

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

449



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
March 4, 2010

SUBJECT: Request Approval for Sole Source Agreement with Habitat for Humanity – Helping Hands Project

RECOMMENDED MOTION: That the Board approve and

1. Authorize the Chairman of the Board to sign the attached Sole Source Agreement #CAP-10-009 between Community Action Partnership of Riverside County and Habitat for Humanity – Riverside for the Helping Hands Project, not to exceed \$50,000 per program year; and
2. Authorize the Purchasing Agent to sign any ministerial amendments and exercise the option to renew for up to one (1) additional one-year period for a total of two (2) years, not to exceed the Board authorized amount;

FORM APPROVED BY COUNTY COUNSEL
 BY: *Larisa R. Wickenna* DATE: *3/22/10*
 PURCHASING: *Mark Seller* ASSISTANT DIRECTOR

Lois J. Carson
 Lois J. Carson, CCAP, Executive Director

Continued (2-pages total)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% Federal – 2010 Community Services Block Grant	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	

C.E.O. RECOMMENDATION:

APPROVE
 BY: *Debra Cournoyer*
 Debra Cournoyer

County Executive Office Signature

Dept Recomm.: Policy
 Per Exec. Ofc.: Policy
 Consent:
 Consent:

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: April 6, 2010
 xc: CAP, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

Prev. Agn. Ref.: | **District:** 1, 2, 3, 5 | **Agenda Number:** 3.29

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FROM: Community Action Partnership
of Riverside County

DATE: March 4, 2010

SUBJECT: Request for Approval for Sole Source
Agreement with Habitat for Humanity - Riverside

PAGE: 2 of 2

BACKGROUND:

The Helping Hands Project will rehabilitate the exterior of 40 mobile homes in Western Riverside County for low and fixed income households living in mobile home communities. Emphasis will be placed on servicing seniors, disabled and veterans. Most mobile home communities maintain strictly enforced community standards in order to maintain the housing quality and safety of its residents. When households do not comply with maintenance regulations they often face penalties, which if not addressed may lead to eviction. This project assists households for whom compliance is not possible due to insufficient funds (low-income) and/or disability. This project helps prevent homelessness before it starts.

Exterior rehabilitation will include: minor exterior repairs, yard clean-up, exterior painting, and landscaping. The Project Manager will coordinate all activities for this project including but not limited to: management of the project, project promotion/awareness, prepare initial assessments on mobile homes, recruit volunteers to complete the project, supervise volunteer workforce, generate in-kind support/supplies, inspect completed work, assist in the preparation of grants, coordinate acquisition and delivery of materials, prepare reports, etc.

FINANCIAL IMPACT: No County General Funds will be required.

LJC:MYJ:KA:jb

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



PROFESSIONAL SERVICES AGREEMENT: CAP-10-009
CONTRACTOR: Habitat for Humanity Riverside
CONTRACT TERM: February 1, 2010 through December 31, 2010
MAXIMUM REIMBURSABLE AMOUNT: \$50,000

WHEREAS, the Community Action Partnership of Riverside County, hereinafter referred to as CAP Riverside, desires to reduce the risk of low to fixed income households in Western Riverside County from becoming homeless as a result of non-compliance with the maintenance standards of mobile home communities.

WHEREAS, Habitat for Humanity Riverside is qualified to provide exterior mobile home rehabilitation;

WHEREAS, CAP Riverside desires Habitat for Humanity Riverside hereinafter referred to as the CONTRACTOR, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of CAP Riverside and the CONTRACTOR;

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

Authorized Signature for Purchasing: 	Authorized Signature for CONTRACTOR: 
Printed Name of Person Signing: MARION ASHLEY	Printed Name of Person Signing: Karin Roberts
Title: CHAIRMAN, BOARD OF SUPERVISORS	Title: Executive Director
Address: 2980 Washington St. Riverside, CA 92504	Address: 2121 Atlanta Ave Suite B-3 Riverside, CA 92507
Date Signed: APR 06 2010	Date Signed: 2/24/10

ATTEST:

KECIA HARPER-IHEM, Clerk

By 
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY  3/22/10
LARISA R-MCKENNA DATE

RECEIVED

FEB 25 2010

Community Action Agency

APR 06 2010 329

**HABITAT FOR HUMANITY RIVERSIDE
PROFESSIONAL SERVICES AGREEMENT
TERMS AND CONDITIONS**

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LIST OF EXHIBITS AND ATTACHMENTS

