

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

811



**FROM:** Department of Public Health/Community Action Partnership

**SUBMITTAL DATE:**  
August 3, 2015

**SUBJECT:** Approve Agreement #15C-1026 with the California Department of Community Services and Development for the Department of Energy Weatherization Assistance Program 2015/16. Districts: All. [\$249,049]; 100% Federal funds.

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

1. Approve Agreement #15C-1026 with the California Department of Community Services and Development (CSD) for the Department of Energy Weatherization Assistance Program (DOE WAP) 2015/16 in the amount of \$249,049 for the performance period of September 1, 2015 through February 29, 2016;
2. Authorize the Executive Director of Community Action Partnership of Riverside to sign amendments and extensions to the Agreement, as approved by County Counsel;
3. Authorize the Executive Director of Community Action Partnership of Riverside to administer the program and sign all assurances, exhibits and reports made under the 2015/16 DOE WAP Agreement #15C-1026; and

RECOMMENDED MOTION:  
(continued on Page 2)

*Susan D. Harrington*  
Susan D. Harrington, Director  
Department of Public Health

BSF:an

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 249,049	\$ 0	\$ 249,049	\$ 0	Consent <input type="checkbox"/> Policy X
NET COUNTY COST	\$ 00.00	\$ 00.00	\$ 00.00	\$ 0	

<b>SOURCE OF FUNDS:</b> 100% Federal Funds	<b>Budget Adjustment:</b> Yes
	<b>For Fiscal Year:</b> 15/16

**C.E.O. RECOMMENDATION:** **APPROVE**  
BY: *Donna Shaw*  
Donna Shaw

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington and Benoit  
Nays: None  
Absent: Ashley  
Date: August 18, 2015  
xc: Public Health/CAP, Auditor

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

Prev. Agn. Ref.: \_\_\_\_\_ District: All Agenda Number: \_\_\_\_\_

**3-51**

FORM APPROVED COUNTY COUNSEL  
BY: *Gregory P. Priamos* 8/4/15  
DATE  
Department of Public Health

FISCAL PROCEDURES APPROVED  
PAV CANGULO, CPA, AUDITOR-CONTROLLER  
BY: *Susana Garcia-Bocanegra* 8/6/15  
Susana Garcia-Bocanegra

A-30  Positions Added  
 4/5 Vote  Change Order

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

**FORM 11:** Approve Agreement #15C-1026 with the California Department of Community Services and Development for the Department of Energy Weatherization Assistance Program 2015/16. Districts: All. [\$249,049]; 100% Federal funds.

**DATE:** August 3, 2015

**PAGE:** 2 of 3

**RECOMMENDED MOTION:** (continued)

4. Authorize and direct the Auditor Controller to adjust the budget as specified in Schedule A attached.

**BACKGROUND:**

**Summary**

Since 1979, the Department of Public Health/Community Action Partnership of Riverside has administered contracts with the State of California Department of Community Services and Development (CSD) to provide weatherization services to low-income families in Riverside County. Under this program, weatherization services are offered countywide at no-cost to aide low-income families in reducing home energy consumption, resulting in lower utility bills.

**Impact on Citizens and Businesses**

Home weatherization reduces energy consumption, resulting in lower utility bills for low-income residents. Community Action Partnership has utilized experienced sub-contractors to install allowable energy conservation measures.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

No County General Funds would be required.

**ATTACHMENTS:**

**Budget Adjustment**

Budget adjustment is required as specified on Schedule A, attached.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Approve Agreement #15C-1026 with the California Department of Community Services and Development for the Department of Energy Weatherization Assistance Program 2015/16. Districts: All. [\$249,049]; 100% Federal funds.

**DATE:** August 3, 2015

**PAGE:** 3 of 3

**SCHEDULE A**

**Department of Public Health/Community Action Partnership**

**Budget Adjustment  
Fiscal Year 2015/2016**

**INCREASE IN ESTIMATED REVENUE:**

21050-5200200000-767200 Federal Block Grants	\$249,049
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**INCREASE IN APPROPRIATIONS:**

21050-5200200000-510040 Regular Salaries	\$63,068
21050-5200200000-518100 Budgeted Benefits	\$27,118
21050-5200200000-520200 Communication Lines	\$ 947
21050-5200200000-523700 Office Supplies	\$ 6,930
21050-5200200000-523800 Printing/Binding	\$ 2,151
21050-5200200000-527840 Training-Education/Tuition	\$ 3,788
21050-5200200000-536240 Other Contract Agencies	<u>\$145,047</u>

<b>TOTAL IN INCREASE APPROPRIATIONS</b>	<b>\$249,049</b>
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# RESOLUTION

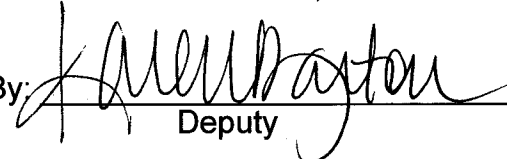
**BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, August 18, 2015, that Marion Ashley, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 15C-1026 between Riverside County and California Department of Community Services and Development providing: for the Department of Energy Weatherization Assistance Program (DOE WAP).

