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- 1) Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.
- 2) The following guidelines are restricted to occupied single family dwellings (SFD) and/or Multi-Unit dwelling (MUD) units:
 - a. A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source.
 - b. A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.
- 3) Heating and/or cooling services may be provided when one of the following conditions exists:
 - a. Existing primary heating/cooling appliance is deemed hazardous by a qualified technician, HVAC contractor or utility company gas service technician; or
 - b. Existing primary heating/cooling appliance is verified by a qualified technician, HVAC contractor or utility company gas service technician to be inoperable or in need of repair.
- 4) Any and all heating/cooling services shall be performed in accordance with the following guidelines:
 - a. All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists under the sole circumstance where the residential dwelling is not equipped with the necessary appliances to provide adequate heating and/or cooling during a climatic seasonal period that would pose imminent risk to the health and well being of the household occupants. Under the circumstances, Contractor may install a heating and/or cooling appliance to mitigate the potential

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safety risks to clients. The installation of any heating and appliance must be within the allowable quantity and maximum reimbursement limits specific to the individual appliance installation and as referenced in Attachment II to Exhibit B.

- b. All such appliance replacements are further subject to the Health and Safety Appliance Replacement Policy.
 - c. The age of a heating/cooling appliance shall not be used as a basis for replacement.
 - d. Upgrades to heating and cooling appliances for energy efficiency purposes are subject to the energy audit unless required by Title 24.
- 5) Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than fifty percent (50%) of the cost of installing a new replacement unit.
 - 6) If during the course of repairing the defective unit, additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.
 - 7) When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

H. DOE Waiver for Fuel Switching

Contractor shall not switch fuel when replacing furnaces or any other allowable appliance unless CSD and DOE provides a waiver in writing. Contractor shall keep a copy of such waiver in the client's file.

I. Order of Operations

- 1) After Outreach, Intake, Assessment and Diagnostic Testing, Contractor shall install measures as specified in the CSD Order of Operations Policy incorporated by reference to this Agreement, and available on the CSD Energy Providers' website at <https://providers.csd.ca.gov>.

J. Priority Lists of Energy Conservation Measures

- 1) Contractor shall install energy conservation measures in single-family dwellings, mobile homes and multi-unit dwellings in accordance with the

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DOE-Approved Priority List which is hereby incorporated by reference to this Agreement and available on the CSD Energy Providers' website at <https://providers.csd.ca.gov>.

K. Energy Audit Requirements

- 1) Energy audits will be conducted as specified in the CSD Measure Installation Policies and Procedures incorporated by reference to this Agreement, and available on the CSD Energy Providers' website at <https://providers.csd.ca.gov>.
- 2) REM/Design energy audit tool shall be applied to single-family dwellings, mobile homes and multi-unit dwellings containing twenty-five (25) or fewer dwelling units where each unit is independently heated and cooled and has its own domestic hot water heater.
- 3) Targeted Retrofit Energy Analysis Tool (TREAT) shall be applied to all multi-unit dwellings except for those multi-unit dwellings that are qualified to use REM/Design.
- 4) Contractor shall install those feasible energy conservation measures shown by the energy audit to have a SIR of 1 or more.
- 5) Contractor shall install measures with higher SIRs before or instead of measures with lower SIRs.

L. Natural Disasters

- 1) When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster pursuant to the DOE WAP DISASTER RELIEF PLAN, which is hereby incorporated by reference to this Agreement and available on the CSD Energy Providers' website at <https://providers.csd.ca.gov>.
- 2) Contractor may provide services to repair damages that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.
- 3) The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

M. Workers Safety

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- 1) Contractors are responsible for ensuring the safety of its weatherization field personnel performing weatherization activities under this contract and in accordance with the CSD Health and Safety policies and internal policies of the contract intended to protect the safety of weatherization field personnel.
- 2) Agencies must ensure that its weatherization field personnel are trained on how to handle situations where weatherization clients and other occupants within a weatherization project display behavior that is construed to be abusive and threatening to weatherization and their personal safety. Such situations constitute reasons for deferring weatherization services to the dwelling itself and weatherization workers are trained to recognize, deal, and document threatening situations they encounter in the course of performing weatherization measure installations.
- 3) Contractor's must document such incidents in the Weatherization Deferral Form and maintain a copy of the completed form in the client file at all times.

5. PROGRAM STANDARDS AND REGULATORY REQUIREMENTS

A. Program Standards

- 1) Contractor shall adhere to all CSD program standards pursuant to the following documents and manuals which have been incorporated by reference and made part of this Agreement as if attached hereto:
 - a. CSD Low-Income Weatherization Assistance Program Policies and Procedures;
 - b. CSD Weatherization Installation Standards (WIS);
 - c. Upon release, Field Guide (FG)
 - d. CSD Inspection Policies and Procedures;
 - e. CSD LIHEAP/DOE Program Health and Safety Appliance Replacement Policy;
 - f. Official State and Federal Program Notices;
 - g. DOE WAP Disaster Relief Plan;
 - h. Current Eligibility Verification Guide.

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Upon signing the CSD contract, Contractor is acknowledging receipt of all current technical manuals, policies and protocols.

- 2) In the event of disagreement between policies and field protocols contained within the Weatherization Installation Standard Manual and/or the Weatherization Policies and Procedures and this Agreement, Contractor shall abide by the terms of this Agreement.

B. Regulations

- 1) Standards contained in the Uniform Building Code and local city and county codes shall take precedence over the CSD WIS if the code requirement is not included in the manual and/or is more stringent.
- 2) Weatherization work performed in all applicable dwellings shall be in compliance with California Energy Commission 2005 Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.
- 3) Services provided to all applicable pre-1978 dwellings shall be in compliance with the Environmental Protection Agency rules in 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35; and Lead Requirements for Hazard Education Before Renovation of Target Housing; Final Rule.
- 4) All materials procured for weatherization purposes shall be in conformance with the Department of Energy rules in 10 CFR Part 600.236, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Tribal Governments or 10 CFR Part 600.140, Uniform Administrative Requirements for Awards and Sub awards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations.
- 5) All materials must be in compliance with Department of Energy rules in 10 CFR 440, Appendix A.

C. Title 24

- 1) Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing

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building breaks and cannot be repaired.

- 2) Title 24 requirements are applicable only to energy conservation measures installed to dwellings located within Contractor's specific California Energy Commission (CEC) Climate Zone. For a listing of the CEC climate zones, refer to the CSD Energy Providers' website at <https://providers.csd.ca.gov>.

Contractor shall exercise caution not to utilize the DOE Climate Zone for compliance with California's Title 24 Energy Efficiency Standards for Residential and Nonresidential Requirements.

- 3) Contractor shall obtain the services of a qualified Home Energy Rating System (HERS) Program Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Agreement.
- 4) The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

D. Pre-1978 Dwellings

- 1) Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.
- 2) HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.
- 3) Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or Contractor's equivalent.

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6. QUALITY ASSURANCE

A. Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization work performed under this Agreement. Such assurance will be documented on the Weatherization Building Assessment and Job Order Sheet (CSD 540) or Contractor's equivalent and shall be signed and dated by a certifying agency representative.

B. Post-Weatherization Inspections

- 1) Contractor shall perform post-weatherization inspections on one-hundred percent (100%) of the total dwellings.
- 2) Contractor shall not report a weatherized dwelling as complete nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified during the dwelling assessment have been installed, including post-weatherization inspections.
- 3) Any dwellings which are not inspected by Contractor may be inspected by CSD's third-party inspectors. In the event deficiencies or irregularities in the weatherization work are discovered, Contractor will be responsible for correcting workmanship issues and their associated costs. In the event Contractor is unable to successfully remediate noted workmanship issues, then CSD will disallow all project costs for weatherized dwelling in question and the cost of the inspection charged to Contractor.
- 4) Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD weatherization guidelines. At a minimum, the post-inspection shall:
 - a. Review the Dwelling Assessment and Weatherization Building Assessment and Job Checklist (CSD 540) to ensure that all feasible weatherization measures identified during the assessment were installed.

In the event weatherization crews identified and performed additional weatherization measure installations not disclosed during the dwelling assessment, then the Inspector shall ensure that these measures conform to CSD weatherization guidelines and are

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notated on the Weatherization Building Assessment and Job Checklist.

- b. Verify that all measures were completely installed in accordance with said terms and conditions of this Agreement.

In addition, installed measures shall be reviewed to determine the absence of any feasible Mandatory Measure not installed the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Agreement and/or any health and safety hazards.

- c. Verification that the unit received blower door and duct leakage testing;
 - d. Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and
 - e. Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether preexisting or resulting from the performance of weatherization services, have been successfully remedied.
- 5) Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Section 7, TRAINING REQUIREMENTS.
 - 6) Contractor's shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this agreement.
 - 7) The Quality Assurance Inspector shall certify the performance of Post Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

C. Third-Party Inspections

- 1) The State reserves the right to use a third-party inspector to review and verify that the weatherization activities performed under this Agreement conform to applicable standards and practices.

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- 2) Unless Contractor assumes the task of arranging inspection visits with the selected weatherization clients, Contractor shall provide the use of a telephone to the inspector.
- 3) Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make corrections during the client inspections visits.
- 4) Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by the State or its designee within 20 working days of written notification.
- 5) Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation. The immediate hazard shall be eliminated within 24 hours, and hazardous conditions shall be completely resolved within five (5) working days of written notification. The time period may be extended for circumstances beyond Contractor's control; however, the time extension must be approved in writing by CSD prior to the expiration of the five working days.

D. Subcontracted Services for Basic Weatherization

- 1) Contractor who subcontracts basic weatherization services shall submit to CSD for approval a written Weatherization Quality Control Plan for Subcontractors. This plan shall include field and fiscal monitoring.
- 2) Contractor shall have a minimum of one internal staff member who shall receive the online, classroom and field training coursework required by CSD for a field supervisor.

E. Noncompliance

- 1) Contractor shall be subject to the withholding of reimbursement for failure to completely resolve a Hazardous Condition within five working days or within the modified completion date for units receiving a time period extension. The reimbursement sanction will immediately apply to the next fiscal reimbursement request associated with the primary funding source (program) of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question.

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- 2) If it is determined that Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from Contractor's next request for fiscal reimbursement.
- 3) If it is determined that Contractor has incorrectly billed CSD because a measure was not installed or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the uninstalled measure or quantity will be withheld from subsequent reimbursements.
- 4) Contractors will be subject to Special Conditions if it is determined that one or more of the following conditions exist:
 - a. Contractor has a history of unsatisfactory performance.
 - b. Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor.
 - c. Failure to remedy an identified Hazardous Condition in a timely manner (elimination of immediate hazard within 24 hours and complete resolution correction within five working days of written notification).
 - d. Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

7. TRAINING REQUIREMENTS

- A. All training, as indicated by employee classification in Attachment II, shall be provided through a CSD-approved training center utilizing CSD-approved training curriculum. In-house training shall no longer be an acceptable form of training to meet any CSD training requirements for weatherization services with the exception of HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the

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CSD-approved training entity upon successful completion of each course, unless where noted below.

