

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

640



FROM: Office on Aging

SUBMITTAL DATE:
February 27, 2014

SUBJECT: Agreement between Riverside County Children and Families Commission (First 5 Riverside) and Riverside County Office on Aging (OoA) Grandparents Raising Grandchildren Program for a 30 month period, 01/01/2014 – 6/30/2016. [Districts - ALL] [Total Cost: \$750,000 over 30 months] [Source of Funds: 100% State Proposition 10].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize Chair to execute Contract 14400GG between First 5 Riverside and OoA Grandparents Raising Grandchildren Program for a 30 month period, 01/01/2014 – 6/30/2016
2. Authorize the Chairman of the Board to sign the agreements;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the agreement;
4. Approve and direct the Auditor-Controller to make the budget adjustments as shown on Schedule A, attached; and
5. Return (1) copy of the Agreement to the Office on Aging for further processing.

Summary

The Grandparents Raising Grandchildren (GRG) Task Force was established by the Board of Supervisors

(Continued on Page 2)

Michele Haddock

Michele Haddock
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 150,000	\$ 300,000	\$ 750,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Riverside County Children and Families Commission (First 5 Riverside)	Budget Adjustment: Yes
	For Fiscal Year: FY 13/14

C.E.O. RECOMMENDATION: APPROVE
BY: *Lani Sioson*
Lani Sioson
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: March 18, 2014
xc: Office on Aging, Purchasing, Auditor

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

Prev. Agn. Ref.: District: ALL Agenda Number:

3-26

FISCAL PROCEDURES APPROVED
PAUL ANGUILO, CPA AUDITOR-CONTROLLER
BY: *[Signature]* 3/6/14
Esteban Hernandez

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 3/6/14
NEAL R. KIPNIS

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Agreement between Riverside County Children and Families Commission (First 5 Riverside) and Riverside County Office on Aging (OoA) Grandparents Raising Grandchildren Program for a 30 month period, 01/01/2014 – 6/30/2016. [Districts - ALL] [Total Cost: \$750,000 over 30 months] [Source of Funds: 100% State Proposition 10].

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BACKGROUND:

Summary (continued)

and first convened by the Office on Aging and the Advisory Council on Aging in October 1998. The goal of the Task Force is to address the multiple and complex issues of grandparents taking the responsibility for parenting their grandchildren. Using State Proposition 10 revenue, First 5 Riverside has provided funding to GRG since 2001 to provide full-time and respite childcare to the underserved community of grandparents raising grandchildren ages 0 to 5 and will provide a family assessment, referrals, and follow-up support services. The term of the contract is January 1, 2014 to June 30, 2016 for the amount of \$750,000.

Impact on Citizens and Businesses

Riverside County Office on Aging will utilize funds for the underserved, low-income community of grandparents raising grandchildren ages 0 to 5. During this fiscal year, the program anticipates serving nearly 100 children between the ages of 0 to 5 by giving the opportunity to participate in the early childhood education and childcare programs needed to give them a healthy start for a good education and socialization.

SUPPLEMENTAL:

Additional Fiscal Information

The total amount for FY2013/14 is \$340,840, inclusive of the \$150,000 from the new contract. The approved and adopted budget for FY2013/14 for Office on Aging – GRG totaled \$256,423; therefore, a budget adjustment is needed as outlined on Schedule A to increase the amended revenue.

The remaining funding will be included in the budgets for FY2015 and FY2016.

There is no impact to County general fund and we are requesting no additional matching requirements.

Fiscal schedule for the term of the new contract:

FY2013/2014	\$	150,000
FY2014/2015	\$	300,000
FY2015/2016	\$	300,000
Total	\$	750,000

A. **BUDGET ADJUSTMENT:** Attached.

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Office on Aging
Schedule A
FY 2013/2014

Increase Office on Aging Estimated Revenue:

5300100000-21450-754000	CA Tobacco Tax Prop 10	\$ 84,417
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Increase Office on Aging Appropriation:

5300100000-21450-510040	Regular Salaries	5,126
5300100000-21450-518100	Budgeted Benefits	2,742
5300100000-21450-525440	Professional Services	70,031
5300100000-21450-526700	Rent-Lease Bldgs.	456
5300100000-21450-527780	Special Program Expense	4,269
5300100000-21450-529000	Miscellaneous Travel Expenses	1,220
5300100000-21450-529040	Private Mileage Reimb.	444
5300100000-21450-536760	Interfund Exp-Audit & Acctg.Fees	129
		<hr/>
		\$ 84,417



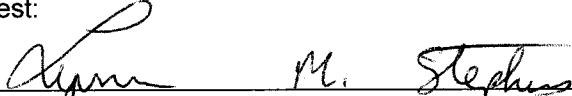
RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
2002 Iowa Avenue Suite 100
Riverside, California 92507

RCCFC AWARD: **14400 GG**
 CONTRACTOR: **Riverside County Office on Aging**
 CONTRACT TERM: **01/01/14 – 06/30/16**
 MAXIMUM REIMBURSABLE AMOUNT: **\$750,000.00**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed the amount listed above.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") is **\$750,000.00** as awarded by the Riverside County Children and Families Commission (RCCFC), also known as First 5 Riverside, provided pursuant to Proposition 10, to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Commission and CONTRACTOR have executed this Contract.