Roll Call:

Ayes: Jeffries, Tavaglione, Washington and Benoit  
Nays: None  
Absent: Ashley

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By:  Deputy

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
 to Riverside County Clerk of the Board, Stop 1010  
 Post Office Box 1147, Riverside, Ca 92502-1147  
 Thank you.

AGREEMENT NUMBER <b>15C-1026</b>	AMENDMENT NUMBER <b>0</b>
REGISTRATION NUMBER <b>EP 1445786</b>	

- This Agreement is entered into between the State Agency and the Contractor named below  
 STATE AGENCY'S NAME  
**Department of Community Services and Development**  
 CONTRACTOR'S NAME  
**Community Action Partnership of Riverside County**
- The term of this Agreement is: **September 1, 2015 through February 29, 2016**
- The maximum amount of this Agreement is: **Total \$249,049.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

RECEIVED  
 CONTRACT SERVICES UNIT  
 2015 SEP - 4 PM 4:38

**Part I**

- Preamble
- Article 1 - Scope of Work
- Article 2 - Contract Construction, Administration, Procedure

**Part II\***

- Subpart A - Administrative Requirements\*
- Subpart B - Financial Requirements\*
- Subpart C - Programmatic Requirements\*
- Subpart D - Compliance Requirements\*
- Subpart E - Certification and Assurances\*
- Subpart F - State Contracting Requirements (GTC 610)\*
- Subpart G - Definitions\*
- Subpart H - Table of Forms\*

ATTEST:  
 KECIA HARRER-IHEM, Clerk  
 By *[Signature]*  
 DEPUTY

Items shown with an Asterisk (\*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://providers.csd.ca.gov/>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

AUG 18 2015 3-51

<b>CONTRACTOR</b>		<b>CALIFORNIA Department of General Services Use Only</b>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>Community Action Partnership of Riverside County</b>		"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."  <i>Michelle Hill</i>
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) <b>8/10/15</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>MAHION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS</b>		
ADDRESS <b>2038 Iowa Ave, Suite B-102, Riverside, CA 92507</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Department of Community Services and Development</b>		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) <b>9/24/15</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Cindy Halverstadt, Deputy Director, Administrative Services</b>		
ADDRESS <b>2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833</b>		

FORM APPROVED BY COUNTY CLERK  
 BY: NEAL R. KIPINS

Exempt per \_\_\_\_\_

**STANDARD AGREEMENT  
PART I**

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**STANDARD AGREEMENT  
PARTS I & II - ENTIRE CONTRACT**

**PART I**

**PREAMBLE**

This subvention agreement, for the implementation of the Department of Energy Weatherization Assistance Program (DOE WAP) in program year 2015 ("Agreement"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor"), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

**ARTICLE 1 – SCOPE OF WORK**

**1.1 General**

- A. Contractor agrees to provide Weatherization (WX) assistance to eligible participants residing in the service area described in Section 1.3, pursuant to Title 42 of the United States Code (U.S.C.) Section 6861 et seq., as amended and 10 Code of Federal Regulations (CFR), Part 440, as amended, the Department of Energy Weatherization Assistance Program (DOE WAP) for low-income persons. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest income and highest energy costs or needs in relation to income.
- B. The DOE WAP Catalog of Federal Domestic Assistance number is 84.042. Award is made available through the United States Department of Energy.

**1.2 Term and Amount of Agreement**

- A. The term of this Agreement shall be for the period represented on the face sheet (Form STD 213).
- B. The Maximum Amount of this Agreement shall be as specified on the face sheet.
- C. The amount allocated under this Agreement as specified in Paragraph B is expressly contingent upon Contractor's compliance with DOE WAP Performance requirements specified in Article 10, Section 10.5, "Expenditure and Production Performance Requirements," of this Agreement.