B. Training Provisions for Staff of Contractor and Subcontractors

- 1) For the purposes of this section, subcontractors must have prior experience providing basic weatherization pursuant to a CSD program. Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in Section 7.D.
- 2) Within 30 days of employment, weatherization employees of Contractor and subcontractors shall receive Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training. An Assessor, Energy Auditor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, conduct an audit on, weatherize, or inspect a dwelling unit until the required Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.
- 3) Within ninety (90) days of employment, all weatherization employees of Contractor and subcontractors shall receive Basic Weatherization Training.
- 4) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.
 - a. Subsequent to successful completion of the Duct Leakage/Blower Door Diagnostic Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.
 - b. Contractor and subcontractor employees failing to demonstrate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 5) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion

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appliance safety checks without having completed the required CSD-approved training.

- a. Subsequent to successful completion of the Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.
 - b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 6) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment Training. No employee of Contractor and subcontractors shall perform assessments without having completed the required training.
 - a. Subsequent to successful completion of the Field Assessment Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.
 - b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and prohibited from performing this activity until the completion of required training.
- 7) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform Inspections and/or Field Supervision shall receive Quality Assurance Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.
 - a. Subsequent to successful completion of the Quality Assurance Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a

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third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.

- b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and prohibited from performing this activity until the completion of required training.
- C. Subcontractors who have never provided basic weatherization services pursuant to a CSD program are required to have all staff complete the entire required course of training, relative to their job classification, as detailed in Attachment II to this Exhibit prior to commencing unit production work.
- D. Training and technical assistance funds may also be used to train Contractor's subcontractors participating in the program and excludes on-the-job training. In making the determination to pay for subcontractor training, Contractor should secure a retention agreement in exchange for the training. The subcontract agreement should stipulate that the subcontractors will work in the program, for a minimum of 12 months. The training costs are limited to travel, admission and materials.
- E. Training Provisions for Staff of Subcontractors Who Provide Specialty Services

All field employees of subcontractors who perform the of HVAC work for a Contractor are strongly encouraged to receive the required CSD-approved training. If the subcontractor does not receive the training, it shall be the responsibility of Contractor to perform all pre- and post-combustion appliance safety diagnostic testing for all HVAC services performed by subcontractors.
- F. For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.
- G. Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization services the following:
 - 1) Current CSD WIS;

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- 2) CSD Low-Income Weatherization Assistance Program Policies
 - 3) Other applicable policies and procedures; and
 - 4) Official Program Notices
- H. Commencing in the 2015 DOE WAP program, Quality Control Inspectors (QCI) working for, or contracted by, Contractor must possess the knowledge, skills and abilities in the National Renewable Energy Laboratory (NREL) Job Task Analysis for Quality Control Inspectors. This applies to all individuals who perform final inspections.
- QCI competency is demonstrated by certification as a Home Energy Professional Quality Control Inspector.
 - QCI can be employed by third party organizations or subgrantees.

Contractor will complete a competency evaluation of its inspector workforce to determine capability of meeting DOE QCI competency standards. If it is determined that Contractor's inspector(s) meet the minimum qualifications, the inspector will be required to attend all training offered by CSD in preparation of the Home Energy Professional Quality Control Inspector exam, and may be required to take the exam.

- I. CSD is revising the WIS and developing a new Field Guide to meet the new DOE Standard Work Specifications (SWS). Upon release of the revised WIS standards and new Field Guide, Contractor's weatherization staff will be required to participate in training offered by CSD on the revised standards.

8. CONTRACTOR LICENSING

Contractors that are nonprofit organizations and are performing weatherization activities under this Agreement certify that they possess and shall comply with the following licensing requirements:

- A. Possess and maintain an active Class "B" General Building Contractor license, issued by Contractors' State License Board (CSLB) in the name of the agency/qualifying individual;
- B. Fulfill the requirements of, and receive certification pursuant to the Toxic Substances Control Act (TSCA), Section 402;
- C. Notify CSD when any changes in licensing occur; and

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- D. Possess all applicable licenses as required by the CSLB to carry out the installation and/or repairs of Central HVAC Systems, Furnaces, and Boilers.

9. EPA CERTIFICATIONS

- A. All Contractors shall be certified as an EPA Certified Firm in accordance with EPA's Regulation on Residential Property Renovations requirements (40 CFR 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are exempt from being certified as a firm.
- B. Contractors shall have at least one certified renovator on staff that is trained by EPA-approved training providers. Contractors who subcontract all of their weatherization and ECIP EHCS services shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.
- C. Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.
- D. Any Contractor or subcontractor (basic and specialty, if applicable) without an EPA Certified Firm certificate on file with CSD will not be allowed to work in the Renovator capacity on pre-1978 buildings.
- E. Any EPA Certified Renovator for a Contractor and subcontractor (basic and specialty, if applicable) without certifications on file with CSD will not be allowed to work in the capacity of a Renovator in pre-1978 dwellings.

10. SPECIAL LICENSING - WEATHERIZATION

Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification shall always require a C-10 license.

11. CERTIFIED RENOVATOR

Contractor shall be certified to conduct lead-based paint activities and shall have a minimum of one Certified Renovator on staff in accordance with the Environmental Protection Agency (EPA) Lead: Renovation, Repair and Painting Program (40 CFR Part 745) and CSD Lead-Safe Weatherization Policies. Lead-based paint activities in pre-1978 housing and child-occupied facilities shall be conducted by certified renovation firms, use renovators with accredited training, and follow the work practice requirements of the rule.

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12. LEVERAGING ACTIVITIES

- A. Contractor is strongly encouraged to provide weatherization services to LIHEAP ECIP HCS-serviced dwellings using LIHEAP and/or utility-funded weatherization services. Contractor shall not leverage weatherization measures funded under this agreement with other forms of DOE WAP funding.
- B. Leveraging weatherization funds may be used to install priority and/or optional measures in a dwelling in any order practical to the application of weatherization measures. Client files shall be documented accordingly.
- C. Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the DOE WAP program is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall at a minimum make reference to the leveraged activity within the weatherization client file.
- D. CSD ensures that this information will be utilized for the sole purpose of verifying the delivery of services. CSD also reserves the right to use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable standards and practices. Contractor shall ensure that duplicate billings for the same product or service do not occur.

13. RECORD-KEEPING RESPONSIBILITIES

- A. Contractor shall maintain client intake/needs assessment form(s) for Weatherization and appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.

B. Client Files – General Requirements

Contractor shall maintain a separate file for each applicant certified as eligible to receive assistance. Said files shall include at least the following documentation, if applicable:

- 1) For Public Agencies only - Statement of Citizenship, Alienage and Immigration Status for Public Benefits (CSD 600) and supporting documents;

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- 2) Energy Intake Form (CSD 43) or Contractor's equivalent;
- 3) Utility/energy bill(s) for all sources of energy used by qualified households;
- 4) Source documentation supporting eligibility; and
- 5) Client Education Confirmation of Receipt (CSD 321) or Contractor's equivalent.

C. Client Files –Weatherization

Contractor shall maintain the following documents for each applicant receiving weatherization services, if applicable:

- 1) Dwelling Assessment Form (CSD 540) or Contractor's equivalent;
- 2) Combustion Appliance Safety Inspection Form (CASIF) and (CSD 700 or 702);
- 3) Blower Door Data Sheet (CSD 704);
- 4) Duct Test Data Sheet (CSD 706);
- 5) CSD Weatherization Deferral Form (CSD 542) and other source documentation supporting deferrals and appeals
- 6) Notice of Weatherization/Renovation (CSD 320) or Contractor's equivalent;
- 7) Record of Tenant Notification Procedures (CSD 322) or Contractor's equivalent;
- 8) Energy Service Agreement for Rental Units (CSD 515);
- 9) Contractor Post-Weatherization Inspection Report (CSD 611)
- 10) Weatherization Inspection Report (WIR) (CSD 581);
- 11) Multi-Family Dwelling Unit Eligibility Certification (CSD 75P) or Contractor's equivalent;
- 12) Required building permits or building permit applications, or documentation of permit cost, and evidence of final permit inspection;

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- 13) Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;
- 14) Waivers from CSD to exceed maximums costs and quantity limits of weatherization measures and work outside of the scope of CSD weatherization policies and standards;
- 15) Approvals from DOE and CSD to make a fuel change for an installed appliance;
- 16) Source documentation that substantiates all actual labor hours and all costs for labor and materials;
- 17) Source documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;
- 18) Source documentation that substantiates the criteria and basis for replacement of all gas and electric appliances including results of all required diagnostic tests results and the non-feasibility of all mandatory measures not performed or installed;
- 19) Source documentation indicating the manufacturer, manufacture date, make, serial number and model and metering information for all replaced refrigerators pursuant to CSD WIS;
- 20) Source documentation and records substantiating mileage claims by individual weatherized SFD and MUD Unit;
- 21) A copy of the energy audit output report listing the recommended energy conservation measures;
- 22) Source documentation of HERS inspection
- 23) Source documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;
- 24) Source documentation providing evidence of participation in a federal, state, or local government rehabilitation program if being used to qualify ineligible multi-family dwelling units for weatherization services.
- 25) Documentation of notification to the owner-occupant, tenant and/or the owner of a rental unit or owner's agent of significant structural changes to the dwelling due to weatherization services;

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- 26) All HPO review documentation, including the printed Project Description Sheet (PSD) and HPO site e-mails;
- 27) Copy of the report generated from the REM/Design audit software indicating measure that meet the SIR requirement for installation;
- 28) Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed; and
- 29) All other documentation as further defined by CSD.

D. Other Recordkeeping Responsibilities

1) Labor and Materials

- a. Contractor shall maintain source documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization program can be substantiated.
- b. Contractor shall document all costs expended under this Agreement with purchase orders, inventory records, and payroll records identifying the funding source.
- c. Contractor shall maintain source documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD Weatherization Installation Standards and/or state, county, or local regulations.

2) Training Database

Contractors and their subcontractors who perform weatherization and ECIP EHCS services are required to input, update and maintain employee training data in the CSD Training Database. The Training Database is located and maintained on the CSD Provider's website and is a repository for Contractors and their subcontractors to track and monitor their employees completed trainings as they progress through the CSD training curriculum. The Training Database shall also document all training received for each employee, and shall include for each training session/course the source/location, type/content, and completion date. Contractors and Subcontractors shall update Training Database employee information on or before the 1st day of each subsequent month.

3) Equipment

EXHIBIT F
(Standard Agreement)

- a. Contractor and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.
- b. Contractor and subcontractors who perform blower door and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

E. Automation

Contractor shall use ServTraq, EPD or equivalent software database system to support all required data collection and reporting requirements under the administration of this grant.

14. SCHEDULE OF ATTACHMENTS

The following attachment to this exhibit is hereby attached and incorporated by this reference:

ATTACHMENT I DOE WEATHERIZATION PRIORITY PLAN NARRATIVE

ATTACHMENT II TRAINING MATRIX

\\COBRA\Shared\Contracts\Department Of Energy\2014 DOE\Exhibits\Exhibit F Programmatic Provisions.Doc

EXHIBIT F
(Standard Agreement)

ATTACHMENT I

DOE WEATHERIZATION PRIORITY PLAN NARRATIVE

(Please see attached document.)

EXHIBIT F - ATTACHMENT I
2014 DOE WEATHERIZATION PRIORITY PLAN NARRATIVE

Contractor:		Contract Number:	
Prepared By (Print Name/Title):	E-Mail Address:		Telephone Number:
DUNS #	CCR #		

PRIORITY PLAN NARRATIVE INSTRUCTIONS

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

2) Describe in narrative format your selection process to ensure compliance with the DOE Reweathering Policy when providing services to dwellings previously weatherized on or before September 30, 1994.