Authorized Signature for Commission:	Authorized Signature for CONTRACTOR:
	
Printed Name of Person Signing:	Printed Name of Person Signing:
Harry Freedman	MICHELE E HADDOCK
Title:	Title:
Executive Director	DIRECTOR
Address:	Address:
2002 Iowa Avenue, Suite 100 Riverside, CA 92507-2423	6296 RIVERCREST DR RIVERSIDE, CA 92507
Date:	Date:
1-10-14	1-6-14
Attest:	Attest: (SEE ATTACHED)
	
Title:	Date:
Commission Secretary	

Riverside County Children and Families Commission

Contract

Investment of Funds

RCCFC AWARD: 14400 GG
CONTRACTOR: Riverside County Office on Aging
CONTRACT TERM: 01/01/14-6/30/16
MAXIMUM REIMBURSABLE AMOUNT: \$750,000.00


Jeff Stone, Chair

MAR 18 2014

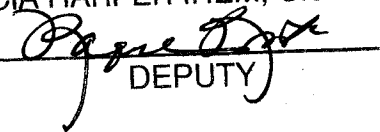
Date

Riverside County Board of Supervisor

ATTEST:

KECIA HARPER-IHEM, Clerk

By


DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:


NEAL R. KIPNIS

DATE

MAR 18 2014 3-26

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

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Followed by:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: BUDGET

ATTACHMENT C: PAYMENT PROVISIONS

ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY

Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COMMISSION:

Harry Freedman, Executive Director
2002 Iowa Avenue, Suite 100
Riverside, California 92507

CONTRACTOR:

Riverside County Office on Aging
Michele Haddock
6296 River Crest Drive, Suite K
Riverside, CA 92507

Or to such other addresses as the parties may hereafter designate in writing.

2. SOURCE AND SCOPE OF CONTRACT

- A. This Contract award is valid and enforceable only if sufficient funds are available to the Commission from Proposition 10 tax dollars for the total term of the Contract. It is mutually agreed that if the State does not appropriate sufficient Proposition 10 funds, this Contract shall be amended to reflect any reduction in funds.
- B. In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted by the State of California, which may affect the provisions, terms, or funding of this Contract in any manner.
- C. This Contract award is designated for an investment of funds to provide Health, Education or Child Care services in accordance with the current Commission Strategic Plan. Services are to be provided to benefit children 0 through 5 years of age (may also be abbreviated as "0-5") who reside in Riverside County.

3. DEFINITIONS

The following are terminology included within the Terms and Conditions of the Contract are defined by the Riverside County Children & Families Commission as stated below:

Commission: The Riverside County Children & Families Commission, an assembly of Commissioners, appointed by the Riverside County Board of Supervisors and responsible for establishing policy and directing Proposition 10 funds at the county level.

Contractor: The government or other legal entity to which a contract is awarded and which shall be accountable to the Commission for the use of funds provided.

County: The Riverside County Children & Families Commission, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

Data Management System: An online data management system used to collect and analyze client demographics, services and target accomplishments.

Executive Director: The designated lead director of the Commission or his or her designee.

Fiscal Year: The Commission's fiscal year is July 1 through June 30.

Performance Target: The specific results that a CONTRACTOR will commit to achieve. CONTRACTOR will be contractually responsible to achieve these specific targets as outlined in Scope of Work (SOW) (See Attachment A).

Performance Target Accomplishment Schedule: The specific timeline that a CONTRACTOR will commit to adhere to. (See Attachment A).

Probationary Status: CONTRACTOR is given notice of non-compliance and, after failure to correct deficiencies, has been placed in a status that may require additional monitoring, announced and unannounced visits, additional reporting by CONTRACTOR, an evaluation by Commission staff and a report to the Commission inclusive of recommendations regarding the disposition of the Contract.

Scope of Work (SOW): A documented qualitative and quantitative description of the project's deliverables (i.e. what the CONTRACTOR is funded to do). (See Attachment A).

4. TERM

The term of this Contract shall be from 01/01/14 through 06/30/16 unless sooner terminated by the provisions herein by either party. Funds shall not be automatically renewed by the Commission upon or after the term of the Contract except by formal amendment approved by the Commission.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the Commission may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the Commission if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR's executive director or other lead staff authorized by the CONTRACTOR's governing board or ownership within twenty (20) working days.

6. TERMINATION

A. By Commission: The Commission may, by written notice to CONTRACTOR terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

1. Termination for cause:

a. Due to Default or Breach of Contract. Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the Commission may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless Commission provides CONTRACTOR the opportunity to cure breach

within twenty (20) days of receipt of notice, and CONTRACTOR does so to Commission's satisfaction.

b. Due to Health and Safety Concerns of Clients. The Commission may immediately terminate this Contract, at the sole discretion of the Commission when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. Contract may also be immediately terminated at the sole discretion of the Commission if the CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

c. Due to Non-Appropriation. Termination may occur if no funds or insufficient funds are available for payments. After this Contract is terminated under these provisions, the Commission shall have no obligation to make further payments. Termination shall be effective immediately upon written notification of the decrease or elimination of funds.

d. Due to Non-Compliance. Termination may occur if CONTRACTOR fails to provide the Commission with any reports, data and/or information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given 30 days to cure the deficiency. If compliance is not met within the 30 days, the Commission may move forward with termination of the Contract.