**STANDARD AGREEMENT  
PART I**

**1.3 Service Area**

- A. The services shall be performed in the Service Territory comprised of the following service area(s):

See Part II, Subpart H. The 2015 DOE WAP Numbers, Contractors, and Service Territories listing may be accessed at <http://providers.csd.ca.gov>.

- B. Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at <http://providers.csd.ca.gov> to determine the zip codes for their respective area.

**1.4 Service Area Expenditure Requirements**

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.5 of Part II, if any of the following pertain:

- A. This Agreement involves funding for DOE WAP services provided by Contractor in multiple counties or service areas; or
- B. Contractor has additional agreements with CSD for the provision of DOE WAP or Low-Income Home Energy Assistance Program (LIHEAP) services in counties or service areas other than the county or service area to which this Agreement applies.

**1.5 Program Authorities – Requirements, Standards and Guidance**

- A. All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
1. The Energy Conservation in Existing Buildings Act of 1976, 42 U.S. C. §§ 6851 et seq., and 10 Code of Federal Regulation (CFR) Part 440;
  2. The Federal Procurement requirements for Energy Contracts, 10 CFR 600.236;
  3. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB) Subpart F-Audit Requirements Circular 2 CFR 200 its appendices and supplements.



**STANDARD AGREEMENT  
PART I**

4. Applicable Intellectual Property Provisions for federal financial assistance awards specified in 10 CFR 600.136 and at [http://www.gc.gov/financialassistance awards.htm](http://www.gc.gov/financialassistance%20awards.htm).
- B. Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement, administrative, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §6851 et seq. or 22 CCR §100800 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to grants, such as 10 CFR 440, allows for the application of state law.
1. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Energy (DOE) at 10 CFR Part 600 Subpart C;
  2. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Nonprofit Organizations), as codified by DOE at 10 CFR Part 600 Subpart B;
  3. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments);
  4. OMB Circular A-122 (Cost Principles for Non-Profit Organizations);
  5. OMB Subpart F- Audit Requirements 2 CFR 200 provisions referenced in Article 10 section 10.2;
  6. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CCC-307).
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in the DOE WAP program, and as a condition of receipt of funds under the program, PROVIDED:

**STANDARD AGREEMENT  
PART I**

1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at <https://providers.csd.ca.gov>.
  2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
  3. That such guidance shall be reasonably necessary to realize the purposes of DOE WAP;
  4. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;
  5. That the parties' failure to execute a mutually acceptable amendment, as contemplated in subparagraph C 4, in a reasonable period of time, shall result in this Agreement being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and
  6. That upon CSD's good faith determination, delivered to the Contractor by written notice that Agreement between the parties to any necessary amendment as contemplated in subparagraph C 4 cannot be achieved, then this contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.
- D. The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at [www.csd.ca.gov](http://www.csd.ca.gov).
- E. Contract Elements Integral to Agreement
1. Contractor's Priority Plan Narrative and forms listed below are integral to this Agreement:
    - a. DOE Weatherization Priority Plan Narrative (CSD 793)  
(referenced in Part II, Article 5.1)

**STANDARD AGREEMENT  
PART I**

- b. DOE Weatherization Budget (CSD 570) (referenced in Part II, Article 5.1)
  - c. Certification Regarding Lobbying/Disclosure of Lobbying Activities
  - d. Executive Director and Board Roster (CSD 188)
  - e. Federal Funding Accountability and Transparency Act Report (CSD 279)
2. The forms must be completed by Contractor before CSD will execute the Agreement and Contractor is authorized to commence work. CSD will not forbear from executing this Agreement pending its own review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the forms. The approved forms shall become part of this Agreement.
- F. Contractor's signature affixed hereon shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Part II, Article 11, Section 11.1, "Certifications" of this Agreement.

**1.6 Special Contract Contingency – Quality Control Inspector Certification**

In addition to the Quality Control Inspectors (QCI) Certification requirement specified in Section 9.2 and the reimbursement restrictions and inspection requirements provided in Section 5.6 D.1.a., this Agreement is subject to, and expressly contingent upon, the following provisions:

- A. This Agreement shall have no force and effect until fully executed by CSD and notice of CSD's execution of the Agreement has been communicated to Contractor. CSD will not execute this Agreement until Contractor has provided CSD with documentation reasonably acceptable to CSD that shows Contractor has employed or contracted with a certified quality control inspector who has met the certification requirements of Section 9.2.
- B. If Contractor fails to provide the certification documentation, referenced in Paragraph A that is acceptable to CSD, by October 1, 2015, CSD may decline to execute this Agreement, in which case this writing serves as notice of possible intent not to execute. If CSD elects not to execute this Agreement as provided herein, CSD shall give Contractor written notice of such and this writing shall have no force and effect. Once notice of CSD's election not to execute this

**STANDARD AGREEMENT  
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Agreement is given, CSD shall reallocate the funds contemplated pursuant to this writing to another contractor for expenditure.

