

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

819



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
September 5, 2013

SUBJECT: Regional Access Project Foundation Small Grant Service Agreement #7149 for the Palm Springs Area - Warm/Cool Center

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and accept the Small Grant Service Agreement #7149 between Regional Access Project Foundation (RAP) and Community Action Partnership of Riverside County (CAP Riverside), in the amount of \$3,000 for the term August 1, 2013 through April 30, 2014.
2. Approve and direct the Auditor Controller to adjust the budget as identified in the attached Schedule A.

BACKGROUND:

Summary

RAP's Small Grant Service Agreement #7149 provides funding to support staffing at CAP Riverside's Warm/Cool Center located in the Palm Springs area.

[Signature]
Name: Maria Y. Juarez, CCAP
Title: Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 3,000	\$ 0	\$ 3,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 100% RAP				Budget Adjustment: Yes	
				For Fiscal Year: 13/14	

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Donna Shaw

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: September 24, 2013
 CAP Auditor, EO

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

Prev. Agn. Ref.: | District: 4 | Agenda Number:

3-19

ATTACHMENTS FILED

FISCAL PROCEDURES APPROVED
 PAUL AVILA, CPA, AUDITOR-CONTROLLER
 BY: *[Signature]*
 Departmental Concurrence
 DATE: 9/5/13
 FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]*
 NEAL R. KIPNIS

A-30
 Positions Added
 Change Order
 4/5 Vote

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Regional Access Project Foundation Small Grant Service Agreement #7149 for the Palm Springs Area – Warm/Cool Center

DATE: September 5, 2013

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BACKGROUND:

Summary (continued)

CAP Riverside coordinates fifty (50) Cool Centers throughout the county to provide drop-in sites for residents seeking temporary relief from the heat. Cool Centers are activated when the Riverside County Department of Public Health issues a "Heat Warning" when temperatures exceed 97 degrees for three consecutive days.

Impact on Citizens and Businesses

CAP Riverside has administered the Cool Center Program since 2001 as part of its Energy Crisis Response Plan. The plan is a comprehensive response to the impact of extreme temperatures on low-income residents, especially targeting vulnerable seniors, disabled individuals, and small children, with emphasis in the desert areas of eastern Riverside County where temperatures often exceed 105 degrees from May through October.

In 2010, CAP Riverside expanded its Energy Crisis Response Plan to include Warm Centers from December 1 through March 31. Warm Centers are activated when forecasted temperatures are 40 degrees or below for three to five consecutive days.

SUPPLEMENTAL:

Additional Fiscal Information

No County General Funds are required.

ATTACHMENTS

A. BUDGET ADJUSTMENT

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

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SCHEDULE A

**Community Action Partnership
of Riverside County
Budget Adjustment
Fiscal Year 2013/2014**

INCREASE IN EST. REVENUE:

CAARC-21050-5200300000-781480	Program Revenue	\$3,000
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INCREASE IN APPROPRIATIONS:

CAARC-21050-5200300000-527780	Special Program Expense	\$3,000
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RAP FOUNDATION

August 21, 2013

Ms. Maria Juarez, Director
Community Action Partnership of Riverside County
2038 Iowa Street, Ste. 202
Riverside, CA 92507

RE: Palm Springs area – Warm/Cool Center
Small Grant Service Agreement # 7149

Dear Ms. Juarez:

I am pleased to inform you that the Regional Access Project Foundation (the RAP “Foundation”) has approved a Small Grant in the amount of Three Thousand dollars (\$3,000.00) for a Palm Springs area Warm/Cool Center. This funding is to assist with expenses associated with the staffing of the program at an identified site. The following are terms and conditions that apply to this grant and the organization use of the grant funds:

1. The grant is made only for the purpose stated in this agreement:
2. The Foundation, in making the Grant, assumes no responsibility for the further use and disbursement by the program of the funds, the selection of any purveyor or vendor selected to perform services, the means and methods of such services or the outcome of such services.
3. The Foundation does not consider this to be an annual or continuing grant. Funds are directly in response to approval of the Community Action Partnership of Riverside County’s request and do not apply to any other current or previous RAP Foundation support.
4. Provided that Provider is in compliance with each of the terms and conditions of this Grant Agreement, the Grant shall be disbursed to Provider by reimbursement not to exceed Three Thousand dollars (\$3,000). Reimbursement will be in the form of a check to Community Action Partnership for Riverside County after receiving documentation requesting reimbursements for total amount not to exceed Three Thousand dollars (\$3,000).
 - (a) Any grant funds not expended for the purpose of the grant shall be returned to the Foundation no later than April 30, 2014.

5. One report is required indicating funds expended for the Warm/Cool Center project including copies of all receipts, invoices and billing. The Foundation may monitor and conduct a review of disbursements under this Small Grant which may include site visits from RAP Foundation staff to review financial records associated with activities financed by the Grant. This report is due to the Foundation office by April 30, 2014.

6. The Foundation (and the Foundation's funding sources) serves solely in the capacity as charitable funding source for Cool/Warm Center project and as such, neither the Foundation nor any of its funding sources shall have any liability, expressed or implied, for any act or omission arising from or in any way related to the project.

7. Community Action Partnership of Riverside County hereby agrees to indemnify, defend, and hold the Foundation and it's respective Board Members, officers, agents, attorneys and/or employees ("Related Parties") and any of the Foundation's funding sources and their Related Parties harmless from any and all claims, suits, or causes of action of any kind arising out of or related to, or alleged to be arising out of or related to, this Grant or Cool/Warm Center project ("Claims"). "Claims" includes, without limitation, any Claims seeking damages for bodily injury or property damage.