3) In narrative format, describe how your client education services will be provided to include needs assessments, budget education/counseling, energy conservation and weatherization measures education. Describe how your activities are designed to target households that have not been previously served under a LIHEAP or DOE WAP Weatherization program.

Contractor:	Contract Number:
4) In narrative format, describe how you will provide T&TA to your administrative and program staff.	
5) Describe in narrative format how you will leverage DOE WAP funds with other available program funds and how much leveraging you plan on coordinating.	

EXHIBIT F
(Standard Agreement)

ATTACHMENT II

TRAINING MATRIX

(Please see attached document.)

EXHIBIT F
ATTACHMENT II
Training Requirements Matrix

Training Series	Crew	Assessor	Inspector	Field Supervisor	Delivery
Basic Skills (optional pre-employment assessment tool)	X	X	X	X	On-line
Workplace Safety	X	X	X	X	On-line
Environmental Hazards (Lead-Safe Weatherization, Mold, Asbestos, Regulatory Requirements)	X	X	X	X	On-line
Pre-Weatherization	X	X	X	X	On-line
Basic Weatherization	X	X	X	X	Center
Pre-Duct Sealing/Blower Door Diagnostics	X ²	X	X	X	On-line
Duct Sealing/Blower Door Diagnostics	X ²	X	X	X	Center
Duct Sealing/Blower Door Diagnostics Field Training ¹	X ²	X	X	X	Field
Pre-Combustion Appliance Safety	X ²	X	X	X	On-line
Combustion Appliance Safety	X ²	X	X	X	Center
Combustion Appliance Safety Field Training ¹	X ²	X	X	X	Field
Field Assessment (includes Energy Audit)		X		X	Field
Quality Assurance			X	X	Field
HUD-Approved Lead-Safe Weatherization ³	X	X	X	X	In-house
OSHA 10	X				Qualified Trainer
OSHA 30				X	Qualified Trainer

¹ Additional training to enhance deficient skill and knowledge required if trainee fails to demonstrate appropriate skills and knowledge during a monitored field practice by a CSD inspector and/or CSD training provider.

² Training for Duct Sealing/Blower Door Diagnostics and Combustion Appliance Safety is only required for crew members who are going to perform these diagnostic tests.

³ Only required if performing work on HUD units.

EXHIBIT G
(Standard Agreement)

DEFINITIONS

All terms used in this Agreement shall be those as defined in applicable federal and state law (see 42 U.S.C. § 6861) and regulation (see 45 C.F.R. Part 440), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Agreement: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.

American Indian (also known as Native American): Any individual who is a member or a descendant of a member of a North American tribe, band, or other organized group of native people who are indigenous to the continental United States or who otherwise have a special relationship with the United States through treaty, agreement, or some other form of recognition, residing within the State. This includes any individual who claims to be an Indian and who is regarded as such by the Indian community of which he or she claims to be a part. This definition also includes Indians of Alaska.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Agreement.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24

EXHIBIT G
(Standard Agreement)

Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Certification Date: The date the applicant is deemed eligible and the agency commits to provide services. The certification date should not be before the intake date.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Children: Members of a household who have not attained their nineteenth (19th) birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility. Intake is reimbursable as a program support activity.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs AFTER eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Agreement.

Created On Date: The date the application/record is transferred into CORE. This date is automatically generated by CORE when a record is uploaded.

CSD: The Department of Community Services and Development, State of California.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic

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(Standard Agreement)

tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of two (2) square feet per room of interior surfaces, or twenty (20) square feet of exterior surface, or ten percent (10%) of a small component, e.g., window sill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the di minimis level would be six (6) square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Direct Program Activities: Activities associated with the installation of measures in dwellings to include labor, materials, subcontractors, and lead-safe weatherization materials, and other program costs.

DOE - The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (P.L. 94-385). The federal regulations for this program are in 10 CFR Part 440.

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE and LIHEAP weatherization programs. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

Elderly: An individual 60 years of age or older.

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact fluorescent lamps and fixtures and replacement of older and inefficient refrigerators.

Energy Audit: An energy audit is an analysis tool intended to be used by the weatherization agencies for the purpose of determining a list of cost-effective measures for a specific dwelling. The REM/Design energy audit and TREAT are currently being used for the purposes of this Agreement.

Energy Burden: The expenditures of the household for home energy divided by the income of the household.

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(Standard Agreement)

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Estimated Budget Allocation: The estimated dollar amount of DOE annual funding, based on the Final Allocation from the 2011 DOE WAP Contract, used to facilitate the completion of budgets, fiscal and local planning efforts in the event this Agreement is executed prior to federal authorization of the full annual allocation of DOE funding and funded under Continuing Resolution appropriations.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Family Unit: All persons living together in a dwelling unit.

Final Allocation: The actual amount of funds available to Contractor under this Agreement after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for Federal Fiscal Year 2011, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

Fuel Surcharge: A factor that addresses the increase in current fuel prices.

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. General Heat Waste Measures include: air conditioning/furnace filter replacements, hot water flow restrictors and low-flow showerheads, water heater blankets, and water heater pipe wrap.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include, but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD Inspection Policies and Procedures.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. The measures include CO alarms, heating/cooling and water heater repairs and replacements, lead-safe weatherization and kitchen exhaust repair and replacements. Costs associated with these measures are limited to the allowable maximum amount specified in the DOE Weatherization Budget (Exhibit B, Attachment II) and are excluded from the calculations for the maximum average reimbursement per dwelling.

EXHIBIT G
(Standard Agreement)

Health and Safety Formula: The formula used to calculate the allowable maximum for health and safety measures under the contract:

[Total Allocation - Admin Costs - Admin Equipment (\$5,000 or over) - Training & Technical Assistance - Liability Insurance - Vehicle Insurance - Major Vehicle & Field Equipment (\$5,000 or over)] ÷ 5 =
Health & Safety maximum allowable

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

High Residential Energy User: A low-income household whose residential energy expenditures exceed the median level of residential expenditures for all low-income households in the State.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail older individuals (60+).

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2008 Building Energy Efficiency Standards.

Household with a High Energy Burden: A low-income household whose residential energy burden (residential expenditures divided by the annual income of that household) exceeds the median level of energy burden for all low-income households in the State.

HUD Unit: A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling done to the point of minimum ventilation requirement or it is no longer cost effective to proceed. Infiltration reduction is best accomplished with blower door technology.

Intake Date: The date the agency receives or accepts the application.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended DOE WAP grant funds at the end of a contract term period. The

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interest earned by a Contractor is income generated as a result of depositing federal funds in an interest bearing account.

Liability Insurance: Insurance coverage to protect against claims alleging one's negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

Limited Home Repair: Limited Home Repair (LHR): Those repairs that have a direct association with weatherization measures being installed, and are necessary for the effective performance or preservation of weatherization materials. LHR shall include:

- Kitchen cabinet repairs and retrofits that are associated with the replacement of a range, cook top, or pre-existing microwave oven. No other cabinet repair or retrofit shall be allowed without a program waiver.
- Repairs necessary to restore building integrity, and limited to the following repairs:
 - Floor/platform repair for water heaters;
 - Cover plate replacement;
 - Minor roof repairs and materials;
 - Mobile home skirting repairs to prevent animal infiltration.
 - Limited rehabilitation to replace deteriorated wooden window or door frames, to make possible the proper installation of a replacement door or window.
- Extension of exhaust fan vents to the outdoors (except kitchen exhausts).
- Extension of dryer venting to the outdoors.

Note: Costs to obtain knob-and-tube wiring "Notice of Survey by Electrical Contractor" and installation of simple overcurrent protection (breakers or S-type fuses) shall be billed to "Other Program Costs (Permits)".

LHR shall NOT include:

- Any other measure or associated incidental repair that has a chargeable line item, including Minor Envelope Repair items.
- Repairs to the dwelling that are outside of the program scope, including but not limited to, handicap ramps, major roof repairs, or correction to structural issues that are a mandatory deferral condition.

Major Vehicle and Field Equipment: Includes the purchases of vehicle and field equipment over \$5,000 per unit used for the purpose of delivery of direct services. Pre-approval from DOE and CSD is required. Field equipment means diagnostic equipment and related equipment.

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Materials: Materials are those allowable items that are installed in or on the dwelling to promote energy conservation. All materials shall be in conformance with the CSD Weatherization Installation Standards and CFR Title 10 Part 440 Appendix A – Standards for Weatherization Materials. Materials are budgeted and reported under Direct Program Activities.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement, as amended to reflect the Final Allocation for the term of this Agreement.

Maximum Average Reimbursement: Represents the maximum average per dwelling investment for related weatherization service and program costs. Under this agreement, maximum average reimbursement for weatherized dwellings is \$6,769. The formula for determining the maximum average reimbursement is:

Program Costs – (Health & Safety Measures + Training & Technical Assistance + Liability Insurance + Vehicles & Equipment Purchases Over \$5,000) + Vehicles & Equipment Amortization = Maximum Average Reimbursement

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12-month period within the 24-month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day.

Minor Envelope Repairs: Those repairs that have a direct association with weatherization measures being installed, and are necessary for the: 1) effective performance or preservation of weatherization materials, or 2) to stop infiltration and general heat waste. Minor Envelope Repairs shall be limited to the following:

- Identified infiltration repairs, including the patching of holes in the building envelope (ceiling, floor, or walls) to the exterior that are too big to caulk;
- Sealing of thermal bypasses when no insulation will be installed;
- Replacement of missing attic/crawl space access covers; and
- Fireplace chimney damper repair or installation, or installation of glass fireplace doors when a damper is not feasible.

Minor Envelope Repairs shall NOT include:

- Any other measure or associated incidental repair that has a chargeable line item, including Limited Home Repair (LHR) items.
- Kitchen cabinet repairs and retrofits;

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- Repairs to the dwelling that are outside of the program scope, including but not limited to, handicap ramps, major roof repairs, or correction to structural issues that are a mandatory deferral condition.

Minor Vehicle and Field Equipment: Includes vehicle and field equipment less than \$5,000 per unit used for the purpose of delivery of direct services. Field equipment means diagnostic equipment and related equipment.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double-, or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling with a floor area of at least 330 square feet.

Modification: An immaterial change to this Agreement that does not require an Amendment.

Multi-Unit Dwellings (MUDs) or Multi-Family Buildings (MFBs): Defined as residential dwelling structures containing multiple residential units within a single building or complex, including: duplexes, triplexes, fourplexes, and multi-unit apartments.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the DOE WAP Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Nonprofit charitable organization: is defined by the U.S. Tax Code as a 501(c)3. Section 501(c)(3) is a tax law provisions granting exemption from the federal income tax to non-profit organizations. 501(c)(3) exemptions apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

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Parties: CSD on behalf of the State of California and the Contractor.

Primary Heating and Cooling Source: When a home has more than one heating and/or cooling source, one of the following shall be considered the primary unit:

- a. The appliance that provides conditioned air for the dwelling's primary common living area (i.e., occupied during waking hours), or
- b. The unit providing conditioned air to the largest volume of living space, or
- c. The unit with the largest heating/cooling capacity/output (Btuh or tons).
In a two-story home that has a separate heating and/or cooling source on each floor, the unit on the ground floor is considered the primary heating and/or cooling source, with the following exception:
- d. If the larger capacity/output unit is upstairs, it may be considered the primary unit.

Only the primary heating and/or cooling source (one unit per dwelling) shall be repaired or replaced. It may be one that provides:

- a. Heating only, or
- b. Cooling only, or
- c. Heating and cooling.