- C. If at any time during the term of this Agreement Contractor is unable to meet the requirements of Section 5.6 D.1.a. because Contractor loses access to a Certified QCI, Contractor shall immediately notify CSD of the loss and may not report any weatherized dwelling or request reimbursement for weatherization work and associated expenditures until such time as Contractor has employed or contracted with a certified quality control inspector who has met the certification requirements of Section 9.2.
  
- D. If CSD reasonably determines that Contractor is unable to fully expend Contractor's allocation and to provided services as required herein because of a lack of access to a Certified QCI, CSD may, at its sole option, terminate this Agreement and/or transfer Contractor's allocation, in whole or in part, to another contractor for expenditure, after giving Contractor written notice of its intended action.

**STANDARD AGREEMENT  
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**ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION,  
PROCEDURE**

**2.1 Base Contract and Whole Agreement**

- A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.
- B. Part I is the “Base Contract” which consists of the following:
  - 1. The face sheet (Form STD. 213) which specifies:
    - a. the parties to the Agreement;
    - b. the term of the Agreement;
    - c. the maximum dollar amount of the Agreement; and
    - d. the authorized signatures and dates of execution.
  - 2. The Preamble, Article 1 and Article 2
  - 3. Zip Code Cross-Reference, if Contractor’s Service Area is defined in whole or in part by ZIP Codes.
- C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials, necessary for program implementation.
- D. Agreed upon Contract Execution Provisions and Procedures
  - 1. Only Part I, the Base Contract, will be exchanged by the parties for execution with original signatures, fully executed copies being retained by each party.
  - 2. Part II, Administrative and Programmatic Provisions is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
  - 3. CSD shall maintain a certified date-stamped “hard copy” of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, edit restricted, version of Part II on CSD’s “Provider Website,” which may be accessed by Contractor, “down-loaded” and printed at Contractor’s option.

## STANDARD AGREEMENT PART I

4. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in paragraph C 4 of Section 1.4 with respect to program guidance, or as provided Section 3.2 of Part II, Subpart A, Article 3, with respect to minor modifications. Upon such amendment of any provision of Part II, the amended version shall be date-stamped and locked-down until such time as a subsequent Agreement or amendment is executed by the parties.

### 2.2 State Contracting Requirements – “General Terms and Conditions, GTC 610”

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety, previously located in Exhibit C of the Standard DOE WAP contract, are now found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

### 2.3 Contractor’s Option of Termination

- A. Notwithstanding the provisions of paragraph C of Section 1.4, Contractor may, at Contractor’s sole option, elect to terminate this contract in lieu of adherence to the procedures set out in paragraph C of section 1.4, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise inimical to Contractor’s legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:
  1. Such notice of termination is in writing and will be effective thirty (30) days after receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
  2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- C. Contractor shall, within sixty (60) days of termination, closeout the contract in accordance with contractual closeout procedures.

**STANDARD AGREEMENT  
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- D. CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

**2.4 Budget Contingencies**

**A. State Budget Contingency**

1. It is mutually agreed that if funds are not appropriated for implementation of DOE WAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.
2. If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

**B. Federal Budget Contingency**

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the State by the United States Government.
2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced

**STANDARD AGREEMENT  
PART I**

funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.
4. Subject to the provisions of subparagraph B 2, CSD shall authorize expenditures of funds under this Agreement based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

**2.5 Miscellaneous Provisions**

- A. **Assignment.** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- B. **Merger/Entire Agreement.** This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- C. **Severability.** If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- D. **Notices.** Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:



**STANDARD AGREEMENT  
PART I**

1. To Contractor's address of record; and
2. To CSD at:  
Department of Community Services and Development  
Field Operations  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

State of California  
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
 CSD 793 (Rev 03/17/15)

**DOE WEATHERIZATION PRIORITY PLAN NARRATIVE**

Agency Name: Community Action Partnership of Riverside County		Contract Number: 15C-1026	Program Year: 2015
Prepared By: Name Lin Vong	Title Division Manager	E-Mail Address: lvong@capriverside.org	
DUNS #: 105920057	CCR #: 3TDL9	Telephone Number: 213-955-6404	