B. By CONTRACTOR: CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar-days written notice to the Commission.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 Funds shall ONLY be used to supplement a CONTRACTOR's program. The Commission endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the Commission. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports, utilization of the Commission developed reporting systems and Administrative Review formats and required training to familiarize and implement the results-based accountability framework.

The Commission continues to refine its evaluative processes that will assist the Commission, its CONTRACTORS and the community to successfully increase and measure the impact of the Children and Families Act in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include, but are not limited to, the development of outcomes for programmatic performance, standards for service delivery and assessment tools.

9. SCOPE OF WORK (SOW)

- A. CONTRACTOR will be required to submit and adhere to a Scope of Work approved by the Commission. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of the program(s) objectives to be achieved in connection with Proposition 10 funding.
- B. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of the Contract shall be accepted for consideration through March 31st of each Fiscal Year. Requests for these types of SOW adjustments must be submitted to the Commission office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized Commission personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the Executive Director, or designee.

SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of the Contract include the following: changes that result in the type or number of customers served, new staff positions or major staff changes, or significant changes in the Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31st of each Fiscal Year. SOW revisions shall be submitted to the Executive Director, or designee, via the Commission's program specialist assigned to the CONTRACTOR. The Executive Director, or designee, will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the Commission office. Final approval of any proposed revisions to the SOW shall require the written approval of the Executive Director or designee. All changes will be incorporated into the Contract and shall become effective on the date of written approval from the Executive Director and/or the Commission.

- C. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the Commission Consent Form for any customer entered into the Data Management System. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the Commission to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by Commission action. Reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the Scope of Work and methodology contained in Attachment A as determined by the Commission. The Commission shall allocate the funds to CONTRACTOR as follows:

- A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the budget, as set forth in Attachment B hereto.
- B. All funds will be distributed as detailed in the payment provision, as set forth in Attachment C hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the Data Management System on a monthly basis and input must be completed by the 20th of the month following contract performance. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to Commission staff and adjusted within the Data Management System before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the 2nd quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the Commission's contract specialist assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other State or Federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due July 20. All reimbursement cost not submitted by July 20 will be disallowed.

Commission staff will send notification verifying payment amount, payment reduction or payment withheld. Changes in the mailing address or remit to address must be submitted in writing on the CONTRACTOR letterhead and signed by an authorized representative.

B. Program Reporting

Program data must be entered on a monthly basis and input must be completed by the 20th of the following month. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. Additionally, Quarterly Program Progress Reports must be submitted to the Commission within thirty (30) calendar days after the end of the quarter. Any changes that occur with program data input must be reported to Commission staff and adjusted within the data management system before the end of the Quarter following the change. Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30, as reported in the January 30 report). **A**

change in contract staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program reporting responsibility.

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the Commission's program specialist assigned to the CONTRACTOR.

Quarterly Program Reporting due dates for each Contract period:

- QUARTER 1 ending September 30: Report Due October 30
- QUARTER 2 ending December 31: Report Due January 30
- QUARTER 3 ending March 31: Report Due April 30
- QUARTER 4 ending June 30: Report Due July 30(Final Cumulative Program Progress Report)

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day.

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

If CONTRACTOR has been overpaid in the previous fiscal year, the Commission will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, any and all funds received from the Commission, upon request of the Commission, where such funds as determined by the Commission are not, or have not been utilized by CONTRACTOR for their purpose as intended by the Commission. The terms and conditions of reimbursement shall be at the sole discretion of the Commission. This provision is not terminated upon termination of this Contract.

13. RCCFC FISCAL REQUIREMENTS

A. Budget Adjustments

A budget adjustment is the transfer of funds from one approved line item to another approved line item. Individual transfers shall not exceed 10% of the approved destination category subtotal amount and in no case will cumulative transfers over the course of a fiscal year period exceed more than 10% of the total current fiscal year funding amount without written approval of the Executive Director, or designee. Written justification from the CONTRACTOR is required in the Program Progress Report submitted for the quarter in which the transfer is made and written notification of the transfer to the Commission's contract specialist from the CONTRACTOR is required during the month in which the transfer is made. Budget adjustments having a potential effect on the CONTRACTOR'S ability to comply with the SOW require prior approval from Executive Director, or designee. Budget adjustments will not change the total Contract amount and additional line items are **not** to be included. Failure of the Commission to discover or object to any unsatisfactory quarterly fiscal

reports prior to payment will not constitute a waiver of the Commission's right to require CONTRACTOR to correct such quarterly reports. Budget Adjustments will be considered until June 30th of each Fiscal Year.