Priority List - The list of energy conservation measures determined to be cost effective by a measure evaluation process. These measures may be installed in the specified type of dwelling in the specified climate zone without performing an energy audit. Allowable measures are contained in CSD's DOE-approved Priority List Policy.

Program: Weatherization services provided under 42 USC 6861, et seq., as amended.

Program Income: Any funds earned by grantees and/or sub grantees from non-Federal sources during the course of performing DOE Weatherization work. The income generated must be used to complete additional dwelling units in accordance with DOE rules.

Recreation Vehicle: A recreational vehicle is defined as a travel trailer, motor home, bus, truck camper or camping trailer that was originally designed as a temporary living quarters and could be self propelled or mounted on or drawn by another vehicle and does not fit the definition of a "Mobile or Manufactured Home". This type of unit is excluded from weatherization services.

REM/Design Energy Audit: An advanced computer audit software product approved by DOE for estimating the energy savings in single-family dwellings, mobile homes, manufactured homes, and low-rise multi-family buildings with the following characteristics:

EXHIBIT G
(Standard Agreement)

- a. No more than 25 dwelling units;
- b. no more than three (3) stories;
- c. each unit is individually metered;
- d. each unit is heated and cooled independently; and
- e. each unit has its own hot water heater.

Re-weatherization: To provide previously unapplied weatherization measures to a dwelling that was weatherized under a federal program from September 30, 1994 and earlier and needs further weatherization assistance; or a dwelling unit weatherized using DOE WAP or other Federal program funds after September 30, 1994 that did not receive a full complement of services and previously unapplied allowable measures are to be installed. This activity is to be reported as a re-weatherized unit and is not to be included as a completed unit and in client demographics.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD Inspection Policies and Procedures.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12-month period within the 24-month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least \$400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary.

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Shelter: A dwelling unit or units whose principal purpose is to house for 90 days or less on a temporary basis individuals who may or may not be related to one another and who are not living in nursing homes, prisons, or similar institutional care facilities.

Single-Family Dwelling: A dwelling structure containing one dwelling unit.

Site-built Dwelling: A conventional dwelling unit built on location, differentiated from manufactured (mobile) homes. Also known as stick-built.

State: The State of California, Department of Community Services and Development.

EXHIBIT G
(Standard Agreement)

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.

Targeted Retrofit Energy Analysis Tool (TREAT): An advanced computer audit software product approved by DOE for all multi-family buildings, including low-rise and high-rise multi-family buildings with master-metered utilities and/or shared (common) heating and cooling systems. This software is designed to address the specific needs and building configurations of multi-family buildings through “whole building” approach in which every unit and common space in a qualifying complex will be retrofitted.

Training and Technical Assistance: Training and Technical Assistance activities are activities designed to aid in the development and skill of weatherization crewmembers and program staff in supporting the DOE program.

Vehicle Insurance: Insurance purchased for cars, trucks, and other vehicles related for the delivery of direct programs services.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 19 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Exhibit F of this Agreement. Training may also include internal contractor training, safety training, and attendance at weatherization-related training to include EPD system training or other forms of weatherization training sponsored by DOE, CSD and/or other organizations. Related costs may include salary/wages, materials, fees, and travel. Excludes incurred costs associated with participating and attendance at policy advisory committee meetings and workgroups.

Workers' Compensation – Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers Compensation shall mean those actual costs associated with workers compensation coverage for program staff whose salaries and wages are chargeable under program costs.



(2014 DOE WAP)

EXHIBIT H
(Standard Agreement)

CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES

FAMILY SUPPORT ADMINISTRATION

PROGRAM: **2014 Department of Energy Weatherization**
Assistance Program (DOE WAP)

PERIOD: **August 1, 2014 through June 30, 2015**

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature

Title

Agency / Organization

Date

EXHIBIT H
(Standard Agreement)

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

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

EXHIBIT H
(Standard Agreement)

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: Page _____ of

EXHIBIT H (Standard Agreement)

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Included all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

EXHIBIT B - ATTACHMENT I
2014 DOE WEATHERIZATION BUDGET

Contractor Name: Community Action Partnership of Riverside County		Contract Number: 14C- 1826	Telephone Number: 951-955-3214
Class "B" Contractor's License No.: 1)607743; 2)704414; 3)885220; 4)221517; 5)835016; 6)864393	Name on License: 1)Ace&Sons;2)Reliable Energy; 3)David Starett; 4) MASCO Contr.Serv; 5)Synergy Companies; 6)HawaiiBlue		License Expiration Date: 1)12/14; 2)3/15; 3)10/14; 4)9/15; 5)3/16; 6)5/15
Prepared By (Print Name/Title): Claudia Stocker, Supervising Accountant	E-mail Address: cstocker@capriverside.org		Fax Number: 951-955-6494
TOTAL CONTRACT AMOUNT			\$ 310,806
10. ADMINISTRATIVE COSTS			
1	Administrative Costs		18,383
2	Administrative Equipment (\$5,000 or more)		
3	TOTAL ADMINISTRATIVE COSTS (Total of Lines 1 and 2 - Not to exceed allocated amount)		\$ 18,383
20. PROGRAM COSTS			
1	Training and Technical Assistance (Not to exceed allocated amount)		22,814
2	Liability Insurance		
3	Major Vehicle and Field Equipment (\$5,000 or more)		
4	Subtotal of Lines 1-4		\$ 22,814
PROGRAM OPERATIONS (Separated to assist with calculating allowable Health & Safety)			
5	Intake		5,000
6	Outreach		5,000
7	Client Education		5,000
8	Workers' Compensation		700
9	Minor Vehicle and Field Equipment (Less than \$5,000)		
10	General/Operating Expenses		10,000
11	Direct Program Activities		189,987
12	Subtotal of Lines 6-12		\$ 215,687
HEALTH & SAFETY (Separated to assist with calculating allowable Health & Safety)			
13	Health & Safety (Not to exceed allowable amount per formula)	or 53,922	\$ 53,922
14	TOTAL PROGRAM COSTS (Total of Lines 4, 12 and 13)		\$ 292,423
30. TOTAL COSTS (Total of Sections 10 and 20)			\$ 310,806

ATTACHMENT II EXPENDITURE AND PRODUCTION GOALS

2014 DOE WAP Expenditure and Production Goals

Agency: CAP Riverside

Exhibit D - Attachment II

By: Godwin Aimua, Energy Manager

Phone #: 951-955-4900

Email: Gaimua@capriverside.org

		2014		2015	
		2014		2015	
Expenditures by County	Total	8/1 - 9/30	10/1 - 12/31	1/1 - 3/31	4/1 - 6/30
CAP Riverside	100%	0%	27%	43%	30%
	0%				
	0%				
	0%				
	0%				
	0%				
	0%				
Unit Total	100%	0%	27%	43%	30%
YTD Unit Total		0%	27%	70%	100%
Unit Production by County	Total	8/1 - 9/30	10/1 - 12/31	1/1 - 3/31	4/1 - 6/30
CAP Riverside	100	0	27	43	30
0	0				
0	0				
0	0				
0	0				
0	0				
0	0				
Unit Total	100	0	27	43	30
YTD Unit Total		0	27	70	100

INSTRUCTIONS

Expenditures by County

- Enter the name of each county in your service territory on separate lines.
- For each county, enter the percentage of funds you plan to expend by the end of each Month.

Unit Production By County

- The name of each county will auto-populate to correspond with the county name listed in the Expenditure
- For each county, enter the number of units you plan to complete by the end of each month.

Note: Although this sheet is protected, there is no password. To remove the protection, go to **Review** tab under

* Contractor shall provide a narrative explanation if at least 60% of the allocation is not expended by March 3, 2015

EXHIBIT F - ATTACHMENT I
2014 DOE WEATHERIZATION PRIORITY PLAN NARRATIVE

Contractor: Community Action Partnership of Riverside County		Contract Number: 14C-1826	
Prepared By (Print Name/Title): Godwin Aimua, Energy Manager	E-Mail Address: Gaimua@capriverside.org		Telephone Number: 951-955-6404
DUNS #105920057	CCR # 3TDL9		

PRIORITY PLAN NARRATIVE INSTRUCTIONS

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

SEE ATTACHED

2) Describe in narrative format your selection process to ensure compliance with the DOE Reweatherization Policy when providing services to dwellings previously weatherized on or before September 30, 1994.

SEE ATTACHED

3) In narrative format, describe how your client education services will be provided to include needs assessments, budget education/counseling, energy conservation and weatherization measures education. Describe how your activities are designed to target households that have not been previously served under a LIHEAP or DOE WAP Weatherization program.

SEE ATTACHED

EXHIBIT F - ATTACHMENT I
2014 DOE WEATHERIZATION PRIORITY PLAN NARRATIVE

Contractor:	Contract Number:
Community Action Partnership of Riverside County	14C-1826

4) In narrative format, describe how you will provide T&TA to your administrative and program staff.

SEE ATTACHED

5) Describe in narrative format how you will leverage DOE WAP funds with other available program funds and how much leveraging you plan on coordinating.

SEE ATTACHED

EXHIBIT F – ATTACHMENT 1

2014 DOE WEATHERIZATION PRIORITY PLAN NARRATIVE

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

- CAP will weatherize homes consistent with the priority criteria established by the DOE.
- CAP will give first priority for weatherization services to those households that have the highest energy burden and high residential energy users.
- CAP will also factor into its priority those vulnerable populations identified by DOE – eligible households with elderly persons (ages 60 or older), persons with disabilities, American Indians, migrant and seasonal farm workers and families with children under the age of 19.
- Individuals receiving utility assistance will be referred for weatherization and given priority.
- Health and Safety issues requiring immediate attention for the safety of the household will also receive special consideration.
- CAP will schedule households in close proximity to one another, to maximize productivity in a particular area, given the size of Riverside County. This will help to weatherize more homes to meeting our production and expenditure goal.
- Cap's outreach efforts and on-going coordination with existing community-based organizations, city and county departments and utility providers, will insure maximum efficient utilization of all energy resources to reach out customers.
- CAP Riverside utilizes a pictorial poster board to help explain weatherization and the various measures and their benefits.
- Workshops are conducted county wide where these benefits are presented in detail via a video presentation, along with information on money management, budgeting, how to read your utility bill, benefits of weatherization, how to conserve energy, Lead, etc. Education on measures is also presented at the time the initial assessment is conducted.
- The assessor completes a walk-through of the home with the customer and explains the assessment process and the results once the assessment is completed. The customer is provided with a list of measures to be installed and information on what the benefits will be of installation.
- CAP Mobile Unit outreach will be used to target rural areas within the county of Riverside.
- Bilingual staff hired to assist those with limited – English speaking customers.

- 2) Describe in narrative format your selection process to ensure compliance with the DOE Re-weatherization Policy when providing services to dwellings previously weatherized on or before September 30, 1994.**

- CAP Riverside will insure compliance with the DOE Re-weatherization Policy by insuring that homes which received weatherization services from 9/30/1994 and earlier are certified eligible to receive additional services.
- CAP Riverside will through the intake process make every effort to determine which customer had previously received weatherization measures in their home.
- During the assessment phase, measures will be identified which were previously installed an unapplied measures will be identified for installation.
- CAP Riverside utilizes a first-in-first-out process of selection for weatherization including reweatherization, taking into consideration, urgency, priority group and geographical location.