**PRIORITY PLAN NARRATIVE**

**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 attachment

**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.**

See attachment

**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 attachment

**DOE WEATHERIZATION PRIORITY PLAN NARRATIVE**

Agency Name: Community Action Partnership of Riverside County	Contract Number: 15C-1026	Program Year: <b>2015</b>
<b>4) In narrative format, describe how you will provide T&amp;TA to your administrative and program staff.</b>		
See attachment		
<b>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.</b>		
See attachment		

RECEIVED  
CONTRACT SERVICES UNIT

2015 SEP -4 PM 4:43

State of California  
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
CSD 570 (Rev. 07/16/15)

**DOE WEATHERIZATION BUDGET**

Agency Name: Community Action Partnership of Riverside County		Contract Number: <b>15C-1026</b>	Program Year <b>2015</b>
Prepared By: Name Melanie M. Holsey	Title Accountant II	E-mail Address: Mholsey@capriverside.org	
Class "B" Contractor's License No.: 1) 704414; 2) 221517	Name of Qualifying RME/RMO: 1) Reliable Energy; 2) TruTeam	License Expiration Date: 1) 03/31/17; 2) 09/30/15	Telephone Number: 951-955-4900

<b>TOTAL CONTRACT AMOUNT</b>		\$	249,049
<b>10 - ADMINISTRATIVE COSTS</b>			
1	Administrative Costs	\$	14,992
2	Administrative Equipment (\$5,000 or more)	\$	
3	<b>TOTAL ADMINISTRATIVE COSTS (Total of Lines 1 and 2 - Not to exceed allocated amount)</b>	\$	14,992
<b>20 - PROGRAM COSTS</b>			
1	Training and Technical Assistance (Not to exceed allocated amount)	\$	15,343
2	Liability Insurance	\$	
3	Major Vehicle and Field Equipment (\$5,000 or more)	\$	
4	<b>Subtotal of Lines 1-3</b>	\$	15,343
<b>PROGRAM OPERATIONS (Separated to assist with calculating allowable Health &amp; Safety)</b>			
5	Intake	\$	10,000
6	Outreach	\$	5,000
7	Client Education	\$	2,500
8	Workers' Compensation	\$	1,680
9	Minor Vehicle and Field Equipment (Less than \$5,000)	\$	
10	General/Operating Expenses	\$	15,028
11	Automation Supplemental	\$	
12	Direct Program Activities	\$	148,054
13	<b>Subtotal of Lines 5-12</b>	\$	182,262
<b>HEALTH &amp; SAFETY (Separated to assist with calculating allowable Health &amp; Safety)</b>			
14	Health & Safety (Not to exceed allowable amount per formula)	or \$	36,452 \$ 36,452
15	<b>TOTAL PROGRAM COSTS (Total of Lines 4, 13 and 14)</b>	\$	234,057
<b>30 - TOTAL COSTS (Total of Sections 10 and 20)</b>		\$	249,049

## ATTACHMENT 1

### 2015 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 Riverside will weatherize homes consistent with the priority criteria established by DOE.
- CAP Riverside will give first priority for weatherization services to those households that have the highest energy burden and high residential energy users.
- CAP Riverside 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 priority services.
- CAP Riverside 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 Riverside'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.
- Workshops are conducted in-house workshops and county wide clinics 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.
- 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 by checking Serv-Traq and In-House historical log.

- During the assessment phase, unapplied measures will be identified for installation and if measures are damaged by the previous tenant, measure is defective, caused by flood, fire or act of nature.
- CAP Riverside utilizes a first-in-first-out process of selection for weatherization including re-weatherization, 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.
- 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.
- 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 as well as giving applicants to apply online).
- Increase outreach clinics/workshops per calendar year to more remote parts of the county.
- Flyers and informational brochures are distributed to the community with the help of County departments, partners and community based organizations.

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

.....

- All new weatherization assessors/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, audit, blower door training, etc.
- Administrative support staff participates in various parts of the training provided to subcontractors and inspectors.
- Administrative/Program Management 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 safety trainings and 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 increase communication and to 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 will 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.



RECEIVED  
CONTRACT SERVICE UNIT  
2015 SEP -4 PM 4:03

**CERTIFICATION REGARDING LOBBYING**  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Department of Energy Weatherization Assistance Program  
PERIOD: September 1, 2015 through February 29, 2016

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.