B. Budget Revisions

Budget revisions are requests to transfer more than 10% of the total Contract amount and/or the addition of line items that were not previously approved. The Executive Director, or designee, will accept proposed budget revisions along with written justification from CONTRACTOR through March 31st of each Fiscal Year. Any unused funding from each fiscal year within the Contract Term may be considered for "roll over" into the next fiscal year for allowable and preapproved budget revisions, contingent on approval of Executive Director, or designee. The Executive Director, or designee, will respond to budget revisions within thirty (30) calendar days after receipt at the Commission office.

C. Amendments

Necessity for budget amendments to this Contract will be determined by the Executive Director, or designee, and may include, but are not limited to contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the Executive Director acting on behalf of the Commission, as provided herein, before they are effective. Major budget amendments, as determined by the Executive Director, in consultation with Commission legal counsel, will require formal approval of the Commission. Contract budget amendments will be considered until March 31st of each Fiscal Year.

D. Cost Allocation

CONTRACTOR shall have or establish a cost allocation plan to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR's Cost Allocation Plan must be approved by CONTRACTOR's appropriate governing body and submitted with the executed Contract.

A Cost Allocation Plan (CAP) is defined as a written summarization that documents the methods and procedures that the CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if any of the conditions below are met:

- a. Funded staff members share their time between a First 5 Commission funded program and one or more other grant funded programs.
- b. A single-funded staff member shares their time between two or more First 5 Commission funded programs.
- c. The same facilities and/or resources are utilized by more than one funded program.

E. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries, benefits and operating expenses. Capital expenses and subcontractor costs are excluded.
2. Indirect costs shall be based on the CONTRACTOR's official governing board approved Cost Allocation Plan or state/federal approved rate not to exceed 10%. These costs will be reviewed and approved on a case-by-case basis.
3. A pass through is defined as those instances where the CONTRACTOR forwards funds obtained from the Commission to a subcontractor and the Commission maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR's funded program more than once. RCCFC will not pay for subcontractor indirect costs as part of CONTRACTOR budget.

F. Revenues Received

Any and all revenue received by the CONTRACTOR (except funds received from the Commission) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

G. Payroll Taxes

The Commission shall not be directly responsible for the payment of any taxes on the CONTRACTOR's behalf. In the event that the Commission is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the Commission for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

14. CONTRACTOR AUDIT REQUIREMENTS

- A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of their annual audited financial statements to the Commission, covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR's fiscal year and will include a statement of internal controls over financial reporting. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.
- B. Audited financial statements are to be submitted to the Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the

CONTRACTOR's fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date and an extension has not been granted, the audited financial statements shall be considered delinquent and immediate corrective action is required. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the Commission has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all Commission costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

- A. Inventoriable equipment includes equipment/fixed assets with a unit cost of \$1000 or more or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e. computer processing unit, keyboard, monitor) total \$1,000 or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

- B. The CONTRACTOR shall inventory and report any and all equipment purchases meeting this criterion, on the Commission Inventory Record Form. This record must be submitted within 45 days of purchase to the Commission's contract specialist assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be made available as requested during the Commission staff site visits. It is understood that the CONTRACTOR is liable for any/all liability and damages resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR, and/or their employees, agents, subcontractors and/or collaborating partners.

- C. Any remaining non-inventoriable items, material and supplies with a value of less than \$1000 will be used for children ages 0 through 5 years of age by a program serving this population, or returned to the Commission. If Contractor is no longer serving this population, all remaining items will be returned to First 5 Riverside within 30 days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the Commission and CONTRACTOR, where the original cost exceeded one thousand dollars (\$1,000.00) shall either be: (1) used by CONTRACTOR for the services described in Attachment A, Scope of Work for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in Attachment A, Scope of Work; or (2) disposed of and proceeds paid to the Commission in a manner that results in the Commission being reimbursed in the amount of the current fair market value

(assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

- A. In furtherance of the foregoing, if the Commission selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of the this Contract. This provision shall survive the termination or expiration of this Contract and shall be actionable at law or in equity by the Commission against CONTRACTOR and its successors in interest.
- B. In the event the Commission selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the Commission upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the Commission funded activities. The Comprehensive Tobacco Control Policy is set forth as Attachment D hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in a Termination of Contract.

- A. CONTRACTOR shall be in compliance, and shall remain in compliance with all applicable state and/or federal laws, regulations or requirements during the term of the Contract.
- B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations or requirements.
- C. CONTRACTOR shall obtain and shall maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.
- D. CONTRACTOR shall notify the Commission Executive Director (or designee) verbally and in writing their intent to cease operations of the facility or program within sixty (60), but no less than thirty (30) days, of the event.
- E. CONTRACTOR shall notify the Commission Executive Director (or designee) in writing within 72 hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the

project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but is not limited to the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

- F. CONTRACTOR shall notify the Commission Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR's ability to perform required services and/or meet material Contract requirements within thirty (30) days of the learning of such a condition.
- G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the Commission Executive Director any and all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within 24 hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to Commission Executive Director a copy of the response sent to the governing entity.
- H. CONTRACTOR shall immediately notify the Commission upon the intent to file or filing of any action of bankruptcy.
- I. CONTRACTOR shall immediately notify the Commission upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract, and where the Commission is not a party to such litigation.
- J. CONTRACTOR shall immediately notify the Commission upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