Attachment A – Scope of Work

Exhibit A – Reimbursement Request (Revised 9-09)

Exhibit B – Contractor Expenditure Report (Revised 9-09)

Exhibit C – Instructions Reimbursement Request and Contractor Expenditure Report (Revised 9-09)

Exhibit D – Monthly Program Performance Report (Revised 5-12-09)

Exhibit E – CSBG Programmatic Data – Client Characteristic Report (CSD 295-CCR)

Exhibit F – Drug-Free Workplace Certification

Exhibit G – Certification Regarding Lobbying

Exhibit H – Certification Regarding Debarment, Suspension and Related Matters

CONTRACT TERMS AND CONDITIONS

I. CAP RIVERSIDE RESPONSIBILITIES

- A. CAP Riverside will assign staff to act as liaison between the CONTRACTOR and CAP Riverside.
- B. CAP Riverside will monitor the performance of the CONTRACTOR in meeting the terms, conditions, and services in this Agreement. CAP Riverside, at its sole discretion, may monitor the performance of the CONTRACTOR through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and CONTRACTOR self-monitoring.

II. CONTRACTOR RESPONSIBILITIES

- A. Assign staff to act as liaison to CAP RIVERSIDE.
- B. Provide services as described in the Scope of Work attached hereto and incorporated herein as "Attachment A".

III. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$50,000

B. LINE ITEM BUDGET

Personnel: Salaries/Wages/Benefits	\$50,000
Direct Program Costs	\$0
Indirect Costs	\$0
Total Grant:	\$50,000

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENT

1. CAP Riverside will reimburse the CONTRACTOR for services provided in accordance with the terms and conditions contained herein, in this Agreement.
2. The Contractor shall submit the "Reimbursement Request" (Exhibit A – Revised 9-09) and "Contractor Expenditure Report" (Exhibit B – Revised 9-09) on a calendar month basis, following the instructions in "Instructions for Reimbursement Request and Contractor Expenditure Report (Exhibit C – Revised 9-09). Contract Expenditure Report is due on a monthly basis regardless of activity. Supporting documentation such as pay stubs must accompany the Reimbursement Request. Exhibits A, B, and C are attached hereto and incorporated herein by this reference.
3. Each claiming period shall consist of a calendar month claiming period. Contractor invoices are due no later than the 5th day of the month after which services were rendered. Any invoice not received within the time period indicated above may be rejected by CAP Riverside in its entirety if it is not feasible for CAP Riverside to make payment.

4. All invoices submitted in a timely manner shall be processed by CAP Riverside within ten (10) working days of receipt by CAP Riverside and forwarded to the Auditor-Controller's Office for payment.
5. If the CONTRACTOR ceases operation for any period, then no payment will apply for that period.

D. ADVANCE PAYMENT

Upon written request by the CONTRACTOR via the CSBG Reimbursement Request, CAP Riverside may issue an advance payment to the CONTRACTOR in the amount not to exceed 25% of the available amount of this Agreement. Advance payment will be recaptured by deduction from each of the first four (4) monthly billings at the rate of 25% of the total advance amount. If a claim during this period does not support the full repayment amount, its remaining balance will roll forward and be added to the next month's repayment dollar amount.

E. RECORDS, INSPECTIONS, AND AUDITS

The CONTRACTOR shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The CONTRACTOR shall maintain these records for three (3) years after final payment has been made or until all pending county, state, and federal audits, if any, are completed, whichever is later.

1. Any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
2. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending county, state, and federal audits are completed, whichever is later.
3. Should the CONTRACTOR disagree with any audit conducted by CAP Riverside, the CONTRACTOR shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with CAP Riverside a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The CONTRACTOR shall not be reimbursed by CAP Riverside for such an audit.
4. In the event the CONTRACTOR does not make available its books and financial records at the location where they are normally maintained, the CONTRACTOR agrees to pay all necessary and reasonable expenses, including legal fees, incurred by CAP Riverside in conducting such an audit.
5. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.
6. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

F. SUPPLANTATION

The CONTRACTOR shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The CONTRACTOR shall not claim reimbursement from CAP Riverside for, or apply any sums received from CAP Riverside, with respect to the portion of its obligations, which have been paid by another source of revenue. The CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of CAP Riverside.