**MARION ASHLEY**  
**CHAIRMAN, BOARD OF SUPERVISORS**

*Marion Ashley*  
Signature

Title

County of Riverside  
Agency/Organization

Date 8/18/15  
FOR APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE 8/18/15

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By: *[Signature]*  
DEPUTY



# DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><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</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>For Material Change Only:  year _____ quarter _____  date of Last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee  Tier _____, <i>if known</i>:</p> <p>Congressional District, <i>if known</i>: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, <i>if known</i>: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, <i>if known</i>:</p>	<p>9. Award Amount, <i>if known</i>:</p> <p>\$ _____</p>	
<p>10. a. Name address of Lobbying Entity (<i>if individual, last name, first, name, MI</i>):</p>	<p>b. Individuals Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):</p>	
<p>(attach Continuation Sheet(s) SF-LLL-A, <i>if necessary</i>)</p>		
<p>11. Amount of Payment (<i>check all that apply</i>):</p> <p>\$ _____      <input type="checkbox"/> actual      <input type="checkbox"/> planned</p>	<p>13. Type of Payment (<i>check all that apply</i>):</p> <p><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: _____</p>	
<p>12. Form of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify:    nature    value</p>		
<p>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:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, <i>if necessary</i>)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>		
<p>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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproductions  Standard Form - LLL</p>

**DISCLOSURE OF LOBBYING ACTIVITIES**  
CONTINUATION SHEET

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

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. Include 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 Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



**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](http://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 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.

**EXHIBIT D - ATTACHMENT I  
 EXECUTIVE DIRECTOR AND BOARD ROSTER**

<b>Agency Name</b>	Community Action Partnership of Riverside County		
<b>Agency Address</b>	2038 Iowa Avenue, Suite B-102, Riverside, CA 92507		
<b>Submitted By</b>	Anthony Martinez		
<b>Received by CSD</b>			

Note: List all vacancies within the board. Indicate vacancy title and date of vacancy in the "Name" Field

<b>Name</b>	<b>Title/Position</b>	<b>Address</b>	<b>Phone Number</b>	<b>Email</b>
Brenda Freeman	Executive Director	2038 Iowa Avenue, Suite B-102, Riverside, CA 92507	(951) 955-3563	<a href="mailto:Bfreeman@capriverside.org">Bfreeman@capriverside.org</a>
Susan McKee	Board Chair, Primary, Private Sector	University of California, Riverside, Assistant Vice Chancellor 900 University Avenue, Riverside, CA 92521	(951) 827-2750	<a href="mailto:susan.mckee@ucr.edu">susan.mckee@ucr.edu</a>
As a Public Agency, the Riverside County, Board of Supervisors and the County Purchasing Agent are the only authorized signers of the Contract.				
Dale Cook	Vice-Chairman, Public Sector, Alternate	City of Palm Springs, P. O. Box 2743, Palm Springs, CA 92263-2743	(760) 323-8198	<a href="mailto:Dale.Cook@palmsprings-ca.gov">Dale.Cook@palmsprings-ca.gov</a>
Marvin Powell, Jr.	Secretary, Primary, District 2	3570 Second Street, Riverside, CA 92501	(951) 427-7710	<a href="mailto:marvinjr@gmail.com">marvinjr@gmail.com</a>
J. Gene Walker	Past Chair, Primary, District 4	P O Box 5313, Palm Springs, CA 92263	(760) 778-1301	<a href="mailto:jwalker15@dc.rr.com">jwalker15@dc.rr.com</a>
Teresa Hunter	Commissioner, Primary, District 1	2361 Prospect Avenue, Riverside, CA 92507	(951) 683-8773	<a href="mailto:sohappy831@yahoo.com">sohappy831@yahoo.com</a>
Art Garcia	Commissioner, Alternate, District 1	14190 Moonridge Drive, Riverside, CA 92503	(951) 525-0350	<a href="mailto:ib1mrg41@gmail.com">ib1mrg41@gmail.com</a>
Penelope C. Engard	Commissioner, Primary, District 3	575 S. Lyon Avenue, Space 123, Hemet, CA 92543	(951) 846-9123	<a href="mailto:titracker1743@gmail.com">titracker1743@gmail.com</a>
Mary Morse	Commissioner, Alternate, District 3	P. O. Box 2453, Idyllwild, CA 92549	(951) 634-4048	<a href="mailto:marymorse@humanrelationscouncil.com">marymorse@humanrelationscouncil.com</a>