3) In narrative format, describe how your client education services will be provided to include needs assessments, budget education/counseling, and energy conservation and weatherization measures education. Describe how your activities are designed to target households that have not been previously serviced under a LIHEAP or DOE Weatherization program.

- Workshops to attract customers that have not been previously serviced under LIHEAP or DOE weatherization program, are conducted county wide where these benefits are presented in detail via a video presentation, along with information on money management, budgeting, how to read your utility bill, benefits of weatherization, how to conserve energy, Lead safe, etc.
- CAP Riverside utilizes a pictorial poster board to help explain weatherization and the various measures and their benefits.
- Education on measures is also presented at the time the initial assessment is conducted. The assessor completes a walk-through of the home with the customer and explains the assessment process and the results once the assessment is completed.
- The customer is provided with a list of measures to be installed and information on what the benefits will be of installation.
- Upon completion of the work, the subcontractor reviews the work performed benefits, and describes how to properly utilize and care for the measures installed. Inspectors also review the measures/benefits with the customer at the time of the final inspection.
- Customers are provided with written energy conservation information with helpful tips to conserve, Lead safe, description of benefits of weatherizing measures installed, description of what each measure does to conserve and proper use of the measure.
- Increase promotion of program via CAP Riverside website (program information and to download applications).
- Increase outreach clinics/workshops per calendar year to more remote parts of the county.

4) In narrative format, describe of how you will provide T&TA to your administrative and program staff.

- All new weatherization inspectors/subcontractors complete the required training as specified in the DOE contract.
- Subcontractors receive hands on training and technical assistance from inspectors throughout the year. Inspectors schedule full day/week "ride along" with subcontractors

and provide field training on conducting proper assessments and proper installation of measures.

- Inspectors and subcontractors receive hands on training and technical assistance during monitoring phases of the contract by the state Inspectors.
- Periodic trainings are scheduled and held, class room style, to address specific areas - outreach, assessment, blower door training, etc.
- Administrative support staff participates in various parts of the training provided to subcontractors and inspectors.
- Administrative staff also attends various meetings with the state and utility companies which focus on training/technical assistance as it pertains to weatherization measures/standards and contracts.
- Subcontractor employee and In-house Assessors/Inspectors complete CSD required on line-training.
- Weatherization staff participates in state sponsored webinars.
- In-house staff and the assessors/inspectors participate in weekly training meetings to address issues.
- Program staff also participates in orientation/training each year when the new contract is executed to review changes to the program, etc.
- Provided customer service training for subcontractors to reduce stress and to maximize professionalism with increased workload.
- Increased training for in-house staff to reduce stress and maximize professionalism with increased workload.
- In-house staff being trained specifically to increase tenants and landlords' knowledge of weatherization benefits.

5) Describe in a narrative format how you will leverage DOE WAP funds with other available program funds and how much leveraging you plan on coordinating.

- CAP Riverside may perform services and install energy conservation measures as per Agreement and in accordance with requirements of another CSD and non-CSD funding source concurrently in the same dwelling as feasible and in the best interest of the client.
- Measures will be billed and tracked separately.
- CAP Riverside will not claim duplicate reimbursement for the same costs charged to a CSD program with any other public or privately funded program.

Executive Director and Board Roster- CSBG

Agency Name: Community Action Partnership of Riverside County

Effective Date: 08/27/14

Agency Address: 2038 Iowa Ave Suite B#102, Riverside, CA 92507

Total Number of board seats: 31

Submitted By: Tamara L. Martin, Executive Assistant

As per Exhibit D. Please also list any vacancies within the board itself, so that the required amount of board members is equal to the board by-laws.

Sector: Please indicate P=Public, PR= Private, L= Low Income

**Please indicate vacancy title, and date of vacancy in the "Name" field.

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:
Maria Y. Juarez, CCAP	Executive Director	2038 Iowa Ave Suite B#102, Riverside, CA 92507		951.955.4900	MJuarez@captiverside.org
Susan McKee	Board Chair	University of California, Riverside Governmental & Community Relations	PR	909.374.6574	susan.mckee@ucr.edu
As a Public Agency, the Riverside County, Board of Supervisors and the County	Additional Authorized signer of the Contract				
Dale Cook	Vice Chair City of Palm Springs	City of Palm Springs P.O. Box 2743	P	760.323.8198	Dale.Cook@palmsprings-ca.gov
Marvin Powell, Jr.	Secretary/Primary District 2	3570 Second Street Riverside, CA 92501	L	951.237.0129	marvinjr@gmail.com
Art Garcia	Commissioner/Alternate District 1	14190 Moonridge Drive Riverside, CA 92503	L	951.707.8746	ib1mrg41@gmail.com
J. Gene Walker	Commissioner/Primary District 4	P.O. Box 5313., Palm Springs, CA 92263	L	760.778.1301	jwalker15@dc.rr.com
Penelope Engard	Commissioner/Primary District 3	575 S Lyon Ave. Sp 123 Hemet, CA 92543	L	951.846.9123	tjtracker1743@gmail.com

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

Executive Director and Board Roster

Exhibit D, Attachment II

CSD 188 New

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:
Ernie Saldana	Commissioner/ Primary District 5	P O Box 1037 Cabazon, CA 92230	L	951.492.5250	abear.12@hotmail.com
Randy Triplett	Commissioner/Alternate District 5	PO Box 8566 Moreno Valley, CA 92552	L	951.992.8119	bishoptriplett@gmail.com
Vacant	Commissioner/ Alternate-at-Large		L		
Art Welch	Commissioner/Primary City of Banning	City of Banning 99 E. Ramsey	P	951.237.2525	awelch5@verizon.net
Ana Sandoval	Commissioner/Alternate City of Banning	City of Banning P.O. Box 998	P	951.966.5390	asandoval@ci.banning.ca.us
Steven Hernandez	Commissioner/Primary	City of Coachella 1515 6th St.	P	951.591.1766	s.hernandez@coachella.org
Jacob Alvarez - PENDING - To Be Seated at 9/20/14	Commissioner/Alternate	City of Coachella Assistant to the City Manager	P	760.398.3302 ext 129	Jalvarez@coachella.org
Ginny Foat	Commissioner/Primary City of Palm Springs	City of Palm Spring Councilmember Ginny Foat	P	760.778.7832	Ginny.Foat@palmsprings-ca.gov
Rita Rogers PENDING - To Be Seated at 9/20/14	Commissioner/Primary City of Perris	City of Perris Mayor Pro Tem	P	951.943.6100	@cityofperris.org
Mike Soubirous	Commissioner/Primary City of Riverside	City of Riverside Riverside City Hall	P	951.826.5991	msoubirous@riversideca.gov
VACANT	Commissioner/Alternate City of Riverside		P		

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 Exhibit D, Attachment II
 CSD 188 New

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:
Helen Barnes	Commissioner/Primary Labor/Employment	2102 West Lincoln Banning, CA 92220	PR	951.675.4326	animalshelter@hotmail.com
Bill Perez	Commissioner/Alternate Labor/Employment	Riverside/San Bernardino B.C.T.C. 1074 E. La Cadena Drive Suite 15	PR	951.684.1040	btcbill@sbcglobal.net
Gail Ousley	Commissioner/Primary Social Services	United Way of the Inland Valleys 6215 Rivers Crest Dr. Suite B	PR	951.697.4711	gousley@uwiv.org
Vacant	Commissioner/Alternate Housing		PR		
Teresa Hunter	Commissioner/Primary District 1	2361 Prospect Avenue Riverside, CA 92507	L	951.313.4348	sohappy831@yahoo.com
Terri Vise	Commissioner/Primary Health Care	Neighborhood Healthcare Temecula 41840 Enterprise Circle North	PR	951.316.7293	terri.vise@nhcare.org
Pending Appointment by RCC President	Commissioner/Primary Education	Riverside Community College District 4800 Magnolia Avenue	PR		@rcc.edu
Bruce Kulpa	Commissioner/Primary Housing	Riverside Housing Development Corporation 3985 University Avenue	PR	951.341.0170	kulpabruce@aol.com
All Landers PENDING- To be Seated @ 9/20/14 Meeting	Commissioner/Alternate City of Perris	City of Perris Councilmember	P	951.943-6100	@cityofperris.org
Irene Morales PENDING- To be Seated @ 9/20/14 Meeting	Commissioner/Alternate Private Sector	Inland Counties Legal Services 1040 Iowa Ave. Suite 101	PR	951.368.2540	lmorales@icls.org
Vacant	Commissioner/Alternate District 2		L		


DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

Executive Director and Board Roster

Exhibit D, Attachment II

CSD 188 New

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:
Mary Morse	Commissioner/Alternate District 3	PO Box 2453 Idyllwild, CA 92549	L	951.634.4048	marymorse@humanrelationscouncil.com
Tiffany Baker	Commissioner/Alternate Private Sector	27262 Via Industria Temecula, CA 92590	PR	951.514.2939	tbaker@thempowermentcenterin.com
Carole Schaudt	Commissioner/Alternate District 4	74-007 Oak Springs Drive Palm Desert, CA 92260	L	760.674.9780	carole@carole-schaudt.info

GL2-650	AI	CERTIFICATE OF COVERAGE	09/04/2014		
CSAC Excess Insurance Authority C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.			
		IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
		COVERAGE AFFORDED BY: A - CSAC Excess Insurance Authority			
		COVERAGE AFFORDED BY: B			
Member: RIVERSIDE COUNTY ATTN: JIM SESSIONS P.O. BOX 1210 RIVERSIDE, CA 92502-1210		COVERAGE AFFORDED BY: C			
		COVERAGE AFFORDED BY: D			
		COVERAGE AFFORDED BY: D			
Coverages THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> Excess Auto Liability <input checked="" type="checkbox"/> Excess Errors & Omissions	EIA 14 GL2-06	07/01/2014	07/01/2015	Difference between \$2,000,000 and Member's Self-Insured Retention of \$2,000,000 Completed Operations Aggregate Applies
Description of Operations/Locations/Vehicles/Special AS RESPECTS AGREEMENT 11C-1827 BETWEEN RIVERSIDE COUNTY AND STATE OF CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT FOR FUNDING OF THE COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY. STATE OF CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT IS INCLUDED AS AN ADDITIONAL COVERED PARTY BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.					
Certificate Holder STATE OF CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT 2389 GATEWAY OAKS DR., STE 100 SACRAMENTO, CA 95833			Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.		
			AUTHORIZED REPRESENTATIVE  CSAC EXCESS INSURANCE AUTHORITY		

ENDORSEMENT NO. U-1

**CSAC EXCESS INSURANCE AUTHORITY
GENERAL LIABILITY II**

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

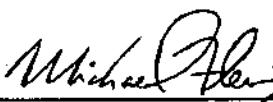
It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____

Memorandum No.: **PER ATTACHED CERTIFICATE OF COVERAGE**

Issue Date: **June 27, 2014**



Authorized Representative
CSAC Excess Insurance Authority

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

MMI-103

CERTIFICATE OF COVERAGE

09/04/2014

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
P.O. BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE NO: 0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY **A CSAC Excess Insurance Authority**

MEMBER
RIVERSIDE COUNTY
ATTN: JIM SESSIONS
P.O. BOX 1210
RIVERSIDE, CA 92502-1210

COVERAGE AFFORDED BY **B**

COVERAGE AFFORDED BY **C**

COVERAGE AFFORDED BY **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUM OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	Medical Professional Services Limited General Liability	EIA 13 M1 CM 06	10/01/2013	10/01/2014	POOL LAYER - CLAIMS MADE \$ 1,500,000 PER MEDICAL EVENT, EVENT OR OFFENSE EXCESS OF MEMBER'S SELF-INSURED RETENTION; NO AGGREGATE
		EIA 13 M1 OCC 06	10/01/2013	10/01/2014	REINSURANCE LAYER - OCCURRENCE \$10,000,000 MEDICAL PROFESSIONAL SERVICES PER MEDICAL EVENT PER MEMBER AND ANNUAL AGGREGATE PER MEMBER EXCESS OF POOL LAYER AND MEMBER'S SELF-INSURED RETENTION \$10,000,000 LIMITED GENERAL LIABILITY PER EVENT, OFFENSE OR ANY COMBINATION THEREOF PER MEMBER AND ANNUAL AGGREGATE PER MEMBER EXCESS OF POOL LAYER AND MEMBER'S SELF-INSURED RETENTION \$25,000,000 ANNUAL PROGRAM AGGREGATE LIMIT FOR ALL MEMBERS AND COVERAGES COMBINED SUBJECT TO A \$1,100,000 SELF-INSURED RETENTION PER MEDICAL EVENT, EVENT OR OFFENSE

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT 11C-1827 BETWEEN RIVERSIDE COUNTY AND STATE OF CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT FOR FUNDING OF THE COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY.