G. DISALLOWANCE

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

H. FINANCIAL RESOURCES

The CONTRACTOR warrants that during the term of this Agreement, the CONTRACTOR shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the CONTRACTOR warrants that there has been no adverse material change in the CONTRACTOR, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the CONTRACTOR since the date of the most recent financial statements.

I. AVAILABILITY OF FUNDING

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

IV. GENERAL PROVISIONS

A. PERIOD OF PERFORMANCE

This Agreement is effective February 1, 2010 through December 31, 2010. The period of performance shall be up to two (2) years, renewable in one (1) year increments from the date of the award, with no obligation by the County of Riverside to purchase any specified amount of services. The contract extension after the initial year shall be contingent upon prior year performance.

B. CONFLICT OF INTEREST

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

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

C. NOTICES

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

CAP Riverside:
County of Riverside
Community Action Partnership
of Riverside County
2038 Iowa Avenue, Suite B-102
Riverside, CA 92507-2412
(951) 955-4900

CONTRACTOR:
Habitat for Humanity Riverside
2121 Atlanta Ave Suite B-3
Riverside, CA 92507
Attention: Karin Roberts
951-787-6754

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

D. CONFIDENTIALITY

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

E. CHILD ABUSE REPORTING

The CONTRACTOR shall establish a procedure acceptable to CAP Riverside to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

F. PRO CHILDREN ACT OF 1994

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

Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For detailed explanation, see www.csd.ca.gov.

This Agreement incorporates by reference all provisions set forth in the Child Support Services and Referrals (Section 678 (b) 1998 CSBG Reauthorization Act)." For detailed explanation, see www.csd.ca.gov.

G. CHILD SUPPORT COMPLIANCE ACT

For any agreement in excess of \$100,000 the contractor acknowledges in accordance with Public Contract code 7100, that:

1. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, included but not limited to, disclosure of information and compliance with

earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

H. TRAFFICKING IN PERSON

CONTRACTOR must comply with the Trafficking Victims Protection Act of 2000 (Sec. 106(g), as amended (22 U.S.C. 7104).

1. As a recipient of this award, CONTRACTOR assures that its employees, subrecipients and subrecipients' employees shall not:
 - a. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
 - b. Procure a commercial sex act during the period of time the award is in effect; or
 - c. Use forced labor in performance of the award or subawards under this award.
2. CONTRACTOR must inform CAP Riverside immediately of any information received from any source alleging a violation of a prohibition of the Act.
3. CONTRACTOR must include the requirements of Paragraph 1. a., b., c, in any subawards made.
4. CAP Riverside may unilaterally terminate this award if CONTRACTOR is found to have violated a provision of this Act.

I. PERSONNEL DISCLOSURE

No employee will work under this contract who has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12.

The CONTRACTOR agrees to maintain and make available to CAP Riverside a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:

1. All staff who work full or part-time positions by title, including volunteer positions;
2. A brief description of the functions of each position and hours each position worked; and
3. The professional degree, if applicable and experience required for each position.

J. EMPLOYMENT PRACTICES

1. The CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the California Fair Employment and Housing Act (Gov. Code Section 12900 et. Seq.), and the Federal Civil Rights Act of 1964 (P.L. 88-352).
2. In the provision of benefits, the CONTRACTOR shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with

domestic partners, or discriminate between the domestic partners and spouses of those employees.

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

K. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

L. INSURANCE

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

- a. Workers' Compensation:

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per

accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

b. Commercial General Liability:

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

c. Vehicle Liability:

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

2. General Insurance Provisions – All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another

properly executed original Certificate of Insurance and original copies of endorsements or original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

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

M. LICENSES AND PERMITS

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

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

N. INDEPENDENT CONTRACTOR

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

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

O. ASSIGNMENT

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

Riverside. Any attempt to assign or delegate any interest herein without said consent shall be deemed void and of no force or effect.

P. REPORTING

The following reports shall be submitted to CAP Riverside no later than the due dates indicated, including periods where there is no activity. Exhibit D and E are attached hereto and incorporated herein by this reference.

