange County - Community Action Partnership of Orange County	16C-6023	177,047	177,047	10,557	10,086
24 Placer County - Project GO, Inc.	16C-6024	50,416	50,416	3,006	2,872
25 Plumas Service Territory - Plumas Co. Community Development Commission		×			
Plumas County		12,772	12,772	762	728
Sierra County		2,310	2,310	138	132
Service Territory Total	16C-6025	15,082	15,082	900	860
26 Riverside County - Community Action Partnership of Riverside County	16C-6026	277,632	277,632	16,555	15,816
27 Sacramento Service Territory - Community Resource Project, Inc.					
Sacramento County		210,323	210,323	12,541	11,982
Sutter County		18,608	18,608	1,110	1,060
Yuba County		20,548	20,548	1,225	1,171
Service Territory Total	16C-6027	249,479	249,479	14,876	14,213
28 San Bernardino County - Community Action Partnership of San Bernardino Co.	16C-6028	276,610	276,610	16,494	15,758
29 San Diego County - Area B - Metropolitan Area Advisory Committee	16C-6029	68,068	68,068	4,059	3,878
30 San Francisco County - Economic Opportunity Council of San Francisco, Inc.	16C-6030	64,317	64,317	3,835	3,664
31 San Joaquin Co San Joaquin Co. Dept. of Aging & Community Services	16C-6031	126,942	126,942	7,569	7,232
32 San Luis Obispo Co Community Action Partnership of San Luis Obispo Co., Inc.	16C-6032	34,538	34,538	2,059	1,968
33 Santa Barbara Co Community Action Commission of Santa Barbara County	16C-6033	56,201	56,201	3,351	3,202
34 Santa Clara County - Sacred Heart Community Service	16C-6034	135,235	135,235	8,064	7,704
35 Santa Cruz Service Territory - Central Coast Energy Services, Inc.		(4)			
Monterey County		71,572	71,572	4,268	4,077
San Benito County		9,016	9,016	538	514
San Mateo County		55,411	55,411	3,304	3,157
Santa Cruz County		42,812	42,812	2,553	2,439
Service Territory Total	16C-6035	178,811	178,811	10,663	10,187
36 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.					
Shasta County		57,445	57,445	3,425	3,273
Tehama County		24,420	24,420	1,456	1,391
Service Territory Total	16C-6036	81,865	81,865	4,881	4,664
37 Siskiyou County - Great Northern Services	16C-6037	41,224	41,224	2,458	2,348
38 Stanislaus County - Central Valley Opportunity Center, Inc.	16C-6038	110,380	110,380	6,582	6,288
39 Tulare County - Community Services & Employment Training, Inc.	16C-6039	152,839	152,839	9,113	8,707
40 Ventura County - Community Action of Ventura County, Inc.	16C-6040	70,393	70,393	4,197	4,010
			(Alexander Man)		
TOTALS		4,911,409	4,911,409	292,857	279,799
	3				