19. RECORDS MANAGEMENT AND MAINTENANCE

- A. The CONTRACTOR shall make reports to the Commission in the required format and containing information as may be required by the Commission.
- B. The CONTRACTOR shall also provide additional reports or information if required by the State or the local Commission and was not reasonably anticipated at the time the Contract was entered into.
- C. CONTRACTOR shall input all data required on a monthly basis by the 20th of the month following the end of the reporting period and submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract. This requirement includes:
 - 1. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports;
 - 2. Submission of the Program Progress Report on a quarterly basis;
- D. CONTRACTOR shall retain such reports, and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by recessions or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

- E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).
- F. Where medical records, and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.
- G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given by or to the Commission and meetings involving the Commission members, staff, or advisory committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the Commission in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

- A. Commission representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. During the Administrative Review visits, CONTRACTOR representatives from both fiscal and program areas **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the Commission staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR's place of business or at such other mutually agreeable location in the County of Riverside, State of California.
- B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

22. GOVERNING LAW AND VENUE

- A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.
- B. This Contract, and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

- C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.
- D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

- A. The Commission holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that Commission does not enter into, or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy any and all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the Commission for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. Any and all subcontractor(s) shall conform to all requirements of the Commission and any Contract between the CONTRACTOR and the Commission.
- C. The Contractor shall not enter into any subcontract with any subcontractor who:
 - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - 2. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - 4. within a 3-year period preceding this Contract, has had one or more public transactions (Federal, State, or local) terminated for cause or default.
- D. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- E. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

- F. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

- A. Upon signing this Contract, CONTRACTOR shall publicize their funded program and partnership with the Commission by creating a press release to be distributed to local media outlets. The press release shall be sent to First 5 Riverside for review and approval within 14 days of signing of Contract. No later than 5 days after the press release is reviewed and approved by First 5 Riverside, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact Commission public information specialist.

- B. CONTRACTOR shall include the following acknowledgment of the Commission and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to Commission funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the First 5 Riverside attribution shall be one of the following:

"Made possible by funding from First 5 Riverside"

"Funded by First 5 Riverside"

"Funded by First 5 Riverside - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside"

"Financiado por Primeros 5 Riverside"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside"

"Funded in part by First 5 Riverside - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside"

"Financiado parcialmente por Primeros 5 Riverside"

"Financiado parcialmente por Primeros 5 Riverside - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTORS shall contact the Commission's public information specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

- C. The approved First 5 Riverside logo (graphic) shall be used on materials specific to the Commission funded program. CONTRACTOR shall use the approved First 5

Riverside logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside graphics attribution standard as posted on the Commission public web site (www.rccfc.org)

- D. CONTRACTOR shall provide the Commission staff/public information specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) days before public release is scheduled.
- E. The Commission's public information specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the Commission policies. Policies will be available on the Commission public website (www.rccfc.org) and/or the First 5 Riverside Data Management System.

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the Commission. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

- A. The Commission shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the Commission.
- B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the Commission. The Commission will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

This Contract hereby incorporates by reference the provisions of Title 2, CCR, Section 8107 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, CCR, Section 8107 et seq. and further agrees to include this Non-Discrimination clause in any and all subcontracts to perform services under this Contract.

28. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the CONTRACTOR and the Commission. The CONTRACTOR, nor CONTRACTOR's officers, agents, employees or subcontractors,

shall not be entitled to any Commission paid employee benefits, including Workers' Compensation.

29. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the Commission, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees or COUNTY) from any and all liability whatsoever, including wrongful death, 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 Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives from this Contract. 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, the Indemnitees 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 Indemnitees as set forth herein.

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 this Contract shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees 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 Indemnitees to the fullest extent allowed by law.

- A. If CONTRACTOR is a public entity, as defined by applicable law, the Commission and CONTRACTOR, to the extent that liability may be imposed on the Commission by the provisions of Government Code Section 895.2, shall be liable for their own acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the Commission or CONTRACTOR, their employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the Commission and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause their insurers to do likewise.
- B. CONTRACTOR agrees to indemnify the Commission for all federal/state withholding or state retirement payments, which the Commission may be required to make by the

federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the Commission in carrying out the terms of the Contract, such indemnification shall be paid in full to the Commission upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.

30. INSURANCE

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's during the term of this Contract.

Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory 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. The 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.

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, and cross liability coverage, 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, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. 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 Contract or be no less than two (2) times the occurrence limit.

Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then 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 Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer

with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Contract.

General Insurance Provisions - All lines:

1. 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 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 or a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified 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 shall 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 Contract 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 certified 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. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
4. It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract,

including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
7. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
8. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

Adjustment and/or Waiver of Requirements:

The Executive Director, or designee, in consultation with the Commission's Risk Manager, may adjust the insurance requirements set forth herein as deemed necessary for the Contract, and/or may waive insurance requirements where not applicable to the Contract. Insurance endorsements shall be submitted to the Commission upon submission of the fully executed Contract, but no later than when contract work commences.

31. ASSIGNMENT

This Contract shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of the Commission, as approved and authorized by formal action of the Commission.