Certificate Holder

STATE OF CALIFORNIA
DEPARTMENT OF COMMUNITY SERVICES AND
DEVELOPMENT
2389 GATEWAY OAKS DR., STE 100
SACRAMENTO, CA 95833

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE


CSAC EXCESS INSURANCE AUTHORITY

CERTIFICATE NUMBER
CRIME-144

EVIDENCE OF INSURANCE

ISSUE DATE (MM/DD/YY)
06/27/14

PRODUCER

C/O ALLIANT INSURANCE SERVICES, INC.
P.O. BOX 6450
NEWPORT BEACH, CA 92658-6450
LICENSE #0C36861
P (949) 756-0271 / F (619) 699-0901

THIS EVIDENCE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST. THIS EVIDENCE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

COMPANY AFFORDING COVERAGE

INSURED

CSAC EXCESS INSURANCE AUTHORITY MEMBER

RIVERSIDE COUNTY
ATTN: JIM SESSIONS
P.O. BOX 1210
RIVERSIDE, CA 92502-1210

NATIONAL UNION FIRE INSURANCE COMPANY OF
PITTSBURGH, PA (AIG)

COVERAGE INFORMATION

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GOVERNMENT CRIME POLICY INCLUDING: FAITHFUL PERFORMANCE EMPLOYEE DISHONESTY MONEY & SECURITIES FORGERY OR ALTERATION COMPUTER FRAUD ROBBERY & SAFE BURGLARY MONEY ORDER AND COUNTERFEIT PAPER CURRENCY	01-309-61-64	06/30/14	06/30/15	\$10,000,000 PER OCCURRENCE LIMIT SUBJECT TO \$25,000/\$50,000 DEDUCTIBLE \$25,000 DEDUCTIBLE APPLIES TO ALL COVERAGES EXCEPT, PUBLIC EMPLOYEE THEFT/FAITHFUL PERFORMANCE AND \$50,000 DEDUCTIBLE APPLIES ONLY TO PUBLIC EMPLOYEE THEFT/FAITHFUL PERFORMANCE
FOLLOW FORM EXCESS GOVERNMENTAL CRIME POLICY	01-309-61-65	06/30/14	06/30/15	\$5,000,000 PER OCCURRENCE LIMIT EXCESS OF \$10,000,000 UNDERLYING LIMIT

REMARKS (INCLUDING SPECIAL CONDITIONS)

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT 11C-1827 BETWEEN RIVERSIDE COUNTY AND STATE OF CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT FOR FUNDING OF THE COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY.

THIS EVIDENCE OF INSURANCE REPRESENTS SOLELY A CURRENT STATEMENT THAT A BOND OR POLICY IS IN EFFECT FOR THE NAMED INSURED ONLY, THAT SUCH BOND OR POLICY CONVEYS NO PROTECTION OR RIGHTS TO ANYONE OTHER THAN THE NAMED INSURED, AND THAT REFERENCE TO THE BOND OR POLICY MUST BE MADE FOR THE TERMS AND CONDITIONS OF THE COVERAGE THEREUNDER. THIS EVIDENCE OF INSURANCE IS BEING ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT PROVIDE ANY BENEFIT TO THE ADDITIONAL INTEREST. THIS EVIDENCE OF INSURANCE IN NO WAY AMENDS, EXTENDS OR ALTERS THE POLICY TERMS AND CONDITIONS.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
ATTN: SUELENE CHOY
2389 GATEWAY OAKS DRIVE, SUITE 100
SACRAMENTO, CA 95833

NATURE OF INTEREST

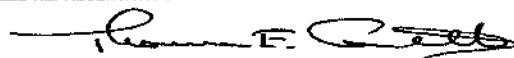


EVIDENCE ONLY




JOINT LOSS PAYABLE

AUTHORIZED REPRESENTATIVE



**CSAC EXCESS INSURANCE AUTHORITY
EXCESS WORKERS' COMPENSATION PROGRAM
2014/2015 SCHEDULE OF INSURERS
Riverside County**

PROVIDER	MEMORANDUM/POLICY NUMBER	LIMIT
CSAC Excess Insurance Authority	EIA 14 EWC-37	<p>Workers' Compensation: \$50,000,000 each accident/each employee for disease \$50,000,000 each accident/each employee for communicable disease</p> <p>(Difference between \$50,000,000 and the individual member's retention)</p> <p>Employers' Liability: \$5,000,000 each Accident \$5,000,000 each Employee for Disease</p> <p>(Difference between \$5,000,000 and the individual member's retention)</p>
National Union Fire Insurance Co. of Pittsburgh, PA (AIG) excess insurance policy	91-0613	<p>Statutory each accident/ each employee for disease excess of \$50,000,000</p>

WC-1690	CERTIFICATE OF COVERAGE				06/24/2014
CSAC Excess Insurance Authority C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER		
			IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
			COVERAGE AFFORDED BY: A - See attached schedule of insurers		
			COVERAGE AFFORDED BY: B		
Member: RIVERSIDE COUNTY ATTN: JIM SESSIONS P.O. BOX 1210 RIVERSIDE, CA 92502-1210			COVERAGE AFFORDED BY: C		
			COVERAGE AFFORDED BY: D		
			COVERAGE AFFORDED BY: D		
Coverages THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2014	07/01/2015	WORKERS' COMPENSATION: Difference between Statutory and Member's \$2,000,000 Retention EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention
LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.					
Description of Operations/Locations/Vehicles/Special Items: AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT NUMBER 11C-1827 BETWEEN RIVERSIDE COUNTY AND CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT FOR FUNDING OF THE COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY.					
Certificate Holder CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT 2389 GATEWAY OAKS DRIVE, SUITE 100 SACRAMENTO, CA 95833			Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.		
			AUTHORIZED REPRESENTATIVE  CSAC EXCESS INSURANCE AUTHORITY		

**CSAC EXCESS INSURANCE AUTHORITY
EXCESS WORKERS' COMPENSATION PROGRAM
2014/2015 SCHEDULE OF INSURERS**

Riverside County

PROVIDER	MEMORANDUM/POLICY NUMBER	LIMIT
CSAC Excess Insurance Authority	EIA 14 EWC-37	<p>Workers' Compensation: \$50,000,000 each accident/each employee for disease \$50,000,000 each accident/each employee for communicable disease</p> <p>(Difference between \$50,000,000 and the individual member's retention)</p> <p>Employers' Liability: \$5,000,000 each Accident \$5,000,000 each Employee for Disease</p> <p>(Difference between \$5,000,000 and the individual member's retention)</p>
National Union Fire Insurance Co. of Pittsburgh, PA (AIG) excess insurance policy	91-0613	<p>Statutory each accident/ each employee for disease excess of \$50,000,000</p>



COMMUNITY ACTION COMMISSION OF RIVERSIDE COUNTY

BY-LAWS

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

TELEPHONE: (951) 955-4900

WEBSITE: www.capriverside.org

Amended February 16, 2012

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**COMMUNITY ACTION COMMISSION
TO THE
COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY**

BY-LAWS

ARTICLE I

NAME AND PURPOSE

- Section 1. Name:
The name of the organization is the Community Action Commission (CAC). The Community Action Commission is located in the City of Riverside, Riverside County, California.
- Section 2. Purpose:
The County of Riverside as a political subdivision of the State of California designated itself as a Community Action Agency on July 1, 1979. The Community Action Partnership of Riverside County (CAP Riverside) has been designated as the Community Action Agency for Riverside County to serve as the County's anti-poverty agency. CAP Riverside is a public agency which is responsible for planning, developing and executing the community action program in the County of Riverside in order to alleviate poverty and promote self-sufficiency. The purpose of the CAC is to advise the Board of Supervisors of Riverside County on the administration of community action programs.

ARTICLE II

ORGANIZATION

CAP Riverside is comprised of the Board of Supervisors serving as the governing board, the CAC serving as the tripartite administering board and the paid staff of employees.

- Section 1. Governing Board:
The designating officials for the local political subdivision are the Board of Supervisors of the County of Riverside in accordance with the provisions of Title 22 of California Administrative Code Division 11, Section 100610.
- Section 2. Administering Board:
The CAC is an administering body established to satisfy the tripartite composition requirement pursuant to the California Government Code (CGC), Chapter 9, Article 6, Section 12752.1.

ARTICLE III

COMMISSION COMPOSITION

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

- Section 1. One third (1/3) of all seats shall be allotted to officials representing the public sector.
- Section 2. One third (1/3) of all seats shall be allotted to representatives of the low-income sector, with a restriction of one representation for each supervisorial district.
- Section 3. One third (1/3) of all seats shall be allotted to representatives of the private sector.
- Section 4. Each sector shall provide for alternative representation.

ARTICLE IV

COMMISSION SELECTION PROCEDURES

Section 1. Public Sector:

The representatives of the public sector (5 members) shall be appointed by the League of California Cities, Riverside Division. They shall be elected officials of five cooperating cities, two (2) from the eastern and two (2) from the western portion(s) of the County of Riverside; the City of Riverside will hold one (1) permanent seat because of the concentration of population. Public members shall serve at the pleasure of the League.

Section 2. Low-Income Sector:

The representatives of the low-income sector shall be persons chosen in accordance with democratic selection procedures outlined in regulations promulgated by the department to assure that the members represent the low-income and reside in the area served. Although representatives need not themselves be low-income, preference in selection shall be given to identified low-income candidates pursuant to CGC Section 12751(b).

a. Candidate requirements:

- (1) Be at least 18 years of age.
- (2) Reside in the supervisorial district where the vacancy exists.
- (3) Submit an application to the CAC.
- (4) May not be a CAP Riverside staff person or relative of staff, CAC member or member of the Board of Supervisors.

Section 3. Private Sector:

In conjunction with the biennial Comprehensive Needs Assessment, the CAC shall determine the type of private sector representation from among law, labor, education, business, industry, health, social service and service organizations in accordance with CGC Section 12736(e) (3) and Title 22 of California Administrative Code, Division 11, Section 100605.

The representatives of the private sector shall be selected to ensure the CAC will have broad community involvement. The organizations selected shall correspond with the priority areas of the Comprehensive Needs Assessment.