EXHIBIT#	TITLE OF REPORT	DUE DATE
D	Monthly Program Performance Report	5th day of each month
E	CSBG Programmatic Data Client Characteristic Report (CSD 295-CCR)	5th day of each month

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

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

R. DRUG FREE WORKPLACE CERTIFICATION

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

S. CERTIFICATION REGARDING LOBBYING

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

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

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

U. DISPUTES

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

V. SANCTIONS

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

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

W. TERMINATION

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

X. GOVERNING LAW

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

Y. MODIFICATION OF TERMS

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

Z. ENTIRE AGREEMENT

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

**ATTACHMENT A:
SCOPE OF SERVICE**

FUNDING INITIATIVE: 2010 CSBG DELEGATE AGENCY PROGRAM	
<p>Habitat for Humanity Riverside, Inc.(HFH Riverside) will rehabilitate the exterior of mobile homes in Western Riverside County for low and fixed income households living in mobile home communities. Exterior rehabilitation includes minor exterior repair, yard clean-up, exterior painting, and landscaping. CAP Riverside will support HFH Riverside's efforts by funding a Project Coordinator.</p> <p>Geographic Area(s) of Service: Western Riverside County</p>	
Program Outcome(s)	
<ol style="list-style-type: none"> 32 of 40 (80%) households will reduce their risk of homelessness as a result of being in compliance with their mobile home communities' home maintenance requirements through receiving exterior rehabilitation of their mobile home. 	
Program Output(s)	
<ol style="list-style-type: none"> 40 mobile homes of low or fixed income mobile park residents in Western Riverside County will receive exterior rehabilitation. 30 of 40 (75%) of households receiving exterior rehabilitation will be referred to CAP Riverside for weatherization services. A minimum of 4 mobile homes will receive exterior rehabilitation services each month for the contract term. A minimum of 1,000 volunteer hours will be served on this project. 	
Budget	
Personnel: Salaries/Wages/Benefits	\$50,000.00
Direct Program Costs	0.00
Indirect Costs	0.00
Total Grant:	\$50,000.00

REIMBURSEMENT REQUEST

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

CAARC Voucher # _____

Today's Date: _____

Vendor #: _____

Amount Requested: _____

Contract #: _____

Payable To: _____

Address: _____

Program Manager Approval

Date

FISCAL USE ONLY

Accounting String _____ 21050 _____ 5200100000 _____

Invoice number _____

Adjustments _____

Management Approval

Date

Contract Approval

Date

Purchase Order #

Date

Fiscal Approval

Date

Community Action Partnership of Riverside County				
CONTRACTOR EXPENDITURE REPORT				
CONTRACTOR:			Contract #	
REPORT MONTH:				
EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	MONTHLY EXPENDITURES	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
		BILLABLE AMOUNT		

List each line item as outlined in contract budget.

Personnel:				
Fringe Benefits				
(FICA, Medicare, SUI, Health Insurance, Workers Comp)				
Direct Costs				
Indirect Costs				
TOTAL BUDGET/EXPENSES	\$0.00			

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

Mailing Instructions:

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

REIMBURSEMENT REQUEST

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

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

CONTRACTOR EXPENDITURE REPORT FORM

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

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



**Community Action Partnership of Riverside County
MONTHLY PROGRAM PROGRESS REPORT (PPR)**

Agency / Organization: _____

Project Name: _____

Report Month: _____ Date Submitted: _____

Prepared By: _____ Phone Contact _____

1. PROGRAM OUTCOME(S)		2. PROGRAM OUTPUT(S)		
1.		1.		
		Number Reached to Date:		
ACHIEVED TO DATE		ACHIEVED TO DATE		
Position	Status	Activity	# Completed To Date	Date 100% Completed
	Date Hired: ___/___/___ <input type="checkbox"/> still employed <input type="checkbox"/> released ___/___/___	1. 2.		
	Date Hired: ___/___/___ <input type="checkbox"/> still employed <input type="checkbox"/> released ___/___/___	3. 4.		
	Date Hired: ___/___/___ <input type="checkbox"/> still employed <input type="checkbox"/> released ___/___/___	5. 6.		