32. ALTERATION AND/OR AMENDMENT

No alteration, amendment, or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. Oral understandings or Contract not incorporated herein shall not be binding on any of the parties hereto. As provided herein, the Executive Director of the Commission, acting on behalf of the Commission, may alter or revise this Contract on behalf of the Commission. Material alterations and/or amendments, as determined by the Executive Director in consultation with Commission legal counsel, will require formal approval of the Commission. Except as provided herein, the parties expressly recognized that individual Commission members, advisory committee members, or staff to the Commission is without authorization to either change or waive any material requirements of this Contract without formal action of the Commission.

33. CONFLICT OF INTEREST

CONTRACTOR shall have no economic interest, and shall not acquire any economic interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Contract.

34. WAIVER AND SEVERABILITY

Any waiver by the Commission of any breach of any one (1) or more terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same term of any other term herein. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

35. DISALLOWANCE

In the event CONTRACTOR receives payment for services under this Contract, which is later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to the Commission upon request. The Commission retains the option to offset the amount disallowed from any payment due to the CONTRACTOR under this Contract, or under any other Contract, or Contract between CONTRACTOR and the Commission.

36. OFFICIAL DOCUMENTS

Upon the Contract approval by the Commission, one (1) completed set of this document will be sent to the CONTRACTOR. Such copy shall be the officially approved Contract for the conduct of the approved project.

37. ENTIRE CONTRACT

This Contract, inclusive of all attachments and exhibits, constitutes the entire Contract between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous Contract of any kind of nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Contract shall be by the provisions of the section entitled "alteration and/or amendment" herein.

38. NONEXCLUSIVE CONTRACT

CONTRACTOR understands that this is not an exclusive Contract and that the Commission shall have the right to negotiate with and enter into Contracts with others providing the same or similar services as those provided by CONTRACTOR as the Commission desires, and at the sole discretion of the Commission.

39. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT

CONTRACTOR certifies that the individual signing herein has authority to execute this Contract on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this Contract, and any attachments hereto.

40. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State, and Federal law now in force or which may hereafter be in force with regard to this Contract. The

judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action against CONTRACTOR, whether the Commission be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and the Commission.

41. CONFLICTS IN INTERPRETATION

In the event of conflict in interpretation by the parties of the provisions contained in the numbered sections of this Contract and the provisions contained in the Attachments hereto, the provisions of the attachments in the Contract shall prevail over those in numbered sections.

ATTACHMENT A: SCOPE OF WORK

**Riverside County Office on Aging
Contract: 14400 GG
Early Care Scholarships
January 2014 – June 2014**

The Riverside County Office on Aging Grandparents Raising Grandchildren (GRG) services supported through the First 5 Riverside Early Care Scholarship contract shall provide full time/respice subsidized child care slots to serve a total of 50 children and 50 grandparents/caregivers per month residing in Riverside County who are caring for children 0 through 5 years of age.

The GRG program will serve low to moderate income grandparents/caregivers ages 50 years and over. Full-time and respice care will be dependent upon the needs of the grandparents entering the program. The California Department of Education standards will be used in determining eligibility for child care subsidies. Grandparents/caregivers must be at least 50 years of age and have the grandchildren living in their home, without the presence of the parent(s), to receive services.

Non-working grandparents may qualify for respice care up to 32 hours per month to attend medical and other critical appointments, as well as, respice from the day to day activities of being a caregiver. Working grandparents are eligible for full time child care for their children 0 through 5 years of age. Child care services will be delivered by a licensed Child Care Provider selected and contracted by the grandparent/caregiver. GRG will monitor child care providers to insure the provider is licensed and in good standing with Community Care Licensing. If emergency respice care is required, GRG will comply with the TrustLine requirements and work with other agencies to identify certified providers.

F5R funds are intended to be funds of last resort, and only utilized when other funding resources are not available.

Strategy: Early Care Scholarships

Aggregate Targets:

- 1) By June 30, 2014, Riverside County Office on Aging, Grandparents Raising Grandchildren program will provide child care subsidies to 50 low to moderate income children, on a monthly basis.
- 2) By June 30, 2014, Riverside County Office on Aging, Grandparents Raising Grandchildren program will document the number of children with special needs that received child care.

Agency Name:	Riverside County Office on Aging	
Contract Number:	14400 GG	
Program Name :	Early Care Scholarships / Grandparents Raising Grandchildren	
F5R Funds (Base Amt) FY 13/14:	\$150,000	\$0
List Other Funding Source(s) below:	List Other Program Fund(s) below:	
Total Funding from All Sources:	\$150,000	total ck \$0

First 5 Riverside Program Budget: January 1, 2014 - June 30, 2014

Personnel Title and then Name of Employee	Total One-Half Annual Salary for Position at Full Time Equivalent	Percentage of FTE Funded by Program		(A) Total F5 Program Costs	(B) Total Other Program Funds	(C) Total Program (A+B=C)	Non Program Personnel Exp. ck
		F5R	Other				
1 Program Manager - Stephen Geist	\$25,278	5%	0%	\$1,203		\$1,203	\$24,075
2 Child Care Coordinator - Donna Pierce	\$29,044	100%	0%	\$29,044		\$29,044	\$0
3 Office Assistant - Carmen Cornejo	\$16,324	7%	0%	\$1,184		\$1,184	\$15,140
4 Deputy Director - Ronald Stewart	\$40,000	3%	0%	\$1,000		\$1,000	\$39,000
Subtotal Personnel:				\$32,430	\$0	\$32,430	\$78,215

