

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



**FROM:** Department of Public Health

**SUBMITTAL DATE:**  
February 5, 2014

**SUBJECT:** Ratify the Agreement #20132390 between The California Endowment and the County of Riverside Department of Public Health. Districts – All. [\$139,256 funded by The California Endowment].

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

1. Ratify the Agreement between The California Endowment and County of Riverside Department of Public Health in the amount of \$139,256 for the performance period of January 15, 2014 through January 14, 2015;
2. Direct the Chairman of the Board to sign four (4) original copies of the Agreement; and
3. Authorize the Purchasing Agent to sign subsequent amendments that do not change the substantive terms of the agreement.

**BACKGROUND:** (Continued on Page 2)

FISCAL PROCEDURES APPROVED  
**PAUL ANGULO, CPA, AUDITOR-CONTROLLER**

JAS:mvt

BY: *[Signature]* 2/10/14

*[Signature: Susan D. Harrington]*  
Susan D. Harrington, Director  
Department of Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 69,628	\$ 69,628	\$ 139,256	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> 100% Funded by The California Endowment				<b>Budget Adjustment:</b> No	
				For Fiscal Year: 13/14	

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY: *[Signature: Jennifer L. Sargent]*  
Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Stone 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: February 25, 2014  
xc: Public Health, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature: Cecile E. Eyles]*  
Deputy

Prev. Agn. Ref.: 3/22/11, Item 3.7 | District: All | Agenda Number:

**3-25**

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* 2/6/14  
DATE: NEAL R. KIPNIS

Purchasing: *[Signature]*  
Mark Seiler, Assistant Director

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Ratify the Agreement #20132390 between The California Endowment and the County of Riverside**  
**Department of Public Health. Districts – All. [\$139,256 funded by The California Endowment].**

**DATE:**

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

The purpose of this agreement is to support capacity building and technical assistance for cities in Riverside County to develop and implement land-use and transportation policies that improve health and environmental justice issues within the County. The grant will be used to engage and support partners, stakeholders and residents in the development of health-promoting land use and transportation plans and policies that will improve the health and wellness of residents in the Eastern Coachella Valley, in the broader Riverside County and throughout California.

This grant will help to increase the capacity of local city governments and community partners to understand local and regional government and develop community partners statewide to work on environmental health and environmental justice issues.

**Impact on Residents and Businesses**

The Healthy Riverside County Initiative will aid in the reduction of chronic disease rates among the residents of Riverside County. County of Riverside Department of Public Health (DOPH) and its partners will address the root causes of obesity through the creation of sustainable, livable communities throughout Riverside County where healthy eating and active living will be fostered.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The entire amount awarded based on the Comprehensive agreement is \$139,256. Of that amount, \$69,628 is requested for approval for Fiscal Year (FY) 13/14. The remaining \$69,628 will be budgeted and expended as part of the County's FY 14/15 budget processes. 100% grant funded through The California Endowment.

**Contract History**

The California Endowment granted the DOPH funds in the amount of \$139,256 for the period of January 15, 2014 through January 14<sup>th</sup>, 2015. Previously on March 22, 2011, agenda item 3.7, the County of Riverside Board of Supervisors ratified the agreement between the California Endowment and the DOPH for \$295,263, for the period of March 1, 2011 through February 28, 2013 to launch what is known as the "Healthy Riverside Community Initiative".

**THE CALIFORNIA ENDOWMENT**  
**RESTRICTED PROJECT GRANT AGREEMENT**

County of Riverside Department of Public Health

EIN 95-6000930

Grant Number 20132390

This Restricted Project Grant Agreement (“Agreement”), upon execution on behalf of Grantee in the spaces provided for signature, will evidence Grantee’s agreement with and commitment to The California Endowment (“The Endowment”) as follows:

**I. GRANTEE’S STATUS**

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of The Endowment in accordance with this Section. Grantee warrants and represents that it is one of the following: (a) a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is not a private foundation as defined in Section 509(a) of the Code, (b) a governmental unit referred to in Section 170(c)(1) of the Code, or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code. If grantee is a Section 501(c)(3) organization described in (a), Grantee has provided The Endowment with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee’s current tax status, Grantee will notify The Endowment immediately of any actual or proposed change in tax status.

**II. PURPOSE OF GRANT**

- Healthy Riverside County Phase II: To engage and support partners, stakeholders and residents in the development of health-promoting land use and transportation plans and policies that will improve the health and wellness of residents in the Eastern Coachella Valley and in the broader Riverside County.

This grant is made only for the specific charitable purposes described in this Agreement. The grant funds, which includes any interest earned on the funds, may not be used for any other purpose without prior written approval from The Endowment.

**III. EXPECTED OUTCOMES OF GRANT**

1. Strengthened coordination and capacity of Eastern Coachella Valley Building Health Communities (ECVBHC) partners to promote progress and resident engagement in health-promoting transportation as evidenced by a collaboratively developed rural transportation plan that advocacy organizations, systems leaders and other stakeholders will use to plan for transportation needs in the ECVBHC Service Area.
2. Strengthen the communities' understanding of government processes. This will be tracked by an evaluation strategy to ensure that interventions and educational materials are accessible, meaningful, and easy to use by to the community at large.