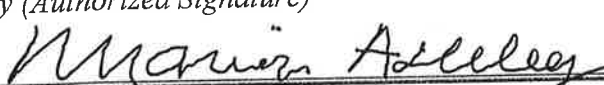

<b>Name</b>	<b>Title/Position</b>	<b>Address</b>	<b>Phone Number</b>	<b>Email</b>
Carole Schaudt	Commissioner, Alternate, District 4	74-007 Oak Springs Drive, Palm Desert, CA 92260	(760) 567-3361	<a href="mailto:carole@carole-schaudt.info">carole@carole-schaudt.info</a>
Ernie Saldana	Commissioner, Primary, District 5	P. O. Box 1037, Cabazon, CA 92230	(951) 492-5250	<a href="mailto:abear.12@hotmail.com">abear.12@hotmail.com</a>
Randy D. Triplett	Commissioner, Alternate, District 5	P. O. Box 8566, Moreno Valley, CA 92552	(951) 992-8119	<a href="mailto:bishoptriplett@gmail.com">bishoptriplett@gmail.com</a>
Art Welch	Commissioner, Primary, Public Sector	P. O. Box 998, Banning, CA 92220	(951) 769-3936	<a href="mailto:awelch5@verizon.net">awelch5@verizon.net</a>
Ana Sandoval	Commissioner, Alternate, Public Sector	P. O. Box 998, Banning, CA 92220	(951) 966-5390	<a href="mailto:asandoval@ci.banning.ca.us">asandoval@ci.banning.ca.us</a>
Betty Sanchez	Commissioner, Primary, Public Sector	1516 6th Street, Coachella, CA 92236	(760) 398-3502	<a href="mailto:bsanchez@coachella.org">bsanchez@coachella.org</a>
Jacob Alvarez	Commissioner, Alternate, Public Sector	1516 6th Street, Coachella, CA 92236	(760) 398-3502	<a href="mailto:jalvaraz@coachella.org">jalvaraz@coachella.org</a>
Ginny Foat	Commissioner, Primary, Public Sector	3200 East Tahquitz Canyon Way, Palm Springs, CA 92262	(760) 778-7832	<a href="mailto:ginny.foat@palm Springs-ca.gov">ginny.foat@palm Springs-ca.gov</a>
Tonya Burke	Commissioner, Primary, Public Sector	Mayor Pro Tem, 101 North D Street, Perris, CA 92570	(951) 943-6100	<a href="mailto:tburke@cityofperris.org">tburke@cityofperris.org</a>
ALTERNATE Vacant 5-11-15	Commissioner, Alternate, Public Sector			
Mike Soubirous	Commissioner, Primary, Public Sector	3900 Main Street, Riverside, CA 92522	(951) 826-5991	<a href="mailto:msoubirous@riversideca.gov">msoubirous@riversideca.gov</a>
Helen Barnes	Commissioner, Primary, Private Sector	2102 West Lincoln, Banning, CA 92220	(951) 675-4326	<a href="mailto:barnes.helen@outlook.com">barnes.helen@outlook.com</a>
Bill J. Perez	Commissioner, Alternate, Private Sector	1074 E. La Cadena Drive, Suite 15, Riverside, CA 92507	(951) 684-1040	<a href="mailto:btcbill@sbcglobal.net">btcbill@sbcglobal.net</a>
Gail Ousley	Commissioner, Primary, Private Sector	VP of Community Engagement, 6215 River Crest Drive, Suite B, Riverside, CA 92507	(951) 697-4711	<a href="mailto:gousley@uwiv.org">gousley@uwiv.org</a>
Tiffany Baker	Commissioner, Alternate, Private Sector	27262 Via Industria, Temecula, CA 92590	(951) 514-2939 Ext. 111	<a href="mailto:tbaker@theempowermentcenterintl.com">tbaker@theempowermentcent erintl.com</a>
Terri Vise	Commissioner, Primary, Private Sector	41840 Enterprise Circle North, Temecula, CA 92591	(951) 316-7293	<a href="mailto:terri.vise@nhcare.org">terri.vise@nhcare.org</a>

Bruce Kulpa	Commissioner, Primary, Private Sector	4250 Brockton Avenue, Riverside, CA 92501	(951) 341-0170	<a href="mailto:kulpabruce@aol.com">kulpabruce@aol.com</a>
Irene Morales	Commissioner, Alternate, Private Sector	1040 Iowa Avenue, Suite 101, Riverside, CA 92507	(951) 368-2540	<a href="mailto:imorales@ids.org">imorales@ids.org</a>
Michael Wright	Alternate, Private Sector, Education	Riverside City College, Director Workforce Preparation 4800 Magnolia Ave, Riverside, CA 92506	(951)222-8968	<a href="mailto:Michael.wright@rcc.edu">Michael.wright@rcc.edu</a>
Vacant	Alternate, District 2			
Vacant	Alternate-at-Large, Low- Income Representative			
Vacant	Alternate, Public Sector			
Vacant	Alternate, Private Sector, Health Care			