Employee Benefits	Total Annual Benefits	Percentage paid by funding source		(A) Total F5 Program Costs	(B) Total Other Program Funds	(C) Total Program (A+B=C)	Non Program Personnel Exp. ck
		F5R	Other				
1 Program Manager - Stephen Geist	\$11,599	5%	0%	\$552		\$552	\$11,047
2 Child Care Coordinator - Donna Pierce	\$12,560	100%	0%	\$12,560		\$12,560	\$0
3 Office Assistant - Carmen Cornejo	\$9,419	7%	0%	\$683		\$683	\$8,736
4 Deputy Director - Ronald Stewart	\$16,944	2%	0%	\$424		\$424	\$16,521
Subtotal Benefits:				\$14,219	\$0	\$14,219	\$36,303

Operational Expenses	
1 Office Supplies/equipment (<\$1000)	\$100
2 Postage & Printing	\$300
3 Advertising / Outreach Marketing	\$0
4 Equipment (>\$1000 <\$5000)	\$0
5 Program Materials and Incentives	\$0
6 Program Nutrition/Food	\$0
7 Scholarships	\$99,000
8 Insurance	\$49
	\$99,000
	\$49
	\$100
	\$300
	\$0
	\$0
	\$0
	\$0
	\$0
	\$99,000
	\$49

Agency Name:		Riverside County Office on Aging		
Contract Number:		14400 GG		
Program Name :		Early Care Scholarships / Grandparents Raising Grandchildren		
F5R Funds (Base Amt) FY 13/14:		\$150,000		\$0
List Other Funding Source(s) below:		List Other Program Fund(s) below:		total ck
Total Funding from All Sources:		\$150,000		\$0
9	Maintenance and Repairs	\$0		\$0
10	Equipment Lease	\$0		\$0
11	Licenses & Fees	\$0		\$0
12	Travel (airfare, mileage, meals, hotel)	\$650		\$650
13	Training / Conferences	\$0		\$0
14	Rent/Lease	\$600		\$600
15	Utilities	\$0		\$0
16	Temporary Help	\$0		\$0
17	Professional Services	\$0		\$0
18	Vehicle Maintenance/Repairs	\$0		\$0
19	(1) Other	\$0		\$0
20	(2) Other	\$0		\$0
21	(3) Other	\$0		\$0
Subtotal Material and Supplies:		\$100,699	\$0	\$100,699
Subcontractors		\$0	\$0	\$0
Capital Expenditure		\$0	\$0	\$0
Subtotal Capital Expenditures:		\$0	\$0	\$0
NOTE: F5R Indirect Expense Limit Not to Exceed 10% of Allowed Expenses)				
1	Indirect Percentage Paid by F5R:	0.00%	\$2,653	\$2,653
2	Indirect Paid By Other Funds:			\$0
Subtotal Indirect:		\$2,653	\$0	\$2,653
Total Budget:		\$150,000	\$0	\$150,000

BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS

AGENCY NAME: Riverside County Office on Aging
 FISCAL YEAR: 13/14
 CONTRACT NUMBER: 14400 GG
 PROGRAM NAME: Early Care Scholarships / Grandparents Raising Grandchildren

First 5 Riverside Program Budget: January 1, 2014 - June 30, 2014 (Six month budget)

Personnel and Benefits (These Cells Auto-Populate from the Combined Personnel and Benefits Dollar Amounts from Budget Tab)

<i>(Use the space below to provide a brief narrative statement to justify EACH line item within your program budget.)</i>	
Program Manager - Stephen Geist	\$1,755 Provides general program management and staff supervision, marketing and outreach, monitoring and reporting.
Child Care Coordinator - Donna Pierce	\$41,604 Administers the program enrollments, provider management, invoicing and data reporting, monitoring participant and provider eligibility and reporting.
Office Assistant - Carmen Cornejo	\$1,867 Provides clerical support to the program and Spanish translation, also provides support for marketing and outreach.
Deputy Director - Ronald Stewart	\$1,424 Provides oversight and ensures full compliance with contract terms.

Operational Expenses

Office Supplies/equipment (<\$1000)	\$100 General office supplies, files, ink cartridges - 50% program administration and 50% marketing and outreach.
Postage & Printing	\$300 Printing and postage for notifications, contracts, applications, and educational materials - 70% allocated to program administration, 30% to marketing and outreach.
Advertising / Outreach Marketing	\$0 Not funded.
Equipment (>\$1000 <\$5000)	\$0 Not funded.
Program Materials and Incentives	\$0 Not funded.
Program Nutrition/Food	\$0 Not funded.
Scholarships	\$99,000 Direct cost for provider services - 100% program administration.
Insurance	\$49 Allocation of Liability and Property Insurance - 100% program administration.
Maintenance and Repairs	\$0 Not funded.
Equipment Lease	\$0 Not funded.
Licenses & Fees	\$0 Not funded.
Travel (airfare, mileage, meals, hotel)	\$650 Mileage for Child Care Coordinator (participant screening and application, provider enrollment and billing, monitoring visits with participant and provider), program manager (meetings with funder, agency administration, marketing and outreach), 40% marketing and outreach, 20% monitoring.
Training / Conferences	\$0 Not funded.
Rent/Lease	\$600 100% program administration - program's allocation of lease payments.