3-25 FEB 25 2014

3. Increased capacity of local governments to understand and develop land-use and transportation policies that improve environmental health and environmental justice in Riverside County as evidenced by:

- Provision of technical assistance to ten cities on the development and/or implementation of Healthy City resolutions, Health Elements and other health and equity-promoting land use and transportation policies.
- Provision of technical assistance on the utilization of health impact assessments as well as the provision of comments on the health impact of new developments in Riverside County by DOPH, American Planning Association, Health Impact Partners, and Policy Link.

**IV. AMOUNT OF GRANT**

\$139,256, payable as follows.

\$69,628 upon The Endowment's receipt of this executed Agreement; \$69,628 on July 31, 2014.

First payment is contingent upon receipt of this original signed Agreement. Subsequent payments are contingent upon compliance with this Agreement, including timely receipt of progress reports, as outlined in the Terms and Conditions of Grant Section.

**V. PERIOD OF GRANT**

Grant funds are to be applied to expenses incurred for the period from January 15, 2014 to January 14, 2015, unless otherwise agreed upon in writing by The Endowment.

**VI. TERMS AND CONDITIONS OF GRANT**

Grantee agrees that the grant is subject to the following conditions:

A. Expenditure of Grant Funds.

1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Prohibited Uses. Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501(c)(3) of the Code, including:
  - a. carrying on propaganda, or otherwise attempt to, influence legislation,
  - b. influencing the outcome of any specific public election,
  - c. carrying on, directly or indirectly, any voter registration drive,
  - d. inducing or encouraging violations of law or public policy, or
  - e. causing any private inurement or improper private benefit to occur.

3. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.
- B. Return of Funds. Grantee shall return to The Endowment any grant funds under the following conditions:
1. If The Endowment, in its reasonable discretion, determines that the Grantee has not performed in accordance with this Agreement; or
  2. Any portion of the funding is not used for grant purposes.
- C. Records, Audits, Site Visits. Funds provided by The Endowment, together with any interest thereon, shall be accounted for separately in the Grantee's books and records. A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for The Endowment's review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. The Endowment, or a designated representative, reserves the right, upon written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by The Endowment as a restricted grant.
- D. Reports. Grantee shall make interim written reports to The Endowment according to the schedule set forth below. Each such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the Grantee toward achieving the purposes for which the grant was made, during the period covered by such report. All such reports must be signed by an officer of the Grantee.

The schedule of due dates for such written reports is:

Final Report: February 28, 2015

- E. Budget Variance and Grant Outcomes. Except as otherwise provided in this Section, Grantee's expenditure of grant funds must be made substantially in accordance with the grant budget attached hereto ("Grant Budget"). Grantee's expenditure of grant funds may vary from the Grant Budget, provided that (1) Grantee's Board of Directors or its designee has determined that the specific charitable purpose(s) of the grant can be accomplished more effectively or efficiently by modifying the allocation of grant funds; (2) despite such modification, Grantee shall remain able and obligated to accomplish the specific charitable purpose(s) and outcome(s) specified in Sections II and III, respectively, of this Agreement; and (3) no variance is permitted of the following line items without the prior written approval of The Endowment: benefits; indirect costs; subcontracts; or capital and equipment.
- F. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- G. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to The Endowment if significant changes or events occur during the term of this grant which could potentially impact the progress or

outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.

- H. Public Reporting. The Grantee agrees to disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- I. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements as The Endowment may establish from time to time. Grantee grants to The Endowment an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
- J. Knowing Assumption of Obligations. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact The Endowment or legal counsel.
- K. Terrorist Activity. The Grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
- L. Identification of The Endowment. Grantee shall ensure that The Endowment is clearly identified as a funder or supporter of Grantee in all published material relating to the subject matter of the grant. Grantee shall list The Endowment as a funder or supporter in its annual report (if any). All proposed Grantee external communications regarding The Endowment shall be submitted first to The Endowment for its review and approval.
- M. The Endowment Letterhead and Logo. Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.
- N. Subgrantees. With regard to the selection of any subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of The Endowment. There is no agreement, written or oral, by which The Endowment may cause Grantee to choose any particular subgrantee.
- O. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- P. No Waivers. The failure of The Endowment to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- Q. No Further Obligations by The Endowment. This grant is made with the understanding that The Endowment has no obligation to provide other or additional support or grants to the Grantee.

- R. Remedies. If The Endowment determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, The Endowment may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and The Endowment may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to The Endowment. The Endowment may also avail itself of any other remedies available by law.
- S. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of The Endowment, its officers, directors, employees, or agents.
- T. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- U. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.
- V. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, applicable to contracts to be performed wholly within said state.

**VII. ACCEPTANCE OF AGREEMENT**

The Endowment reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement or any other grant agreement between The Endowment and Grantee.


If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.


“THE ENDOWMENT”

“GRANTEE”

**THE CALIFORNIA ENDOWMENT**, a California nonprofit public benefit corporation.


**COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC HEALTH**

By:   
Name: B. Kathlyn Mead  
Title: EVP and COO  
Date: 1/21/2014

By:   
Name: JEFF STONE  
Title: CHAIRMAN, BOARD OF SUPERVISORS  
Date: FEB 25 2014

ATTEST: Kecia Harper-Ihem, Clerk

By: 

FORM APPROVED COUNTY COUNSEL  
BY:  DATE 2/6/14  
NEAL R. KIPNIS