Private sector organizations must be able to meet at least three of the following criteria:

- a. Provide special technical expertise useful to the CAP in addressing poverty-related problems in the County.
- b. Be broadly representative of groups or geographical areas in the County particularly affected by poverty-related problems.
- c. Have the ability to mobilize resources from the private sector in an effort to overcome poverty-related problems in the County.
- d. Provide linkages with other significant private sector programs addressing poverty-related problems within the County.
- e. Have the ability to effectively advocate on behalf of the CAP.

In addition to the criteria listed above, the representative shall be designated by letter from the organization selected by the CAC. Under no circumstances may a private sector representative be a sub-contractor with CAP Riverside.

Section 4. Alternates:

Alternates may serve as officers of the CAC. Alternates shall function in all capacities except voting (See Section 4.e.).

- a. Public Sector:
The alternate representative for the public sector shall represent the same city as the primary representative and must be able to speak and act on the officials behalf. The alternate may be another elected official or an administrative official of that city.
- b. Low-Income Sector:
The alternate representative for the low-income sector shall meet all the requirements as the primary.

- c. Private Sector:
Alternate representatives for the private sector may be recruited from different organizations than the primary representative, in order to achieve maximum feasible participation. The procedure provided in Article IV, Section 2 should be followed when selecting an alternate. The alternate representative for the primary private sector representative shall be designated by letter from the organization selected by the CAC.
- d. Alternate-At-Large:
The alternate-at-large representative of the low-income sector shall be a member of the Head Start Policy Council. This representative may vote in the absence of both the primary and alternate from any supervisorial district. This measure is a safeguard against an inadequate quorum of low-income representatives.
- e. Voting:
The alternate representative may not vote when the primary representative is present.

Section 5. Terms of Office For Each Sector:

Terms of office shall be two six year terms (twelve years total) for all the sectors of the tripartite CAC.

- a. Public Sector Representatives:
Public sector representatives and their alternates shall serve at the pleasure of the Mayors' and Councilmembers' Conference and the cities that they represent.
- b. Low-income Sector Representatives:
 - (1) Election of the low-income representatives shall be held every six years in accordance with CGC Section 12751(b).
 - (2) Elections and terms of each low-income representative shall be staggered to provide for continuity: representatives of supervisorial districts 1,3, and 5 shall be elected at the same time; representatives of supervisorial districts 2 and 4 shall be elected at the same time.
- c. Private Sector Representatives:
 - (1) Appointments of private sector representatives shall be made every six years or at the pleasure of the organization that appointed them.
 - (2) Appointments and terms of private sector representatives shall be staggered to provide for continuity. Representatives of three

organizations shall be appointed at the same time; representatives of the remaining two organizations shall be appointed at the same time.

- (3) Appointments shall be made between June 30 and December 31 following the Local Plan process.
- (4) Members who serve in a sector a total of twelve (12) years must leave the CAC for one year before returning to the same sector.
- (5) A member may serve on the CAC in another sector following two full terms if the basic requirements for the new sector are met.

Section 6. Vacancies:

a. Public Sector Vacancies:

When the seat of a public sector representative is vacant, the CAC shall ask the cooperating city to select another elected/administrative official to fill the seat for the remainder of the term.

b. Low-Income Sector Vacancies:

When the seat of a primary low-income sector representative becomes vacant, the alternate shall assume the vacancy unless the alternate chooses to remain in alternate status.

- (1) If an alternate low-income vacancy occurs, the CAC reserves the right of appointment to fill the vacancy.

- (2) The remaining low-income representatives shall interview and nominate a low-income representative to fill the vacancy and the CAC upon a vote at the next regular meeting shall seat the person.

c. Private Sector Vacancies:

When the seat of a primary or alternate private sector representative is vacant, the CAC shall ask the designating organization to name another representative to fill the seat for the remainder of the term.

d. Resignations:

Representatives of any sector may resign the position with written notification to the CAC.

Section 7. Conflicts:

Each Commissioner shall certify that he/she is not in conflict of interest in accordance with applicable state or local requirements.

- a. A Commissioner may not vote on matters involving recommendations for funding of an organization if:
 - (1) The Commissioner or an immediate family member is employed by the proposed delegate agency or organization.
 - (2) The Commissioner sits on the board of a proposed delegate agency or organization.
- b. Neither commissioners nor members of their immediate family can be employed by CAP Riverside or receive a salary from programs funded by CAP Riverside.

ARTICLE V

POWERS OF THE COMMISSION

- Section 1. Reference to Delineation of Powers Agreement:
The powers of the CAC are set forth in a Delineation of Powers agreement that complies with the provisions of CGC Section 12752.1 and was approved by the Governing Board and the CAC. The Delineation of Powers agreement is attached hereto as Exhibit A and is incorporated herein by this reference.
- Section 2. Communication with the Board of Supervisors:
The CAC shall make recommendations to the Board in a timely manner on community action matters for which only the Board has authority or on matters requiring Board action. Communication from the CAC shall be forwarded by the Chairperson to the Executive Director who shall distribute accordingly.
- Section 3. Community Involvement:
The CAC shall be a continuous and effective mechanism for securing community involvement in community action programs.
- Section 4. Commission Rules and Procedures:
The CAC shall have the power to determine, subject to state and local policies, its own rules and procedures, for example:
 - a. Election of officers.
 - b. Time, date and place of meetings.
 - c. Matters of representation.
 - d. Establishment of standing and ad hoc committees.
 - e. Similar provisions that affect the CAC.

Recommended rules and procedures such as CAC size, compensation, staff support and similar provisions that directly affect CAP Riverside

shall be submitted to the Board of Supervisors for approval.

Section 5. Annual Meeting with the Board of Supervisors:

The CAC shall hold a minimum of one joint meeting per year with the Board of Supervisors subject to mutual agreement.

ARTICLE VI

OFFICERS AND DUTIES

Section 1. Officers:

Officers of the CAC shall be the Chairperson, Vice-Chairperson and Secretary. Terms of office shall be for one year.

Section 2. Duties:

a. Chairperson:

The Chairperson of the CAC shall preside over regular and called meetings of the CAC and the Executive Committee, and shall provide the initiative and leadership necessary to their proper functioning, with assistance of the Executive Director. He/she serves as the CAC's point for communications with the Board of Supervisors and the principle point for communicating the CAC's decisions and directives to the Executive Director regarding CAP Riverside.

b. Vice-Chairperson:

The Vice-Chairperson shall serve as Chairperson in the absence of the Chairperson and as Chairperson of the Planning, Evaluation, and Finance Committee (PE&F).

c. Secretary:

The Secretary shall be responsible for ensuring that minutes of each official meeting of the CAC is recorded and presented to the CAC, and that any errors in the minutes is corrected. The Secretary shall also be the official signatory of documents and records of the CAC. The Secretary may obtain services and assistance through the Executive Director in recording of minutes and in maintaining custodial files of the CAC's documents and records.

The Secretary shall serve as Chairperson of the Membership Committee.

d. Ex-Officio Member:

The immediate past Chairperson shall serve ex-officio on the Executive Committee. On the occasion that the immediate past Chairperson is no longer a member of the CAC, the next previous past Chairperson shall serve as ex-officio.

Section 3. Election of Officers:

- a. Election of each officer shall be conducted at the regular meeting of the CAC in November of each year. Officers shall take office and assume duties in January and shall serve one calendar year.
- b. The Chairperson may appoint or special elections may be called to fill any officer vacancies.
- c. No officer shall serve in the same position for more than two (2) consecutive terms.

ARTICLE VII

CODE OF ETHICS

Section 1. Conduct:

Members of the CAC shall conduct themselves in accordance with the Code of Ethics (Exhibit B).

Section 2. Removal of a Primary or Alternate Commissioner:

- a. Public sector representatives may be removed from the CAC only by the cooperating City or the League of California Cities – Riverside Division. However, the CAC may petition the City or the League to remove a representative for cause.
- b. Representatives on the CAC from the low-income sector may be removed for cause as defined by the Riverside County Standards of Conduct, County Ordinance 440 or on the following grounds:
 - (1) Absence from three consecutive meetings, or six meetings in a calendar year, without regard to whether absences are excused or unexcused.
 - (2) When no longer a resident of the supervisorial district in which elected.
- c. Representatives on the CAC from the private sector may be removed for cause as defined by the Riverside County Standards of Conduct, County Ordinance 440 or on the following grounds:
 - (1) Absence from three consecutive meetings, or six meetings in a calendar year, without regard to whether absences are excused or unexcused.

- (2) When no longer a member of the participating organization.
- d. To remove a private sector representative for cause, the CAC may petition the participating organization.
- e. A determination for removal shall be made by the CAC on the recommendation of the Executive Committee.
- f. The process for removal shall be as follows:
 - (1) The Executive Committee shall hold an interview with the commissioner(s) involved.
 - (2) A recommendation of removal for cause shall be submitted by the Executive Committee to the entire CAC no less than ten (10) days before the next regular meeting.
 - (3) A two-thirds vote of the CAC, excluding vacancies, shall be required to approve removal.

Section 3. Removal From an Office of the CAC:

- a. Officers of the CAC may be removed for cause.
- b. The officer must be given notice and documentation of cause in a manner determined by the CAC.
- c. The officer shall be offered a hearing prior to removal.
- d. A two-thirds vote of the CAC present is required to remove an officer. Voting shall be conducted by closed ballot, either in person or by mail.

Section 4. Removal Based on Absenteeism:

Any primary or alternate commissioner of the CAC can miss no more than three consecutive meetings, or six meetings in a calendar year. Absence from three consecutive meetings, or six meetings in a calendar year, whether excused or not, may be cause for removal.

- a. The CAC shall give notice of this provision to any member absent from two consecutive meetings.
- b. Upon the occurrence of three consecutive absences, the CAC shall vote that the Chairperson forward a letter to the member citing the grounds for removal.

- c. A commissioner may request to be granted a leave of absence for no more than a three month period. The request must be approved by the Chairperson of the CAC. The leave of absence will be in effect from the date of approval. The attendance requirement shall not apply when a commissioner is on an approved leave of absence. Said commissioner may re-apply for subsequent three-month leaves of absence for extenuating circumstances pending a majority vote of the CAC.

ARTICLE VIII

COMMITTEES AND DUTIES

Standing committees may be formed as needed by a majority vote of CAC members present. Each committee serves as a working extension of the CAC in its consideration of issues, opportunities and plans in the area of the committee's particular attention. As such, the committee shall receive assignments from and report findings and recommendations to the CAC.

Section 1. Executive Committee:

The Executive Committee shall be composed of the officers of the CAC. The CAC Chairperson shall serve as Chairperson of the Executive Committee.

- a. The Executive Committee shall only transact routine and ordinary business between meetings of the full board; therefore, CAP Riverside policy considerations or matters of significant impact on the community cannot be transacted.
- b. The CAC Chairperson, on behalf of the Executive Committee, shall approve the agenda prepared by the Executive Director for each regular monthly meeting.

Section 2. Planning, Evaluation and Finance Committee:

The Vice-Chairperson shall serve as Chairperson of the Planning, Evaluation, and Finance Committee (PE&F). It shall be composed of at least three members, one from each sector and shall recommend action to the CAC for vote; the Committee shall make recommendations on grant applications, needs assessment, selection of delegate agencies and other program and funding matters.