Attachment B

Utilities	\$0	Not funded.
Temporary Help	\$0	Not funded.
Professional Services	\$0	Not funded.
Vehicle Maintenance/Repairs	\$0	Not funded.
Subcontractors Capital Expense Indirect		
Indirect costs paid by F5R	\$2,653	Allocated costs: accounting and human resource services, audit, utilities, and agency lease.
Total First 5 Funding	\$150,000	

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum reimbursable amount over the life of this Contract is **\$750,000.00** as awarded by the Riverside County Children and Families Commission (RCCFC), also known as First 5 Riverside, provided pursuant to Proposition 10.

CONTRACT PERIOD: **01/01/14 – 06/30/16**

Initial Funding Period: January 1, 2014 – June 30, 2014

1. Method, Time and Schedule Conditions of Payment

- a. Initial advance payment will be one-half (1/2) of the current funding period total amount (as referenced in Attachment B) and shall be disbursed at the commencement of the Contract so long as all of the following conditions have been met:
 1. The Contract has been approved by the Commission;
 2. The Contract has been fully executed by all parties;
 3. All applicable licenses in order to comply with the terms of the Scope of Work (Attachment A) are current and valid; and,
 4. Commission staff has reviewed and approved Cost Allocation Plan (if applicable).
- b. The subsequent disbursement will be reconciled and paid based on actual program expenditures minus funds already paid year-to-date.

Subsequent Funding Periods

- c. Initial advance payments for each subsequent Fiscal Year will be one-quarter (1/4) of the current funding period total amount.
- d. Subsequent disbursements will be reconciled and paid based on actual program expenditures and a projection of those expenses through the next quarter ending date, minus funds already paid year-to-date. However, in no instance shall the quarterly payment exceed one-quarter (1/4) of the funding period total.

Under special circumstances, CONTRACTOR may request supplemental disbursements. A supplemental disbursement request along with justification must be submitted, in writing, to the Executive Director or designee. If approved, total funding disbursed shall not exceed 90% of total budget amount for the fiscal year. If funding beyond the fiscal year is requested, approval may only be granted by the Executive Director or Commission, as necessary by amendment. The Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to 1) comply with quarterly reports by the indicated due date as set forth in Section 11 of the Contract, 2) if results achieved are not as projected and no Commission approved plan is in place for improvement, or 3) if the CONTRACTOR is not in compliance with any provision contained within this Contract.

- e. The 4th quarter payment shall not result in more than 90% of the total current funding period amount paid. The final 10% of the funding period amount approved for the Fiscal Year will be paid based on final expenditures as of June 30th and reported as of July 31st, which is the final deadline to submit program expenditures. Expenditures made after June 30th will not be accepted.

**ATTACHMENT D:
COMPREHENSIVE TOBACCO CONTROL POLICY**

As a material condition of the Contract, the CONTRACTOR shall agree that the CONTRACTOR and the CONTRACTOR's employees, while receiving funding from the Commission:

1. Shall not use tobacco products while using the CONTRACTOR's property e.g., vehicle, equipment;
2. Shall not sell, offer or provide tobacco products on CONTRACTOR 's premises;
3. Shall have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by Proposition 10 funds;
4. Shall assure that the CONTRACTOR and its employees have no current business association or relationship with the tobacco industry, and further agrees to neither accept nor solicit financial contributions, sponsorships, gifts, or services from any tobacco company, executive, or tobacco-related function; and
5. Shall make a reasonable effort to divest of all investments in companies that derive 15% or more of their revenues from tobacco.

The Commission may terminate for default or breach of this Contract and any other Contract the CONTRACTOR has with the Commission, if the CONTRACTOR or CONTRACTOR 's employees, are determined by the Executive Director, or designee, not to be in compliance with the conditions set forth herein.

If the CONTRACTOR or CONTRACTOR's employees, are determined by the Executive Director, or designee, not to be in compliance with the conditions set forth herein, the Commission may terminate for default or breach of this Contract and any other Contract the Commission has with the CONTRACTOR.

In instances where the CONTRACTOR is part of a larger entity, and where the entity has an investment policy set by governance officials other than the CONTRACTOR, and the CONTRACTOR is not directly involved in such investment decisions, CONTRACTOR agrees to the provisions herein as required in the programs and activities under the direct control of the CONTRACTOR to the satisfaction of the Executive Director, or designee. Activities of the larger entity other than investment decisions, which are not under the direct control of CONTRACTOR, shall not be considered to be in violation of CONTRACTOR's activities pursuant to the policy.

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARY GRANT

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: MAR 18TH 2014 **Agenda #** 3-26

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.