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Riverside		<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i> 	ATTEST: KECIA HARPER-IHEM, Clerk	<i>DATE</i> 8/10/15
<i>Printed Name and Title of Person Signing</i> Marion Ashley, Chairman of the Board of Supervisors	By  DEPUTY	
<i>Date Executed</i> 8/10/15	<i>Executed in the County of</i> Riverside	

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:  
1) the dangers of drug abuse in the workplace;  
2) the person's or organization's policy of maintaining a drug-free workplace;  
3) any available counseling, rehabilitation and employee assistance programs; and,  
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:  
1) receive a copy of the company's drug-free workplace policy statement; and,  
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
  - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.



8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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**Community Services and Development  
 Federal Funding Accountability and Transparency Act Report Form**

**Return with the Contract**

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub-award report by the end of the month following the month in which CSD awards funds greater than or equal to \$25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form with the signed Contract. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report forms to your respective program e-mail address listed below:

**Department of Energy Weatherization Assistance Program:** Wx@csd.ca.gov

**Community Services Block Grant:** CSBGDIV@csd.ca.gov

**Lead Hazard Control:** LEADGrants@csd.ca.gov

**Low Income Home Energy Assistance Program:** Wx@csd.ca.gov

**NOTE: If your agency receives multiple Community Services and Development (CSD) awards under various programs (i.e., Community Services Block Grant (CSBG), Weatherization Assistance Program (WX), Lead Hazard Control Program (LHCP), Low-Income Home Energy Assistance Program), complete a separate form for each program .**

**AGENCY/SUB-AWARDEE INFORMATION**

Agency Name				
Program Type ( <i>check one</i> )	<input type="checkbox"/> CSBG	<input type="checkbox"/> LEAD	<input type="checkbox"/> LIHEAP	<input checked="" type="checkbox"/> DOE WAP
Contract #(s) ( <i>list all active contracts for the selected program</i> )	15C-1026			
Contract Period(s) ( <i>mm/dd/yy - mm/dd/yy</i> )	September 1, 2015 - February 29, 2016			
Agency Unique Identifier (DUNS Number)	105920057			
Agency Primary Contact Information ( <i>person responsible for completing this form</i> )	Name:	Brenda Freeman		
	Title	Executive Director		
	E-mail:			
	Phone:	951-955-4900		
Location of Agency	Mailing Address:	2038 Iowa Avenue, Suite B-102		
	State:			
	Zip + 4 digits ( <i>+4 digit is required</i> )	92507-2412		
	U.S. Congressional District:	41st, 36th, 42nd, and 50th		
	State Assembly District:	42nd, 56th, 60th, 61st, 67th, 71st and 75th		
	State Senate District:	23rd, 28th and 31st		

Department of Community Services and Development  
 CSD 279 (Rev. 1/2015)

Place of Performance <i>(where program funds are primarily spent, if different from agency location above)</i>	Street Address:	SAME AS ABOVE
	State:	
	Zip + 4 digits (+4 digit is required)	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Does your agency's total annual federal funding exceed \$25 million? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Is your agency one of the entities described below? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <ul style="list-style-type: none"> <li>▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS).</li> <li>▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).</li> </ul>	
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, <u>you are now finished completing this form.</u> )	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

## Description of Information Requested

### Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award funds multiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

### Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

- a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and
- b) Compensation information is not readily available through reporting to the IRS on a Form 990 (section 6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC). SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR

Part 170 for exemption <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf> criteria.

## Additional Resources

Unique Identifier (DUNS Number)	
The Data Universal Numbering System (DUNS) is the widely used system for identifying business entities on a location specific basis. The DUNS number remains with the company location to which it has been assigned even if it closes and goes out of business.	<a href="https://iupdate.dnb.com/iUpdate/companylookup.htm">https://iupdate.dnb.com/iUpdate/companylookup.htm</a>
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	<a href="https://tools.usps.com/go/ZipLookupAction!input.action">https://tools.usps.com/go/ZipLookupAction!input.action</a>
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	<a href="http://www.house.gov/representatives/find/">http://www.house.gov/representatives/find/</a>
State Assembly and Senate District	<a href="http://findyourrep.legislature.ca.gov/">http://findyourrep.legislature.ca.gov/</a>
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	<a href="http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm">http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm</a>
FFATA Subaward Reporting System (FSRS) website	<a href="https://www.fsrs.gov/">https://www.fsrs.gov/</a>