1. PROGRAM OUTCOME(S): ((use as much space as needed))
 - A. What accomplishments have you made in meeting your program outcomes? [Include any challenges from the previous reporting month].
 - B. What outcomes are not on target? [Include challenges you have encountered]
 - C. What steps will you take to meet these outcome challenges?
2. PROGRAM OUTPUTS:
 - A. What accomplishments have you made in meeting your program outputs? [Include any challenges from the previous reporting month]
 - B. What outputs are not on target? [Include challenges you have encountered]
 - C. What steps will you take to meet these output challenges?
3. HOW HAVE YOU MARKETED THIS PROGRAM AS A STIMULUS FUNDED PROGRAM?
4. DESCRIBE PARTICIPANTS' SUCCESS STORIES

Please use the CSD 295 -- Client Characteristic Report Instructions and Helpful Hints document to complete this form.

1 Contractor Name: Contract #:
 Prepared By (print name/title): Report Period:

Demographic data should be collected on ALL clients receiving services under any program administered by the designated Community Action Agency.

Yellow Highlighted Sections represent demographics collected on INDIVIDUALS			
2 Total unduplicated number of persons about whom one or more characteristics were obtained		<input type="text"/>	
3 Total unduplicated number of persons about whom no characteristics were obtained		<input type="text"/>	
Blue Highlighted Sections represent demographics collected on FAMILIES			
4 Total unduplicated number of families about whom one or more characteristics were obtained		<input type="text"/>	
5 Total unduplicated number of families about whom no characteristics were obtained		<input type="text"/>	
6. Gender		Number of Persons*	
a. Male			
b. Female			
	*Total		
7. Age		Number of Persons*	
a. 0-5			
b. 6-11			
c. 12-17			
d. 18-23			
e. 24-44			
f. 45-54			
g. 55-69			
h. 70+			
	Sum of 7e thru 7h =		
	*Total		
8. Ethnicity/Race			
I. Ethnicity			
a. Hispanic or Latino			
b. Not Hispanic or Latino			
	*Total		
II. Race			
a. White			
b. African American			
c. Native American and Alaskan Native			
d. Asian			
e. Native Hawaiian and Other Pacific Islander			
f. Other			
g. Multi-Race (any 2 or more of the above)			
	*Total		
9. Education Level of Adults		Number of Persons 24+**	
a. 0-8			
b. 9-12/non-graduate			
c. High sch. Grad./GED			
d. 12+ some post secondary			
e. 2 or 4 yr. College graduates			
	**Total		
10. Other Characteristics		Number of Persons****	
	# of Persons	# Surveyed	
a. No Health insurance			
b. Disabled			
11. Family Type		Number of Families***	
a. Single parent/female			
b. Single parent/male			
c. Two-parent household			
d. Single person			
e. Two adults - no children			
f. Other			
	***Total		
12. Family Size		Number of Families ***	
a. One			
b. Two			
c. Three			
d. Four			
e. Five			
f. Six			
g. Seven			
h. Eight or more			
	***Total		
13. Source of Family Income		Number of Families	
a. Unduplicated # of Families Reporting One or More Sources of Income***			
b. Unduplicated # of Families Reporting No Income			
Total UNDUP Families who responded as either having a source of income or having no income			
Record the sources of each family income as reported in 13a above:			
c. TANF			
d. SSI			
e. Social Security			
f. Pension			
g. General Assistance			
h. Unemployment Insurance			
i. Employment + other source			
j. Employment only			
k. Other:			
14. Level of Family Income % of HHS guideline		Number of Families ***	
a. Up to 50%			
b. 51% to 75%			
c. 76% to 100%			
d. 101% to 125%			
e. 126% to 150%			
f. 151% and over			
	***Total		
15. Housing		Number of Families ***	
a. Own			
b. Rent			
c. Homeless			
d. Other			
	***Total		
16. Other family characteristics		Number of Families***	
a. Farmer			
b. Migrant Farmworker			
c. Seasonal Farmworker			
* The sum in this category should not exceed the value of Section 2.			
** The sum in this category should not exceed the value of Section 7e-h.			
*** The sum in this category should not exceed the value of Section 4.			
**** The numbers reported under either column should not exceed the value of Section 2.			