8. Community Action Partnership of Riverside County shall provide documentation of certificate of insurance and the addition of an endorsement naming the Foundation as an additional insured on a comprehensive general liability insurance policy written on an occurrence basis and covering the or any activity associated therewith or alleged to be associated therewith, with minimum combined single limits of liability of not less than one million dollars (\$1,000,000). Such certificates shall provide that the insurance thereby evidenced will not be cancelled until the expiration of at least thirty (30) days after written notice of cancellation has been given to the Foundation.

9. **Default.** In the event that:
 - (1) The Provider fails to comply with any term or condition of this Grant Agreement within the time periods specified herein, time being of the essence;
 - (2) The Provider fails to timely provide the Reports to the Foundation;
 - (3) There exists a conflict with any federal, state or local law, regulation or rule ("Law") rendering any of the provisions of this Grant Agreement invalid or untenable;

 - (4) The Provider ceases operation of or materially alters the Program from that described in the Grant Application;

- (5) The Foundation, at its sole discretion and at any time, is not satisfied with the Program results being achieved by Provider;
- (6) The Provider or any parent, affiliate or subsidiary of Provider suffers a loss or change of its tax exempt status;
- (7) The Provider has its corporate or other business status suspended by any applicable agency;
- (8) The Provider or any parent, affiliate or subsidiary of Provider is enjoined by a Court from operating any program, including the Program;
- (9) The Provider ceases doing business;
- (10) The Provider or any parent, affiliate or subsidiary of Provider files for bankruptcy protection or becomes subject of any involuntary bankruptcy proceeding;
- (11) Any portion of the Provider's assets are attached or executed upon by any taxing authority or creditor of the Provider and such attachment is not discharged within fourteen (14) days of such attachment or execution;
- (12) The Provider merges with any other organization or transfers material control of the Provider or the Program without the prior advance written consent of the Foundation;
- (13) The Provider is notified by any third-party funding source that any funding by that source for any portion of the Program is being suspended or terminated by such source;
- (14) Any activities of the Provider or any parent, affiliate or subsidiary of Provider violate any Law;
- (15) The Provider is in breach of any agreement, including but not limited to any lease, contract or funding agreement, reasonably required by Provider to conduct the Program; or,
- (16) Any other event occurs that, in the reasonable discretion of the Foundation causes the Foundation to believe or suspect that the provisions of this Grant Agreement cannot be complied with by Provider;

Then, Provider shall be deemed to be in default ("Default") hereunder.

Foundation's Remedies in the Event of Default: In the event of any Default by the Provider, the Foundation may, at the Foundation's option, exercise any of the following remedies:

- (1) Reduce the amount of funding payable to the Provider under this

Grant Agreement;

- (2) Withhold funds for any Expenditure or Budget line item until corrective actions are taken by the Provider;
- (3) Disallow costs for and elect not to fund any Expenditure or activity not in compliance with this Grant Agreement;
- (4) Make changes in the scope of the Program funding under this Grant Agreement;
- (5) Suspend funding for the Program until the Provider complies with the provisions of this Grant Agreement ("Suspension"); and/or
- (6) Terminate this Grant Agreement ("Termination").

Suspension: In the event of a Suspension by the Foundation, the Provider shall, within ten (10) working days following receipt of written notification from Foundation advising of corrective actions to be taken by the Provider to cure any Default, provide a written response to the Foundation:

- (1) Confirming receipt of the Suspension notice;
- (2) Acknowledging to the Foundation that the Provider understands the corrective actions proscribed in such notice;
- (3) Affirming that the Provider has taken each of the corrective actions required to be taken pursuant to such notice within such time period; and
- (4) Providing evidence sufficient for the Foundation to confirm that such corrective actions have been taken.

During any period of Suspension, the Foundation shall have no obligation to fund any portion of any Program and the amount of funding due hereunder, at the Foundation's option, may be reduced in proportion to the time that the Suspension is in effect.

Termination: In the event of Termination of this Grant Agreement by the Foundation, any unexpended funds given to the Provider by the Foundation for the implementation and operation of the Program, together with any interest accrued thereon from any depository in which such funds have been deposited by the Provider shall be returned to the Foundation within fifteen (15) days of termination of this Grant Agreement, together with a Final Evaluation Report.

Termination for Convenience: Without limiting any of the Foundation's rights under this Grant Agreement, the Foundation may terminate this agreement upon thirty (30) days prior written notice for convenience. In the event that the Foundation terminates this agreement for convenience, the Provider shall be entitled to a prorated portion of the Grant for expenses of the Program conducted by the

Provider through the thirtieth (30th) day following the giving of such notice by the Foundation.

If this letter correctly sets forth your understanding of the terms of the grant, please indicate the person authorized to sign for the project agreement by cashing the enclosed check and executing both copies of this letter, returning one signed copy to the Foundation.

REGIONAL ACCESS PROJECT FOUNDATION

By: Judith Cox
Judith A. Cox
Chief Executive Officer
(S. Heather James signed for J. Cox)
08/24/13
Date

We acknowledge that we have received and retained a copy of this Grant Agreement. The terms and conditions set forth herein are acceptable to us and we will comply with them.

Organization: Community Action Partnership of Riverside County

Board of Supervisors: John J. Benoit Date: **SEP 24 2013**

Name Printed: **JOHN J. BENOIT**
Title: **CHAIRMAN, BOARD OF SUPERVISORS**

ATTEST:
KECIA HARPER-IHEM, Clerk
By: Kallie Barton
DEPUTY

ENCLOSURES
Three copies Grant Agreement

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 9/13/13
NEAL R. KIPNIS DATE