Section 3. Membership Committee:

The Secretary shall serve as Chairperson of the Membership Committee. It shall be composed of at least three members, one from each sector and shall monitor and insure that the CAC composition is in compliance with the by-laws.

Section 4. Legislative Committee:

The Legislative Committee shall be composed of at least three members, one from each sector and shall make recommendations on legislative matters and report to

the CAC on such matters.

Section 5. Energy Task Force:

The Energy Task Force shall be composed of at least three members, one from each sector, along with non-members who are identified by the organization, and shall make policy recommendations to the Board and CAC and program recommendations to the energy programs.

Section 6. Ad-hoc Committees:

In addition to Standing Committees, the CAC operates with special (ad hoc) committees as their need arises. The Chairperson of each special committee shall be appointed by the CAC Chairperson at inception of the committee. The purpose of the committee must be incorporated in writing or orally in the creating motion. When the committee's purpose has been achieved, the committee shall be dissolved.

Section 7. Chairpersons of the Standing Committees:

The Chairperson of each standing committee shall be appointed by the CAC Chairperson. The standing committee chairperson shall be responsible for providing the leadership and direction necessary to carry out the committee's goals and functions. The committee chairperson shall be expected to report on the committee's activities at the regular CAC meetings.

Section 8. Committee Rules:

The following rules govern standing and ad hoc committees:

- a. All standing committee membership shall be divisible by three and fairly reflect the composition of the CAC to the extent possible, with exactly one-third public officials, one-third private and at least one-third representatives of the low-income.
- b. The CAC members shall volunteer for committees, subject to approval by the CAC.
- c. Committees may be empowered by the CAC to act for the full CAC in deliberating an issue and reaching a decision or taking action, subject to ratification at the next CAC meeting.

ARTICLE IX

MEETINGS OF THE COMMISSION AND COMMITTEES

- Section 1. Public Meetings:
All meetings of the CAC shall be subject to the Brown Act.
- Section 2. Quorum:
A quorum is comprised of fifty-one percent (51%) of current membership of the CAC and includes 51% low-income representation. A quorum must be present while the meeting is in session. Each attending Commissioner shall sign the attendance roster which is filed at the CAP Riverside.
- Section 3. Meeting Rules:
The CAC and each committee of the CAC shall conduct their meetings and discharge their duties in accordance with the rules and procedures which the committee sets for itself on the occasion of its first meeting following appointment of its slate of members. The meetings of the committee are called by its chairperson at least three days in advance notice of the meeting.
- Section 4. Minutes:
Minutes of the CAC meetings shall be in accordance with rules establishing tripartite advisory bodies 100605(2).
- a. Written minutes shall be kept for each meeting.
 - b. The minutes shall include a record of votes on all CAC motions.
 - c. The minutes of previous meetings shall be sent to all CAC members at least five days before the meeting.
 - d. The minutes shall be made available for public inspection and translated when necessary. Minutes shall be recorded by the Executive Secretary of CAP Riverside. The Executive Secretary shall be responsible to ensure that minutes of each official meeting of the CAC is recorded and that the minutes are presented to the CAC for correction of any errors. The Executive Secretary is also the official custodian of documents and records of the CAC including minutes, committee reports, and correspondence to the CAC.
 - e. The CAC Secretary shall sign the official minutes upon approval.
- Section 5. Proxy Voting:
Proxy voting by any CAC member shall be prohibited at meetings of the CAC or its committees.

- Section 6. Compensation:
Allowances for representatives of the low-income and reimbursements to all members of the Commission for expenses are permitted for Community Services Block Grant (CSBG)-related activities. Allowance may be defined as reimbursement for childcare, travel, and certain meals.
- Section 7. Robert's Rules for Conduct of Meetings:
Robert's Rules of Order, newly revised, shall serve as the rules for the conduct of CAC meetings and for parliamentary procedures within each meeting, except: (1) When Robert's Rules are in conflict with these by-laws, the by-laws prevail; (2) The Chairperson may vote in CAC meetings and committee meetings; (3) Any Robert's Rules may be suspended by a simple majority vote of the commissioners present, in which case the by-laws take precedence. In those cases where Robert's Rules offer alternatives in procedures and conduct, the alternative which is to apply is adopted by approved motion at the time the issue exists. Such a motion is approved by simple majority of those CAC members present.
- Section 8. Committee-of-the-Whole:
When there is not a quorum present, the group shall meet as a Committee-of-the-Whole and shall receive reports. If it becomes necessary, and if there is a quorum of the Executive Committee present, they may take action.

ARTICLE X

AMENDMENT OF BY-LAWS

- Section 1. Amendments Without Consent of the Board of Supervisors:
The CAC may amend, without consent of the Board of Supervisors, those elements of these by-laws which: (1) define the officer positions of the CAC; (2) define the method, frequency and timing by which each commissioner is elected to his/her official position; (3) define the standing committees of the CAC, and (4) define the rules for the conduct of official meetings of the CAC or any of its committees when a quorum is present for such meeting. A minimum of ten (10) days advance notice shall be given in writing to members of the CAC informing them that their deliberations will include proposed amendments to the by-laws.
- Section 2. Voting on Recommended Amendments:
An affirmative vote of a quorum of the Commissioners is required to approve an initiative which would amend the by-laws or which recommends such a matter to the Board of Supervisors.
- Section 3. Notification for By-Laws Changes:
Every member of the CAC must be notified at least ten (10) days in advance of any meeting at which the CAC is to consider amendments to.

or recommendations of amendments to the by-laws unless such consideration is raised during a meeting of the full membership of the CAC. in which case the requirement of prior notice is waived.

- Section 4. Copy to CSD:
A copy of CAC By-Laws and all amendments shall be submitted to the California Department of Community Services and Development in accordance with CSBG Regulation 100605(2) (3) and CGC Section 12751.

ARTICLE XI

PUBLIC ACCESS TO RECORDS

Any person who wishes to inspect or copy CAC records regularly maintained by the CAP Riverside may do so after making a request to the CAC. Information and records will be made available to the requestor in accordance with the Freedom of Information Act (5 U.S.C. 552), except information and records which are exempt from the requirements of disclosure pursuant to the Federal Privacy Act of 1974. as amended.

ARTICLE XII

DEFINITIONS

Designating Officials or Governing Board or Board	The Riverside County Board of Supervisors.
Community Action Partnership of Riverside County (CAP Riverside)	The Community Action Agency of Riverside County is referred to herein as the CAP Riverside and consists of a governing board, a Community Action Commission and a paid staff of employees under the supervision of the Executive Director.
Community Action Commission (CAC)	A tripartite body composed of five representatives of the public sector, five representatives of the private sector and five representatives of the low-income sector and an equal number of alternates for each sector.
County Executive Officer (CEO)	The CEO is the officially designated person to act as liaison between the governing board, the CAC and CAP Riverside paid staff of employees.

Ratification	Authority retained to approve acts, policies, or procedures of a subordinate agency or element.
CSBG	Community Services Block Grant
CGC	California Government Code
CAP	Community Action Partnership
CSD	California Department of Community Services and Development

EXHIBIT A

County of Riverside
Community Action Agency
DELINEATION OF POWERS
BETWEEN GOVERNING BOARD AND COMMUNITY ACTION COMMISSION

Revised 10/20/97

It is the desire of the Board of Supervisors of the County of Riverside in their capacity as the Governing Board of the Community Action Agency (CAA), to maintain relationships with the Community Action Commission (and other organizational elements of the CAA and community), which are harmonious and most conducive to effective performance of the Community Action Program in Riverside County. The following delineation of powers between the Governing Board and the Community Action Commission recognizes that certain responsibilities exist which the Governing Board cannot delegate under the terms of Senate Bill 161 and the California Administrative Code relating to the Community Services Block Grant. This specifically includes responsibility for proper use of funds and the continued viability of the program of the CAA.

I. POWERS OF THE GOVERNING BOARD:

The Governing Board, within the framework of SB 161 and CSBG regulations and other applicable funding sources will:

- A. Approve fiscal policies, program applications and proposals, budgets and reports per Sections 700725-100730-100735.
- B. Approve all program plans and priorities per Section 100655 of the CSBG Regulations.
- C. Select the Director
- D. Direct the CAA to undergo annual audits
- E. Approve the By-Laws for the Community Action Commission per Section 12752.1 of Government Code.
- F. Retain authority to expand or contract, to alter or amend any of the powers or responsibilities delegated to the Community Action Commission.

II. POWERS OF THE COMMUNITY ACTION COMMISSIONS:

The Community Action Commission shall have the following duties and responsibilities:

- A. Make recommendations to the Governing Board concerning the exercise of any of the Board's powers.
- B. Supervise all programs, administrative and financial policies and procedures adopted by the governing officials for the implementation and conduct of programs by the DCA.
- C. Supervise adherence to all policies and standards of the Department of Community Services and Development.
- D. Assist the Governing Board on the selection and evaluation of the Director.
- E. Select its own officers, executive committee and/or other committees in accordance with the By-Laws of the Community Action Commission.

The governing Board will give the Community Action Commission sufficient notice of any action that it deem appropriate in order to allow the Community Action Commission an opportunity to advise.

The Community Action Commission will make recommendations will make recommendations to the Board in a timely manner on Community action matters requiring action by the Board.

The Governing Board will provide for direct communication with the Community Action Commission.

The Community Action Commission shall be a continuous and effective mechanism for securing community involvement in community programs.

With regards to Commission membership, the Community Action Commission will report to the Board of Supervisors.

- A. Public sector representative designed by their respective cities.
- B. Low-income sector representatives following elections.
- C. Private sector representatives designated by their respective organizations.

These reports will be made at the Joint Meeting held annually.

The term "supervise" in part II, items B and C above shall be defined as the delegation of the authority to periodically review, investigate and evaluate the adherence of the staff of the DCA and sub-contractors (i.e. delegate agencies) to the policies and procedures established by the Department of Community Services and Development and by the Board of Supervisors of the County of Riverside for the implementation of the Community Action Program. It is recognized that authority for the day-to-day supervision of the DCA and Community Action Program is vested in the Executive Director of the DCA; however, the Community Action Commission may request that the Director provide them with timely and detailed reports on the implementation and administration of the Community Action Program in Riverside County.

EXHIBIT B



COMMUNITY ACTION CODE OF ETHICS

We, as the Community Action Commission ever respectful of cultural diversity, dedicate ourselves to *helping people - changing lives* by advising the Board of Supervisors and providing oversight to Community Action Partnership of Riverside County (CAP Riverside) in order that low-income people will have decency and dignity, we commit ourselves to:

1. Recognize that the chief function of the community action movement at all times is to serve the best interest of the poor.
2. Keep the community informed about issues affecting the poor and to facilitate communication among the poor, the non-poor private sector, and locally elected public officials.
3. Accept as a personal duty the responsibility to keep up-to-date on emerging issues and to conduct ourselves with professional competence, with respect and fairness to one another and to staff.
4. Conduct our organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication, and compassion.
5. Exercise the authority we have under the law and the delegated authority from the Board to promote the interest of the poor.
6. Demonstrate the highest standards of personal integrity, truthfulness, and fortitude in our community action activities in order to inspire confidence.
7. Perform our administering duties in such a way so as not to realize undue personal gain and avoid any interest or activity which conflicts with the conduct of our official duties.
8. Protect confidentiality in the course of our official duties.
9. Observe protocol in board and staff relations.
10. Serve the community action movement with respect, concern and responsiveness, recognizing that service to the poor is beyond service to oneself.