DRUG-FREE WORKPLACE CERTIFICATION

STD, 21 (REV. 12-93)

CERTIFICATION

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

Habitat for Humanity Riverside, Inc.		FEDERAL ID NUMBER
Karin Roberts		33-0288930
BY (Authorized Signature)		DATE EXECUTED
KARIN ROBERTS		2/24/10
PRINTED NAME AND TITLE OF PERSON SIGNING		TELEPHONE NUMBER (Include Area Code)
Executive Director		(951) 7876754
TITLE		
2121 A Haula Ave Suite B-3 Riverside, CA 92507		
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS		

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

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

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

FAMILY SUPPORT ADMINISTRATION

Program: 2010 CSBG

Period: February 1, 2010 through December 31, 2010

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

<u>Maria Roberts</u>	<u>Exec. Director</u>
Signature	Title
<u>Habitat for Humanity Riverside, Inc.</u>	<u>2/24/10</u>
Agency/Organizations	Date

DATE: January 20, 2010
TO: Board of Supervisors
VIA: Purchasing Agent
FROM: Lois J. Carson, CCAP
Executive Director

DEPARTMENT: Community Action Partnership of Riverside County

SUBJECT: Request for Sole Source Procurement

Supply/Service requested:

- Exterior rehabilitation of mobile homes owned or rented in mobile home communities by low and fixed income households in Western Riverside County. Households who qualify are typically veterans, seniors, and the disabled. Exterior rehabilitation includes minor exterior repair, yard clean-up, exterior painting, and landscaping.

Supplier being requested:

- Habitat for Humanity Riverside (HFH Riverside) – Helping Hands Mobile Home Rehabilitation Program

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

- Habitat for Humanity – Riverside County Affiliates
- Coachella Valley Housing Commission

Extent of market search conducted:

- HFH Riverside is the only non-profit affordable home building entity for low to fixed income families that serves Western Riverside County.
- The Helping Hands Program is uniquely a program of national Habitat for Humanity that is designed specifically for mobile home communities. Local affiliates must have approval of the national organization to implement the program. There are five affiliates in Riverside County: 1) Riverside; 2) Inland Valley (Temecula); 3) San Geronio; 4) Hemet-San Jacinto; and 5) Palm Desert (East County). Only Riverside and Inland Valley have the capacity to run the Helping Hands Program. HFH Riverside has approval from national to operate the program. Inland Valley elected not to participate in their national program. Additionally, the Palm Desert affiliate has lost their executive director and is currently not operating.
- CAP Riverside assessed Coachella Valley Housing Commission (CVHC), a Habitat-like agency in East County. CVHC serves only East County and only builds or renovates homes.

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

- HFH Riverside is an expert in constructing homes and rehabilitating homes and mobile homes.
- HFH Riverside is a part of a nationwide brand.
- HFH Riverside is the only non-profit affordable home building entity for low to fixed income families that serves Western Riverside County.
- CAP Riverside has a historical partnership with HFH Riverside, who has a proven track record of meeting contractual and programmatic requirements.

- HFH Riverside currently operates a Helping Hands Program and has leveraged in-kind support of building materials, supplies, and additional expertise advice from local building suppliers (Home Depot, Lowe's, and Sears), plant nurseries, and paint companies to reduce costs.
- HFH Riverside has the ability to coordinate and manage the rehabilitation of an entire mobile park.
- Habitat's mission is to eliminate substandard housing and homelessness and to make adequate affordable shelter a matter of action. This is accomplished through volunteer labor and donations of money, material and land.

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

- Often the safest, highest quality mobile home communities owe their quality and safety to strictly enforced community standards. When households do not comply with maintenance regulations, they often face penalties even leading up to eviction. HFH Riverside's Helping Hands Program assists households for whom compliance is not possible due to low income or disability. Helping Hands supports HFH Riverside's greater social mission by preventing homelessness before it starts. This is consistent with CAP Riverside's mission and vision.
- This is a pilot project for CAP Riverside to determine cost savings, execution, and outcome achievement in this area with possible program expansion.

Price Reasonableness:

- HFH Riverside has leveraged in-kind donations and support from local building, paint, and nursery supplies to average rehabilitation costs at \$500 per mobile home. This is an exceptionally reasonable cost for this type of dwelling rehabilitation.
- There are no direct or administrative (indirect) costs; 100% of funding is for personnel and benefits. HFH Riverside covers their administrative costs from the proceeds of their ReStore shop and direct costs are covered by private sector donors.

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

No

Leis J. Carson

Department Head Signature

2-22-10

Date

Purchasing Department comments:

Approve

Approve with Condition/s

Disapprove

[Handwritten Signature]

Purchasing Agent Signature

3/24/10

Date