

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

431



SUBMITTAL DATE:
October 5, 2015

FROM: Department of Public Health/Community Action Partnership of Riverside County

SUBJECT: Ratify the Agreement with the Regional Access Project Foundation from July 1, 2015 through October 15, 2015 for the Cool Centers Program. District 4. [\$20,000]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and direct the Chairman of the Board to sign the Agreement between the Regional Access Project (RAP) Foundation and Riverside County Department of Public Health/Community Action Partnership in the amount of \$20,000 to fund the Cool Center Program covering the term July 1, 2015 through October 15, 2015;
2. Authorize the Executive Director of Community Action Partnership to sign assurances, exhibits and reports made under the Agreement;
3. Authorize the Executive Director of Community Action Partnership to administer the Agreement; and
4. Approve and direct the Auditor Controller to adjust the budget as detailed in the attached Schedule A.

BACKGROUND:

Summary

(continued of page 2)

BSF:os

Susan D. Harrington, Director
Department of Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 20,000	\$ 0	\$ 20,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% Regional Access Project Foundation
Budget Adjustment: Yes
For Fiscal Year: 2015-2016

C.E.O. RECOMMENDATION:

APPROVE

BY:
Donna Shaw

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione 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: October 20, 2015
xc: Public Health/CAP, Auditor

Kecia Harper-Ihem
Clerk of the Board

By:
(Deputy)

Prev. Agn. Ref.:

District: 4

Agenda Number:

3-14

FORM APPROVED COUNTY COUNSEL
DATE 10/7/15
BY: GREGORY P. PRIAMOS

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
DATE 10/7/15
BY: SUSAN D. HARRINGTON

Departmental Concurrence

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

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

FORM 11: Ratify the Agreement with the Regional Access Project Foundation from July 1, 2015 through October 15, 2015 for the Cool Centers Program. District 4. [\$20,000].

DATE: October 5, 2015

PAGE: 2 of 3

BACKGROUND:

Summary (continued)

Community Action Partnership has administered the Cool Center Program since 2001 as part of its Energy Crisis Response Plan. The Plan was a comprehensive response to the impact of extreme temperatures on low-income county residents, especially targeting vulnerable seniors, disabled individuals, and small children, with emphasis in the desert areas (eastern Riverside County) where temperatures often exceed 105 degrees from May through October. In 2010, Community Action Partnership expanded its Energy Crisis Response Plan to include Warm Centers from December 1 through March 31. Warm centers are activated when forecasted temperatures are 40° or below for three to five consecutive days.

Since 2007, RAP Foundation has funded Community Action Partnership to assist in the implementation and operation of the Cool/Warm Centers program in eastern Riverside County. The funding supports nutritional snacks, water, educational materials/games for the following four (4) sites: (1) Rummond Senior Center, (2) North Shore Yacht Community Center, (3) Well in the Desert, and (4) City of Blythe.

This Grant Agreement establishes the 2015 funding to continue implementation of these services. These services have been provided; and the amount to assist these services are been partially reimbursed.

Impact on Citizens and Businesses

Through this grant and a newly established partnership with Sunline Transit Agency, transportation will also be paid and provided for seniors, elderly, and the disabled to the nearest cool center.

Statistics on mortality and hospital admissions indicate that death rates increase during extremely hot and cold days, particularly among the very old and the very young. The Cool Center program is a comprehensive strategy to address the impact of extreme hot weather on vulnerable low-income residents, such as those with chronic heart or lung disease, the elderly, disabled, infants and small children. Residents are encouraged to visit a Cool Center to provide relief from the heat in situations where access to cooling is not available and to help reduce high-energy costs during the summer months.

SUPPLEMENTAL:

Additional Fiscal Information

No County General Funds are required.

Contract History and Price Reasonableness

Since 2007, RAP Foundation has funded Community Action Partnership to assist in the implementation, operation and partial reimbursement of the Cool/Warm Centers program in eastern Riverside County.

ATTACHMENTS:

A. BUDGET ADJUSTMENT

Budget adjustment is required as specified in Schedule A attached.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratify the Agreement with the Regional Access Project Foundation from July 1, 2015 through October 15, 2015 for the Cool Centers Program. District 4. [\$20,000].

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SCHEDULE A

Department of Public Health/Community Action Partnership
Budget Adjustment
Fiscal Year 2015/2016

INCREASE IN EST. REVENUE:

CAARC-21050-5200300000-781480	Program Revenue	\$20,000
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INCREASE IN APPROPRIATIONS:

CAARC-21050-5200300000-527780	Special Program Expense	<u>\$20,000</u>
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Total		\$ 20,000
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RAP FOUNDATION

GRANT AGREEMENT Renewal Agreement Acct # 7134 – Grant Year Nine

This Grant Agreement ("Grant Agreement") is entered into by and between Regional Access Project Foundation, Inc., a California public benefit non-profit corporation ("the Foundation") and Community Action Partnership of Riverside County ("the Provider") as of this 1st day of July 1, 2015.

RECITALS

WHEREAS.

- A. The Foundation was established for the purpose of enhancing and facilitating health, mental health and juvenile intervention services in Eastern Riverside County ("the Region");
- B. The Foundation derives funds pursuant contractual arrangements with the County of Riverside ("County");
- C. The Foundation has explored innovative alternatives for the provision of services for residents residing in eastern Riverside County through Community Action Partnership of Riverside County for the Cool Centers program. Four sites needing funding support are operating as Cool Centers of which two are new sites in the Region. Community Action Partnership continues to seek other sites to operate as Cool Centers;
- D. The Provider executed the required proposal applying for a *Small Grant Request for renewal purposes*, and has represented to the Foundation that the Provider has the facilities, expertise and personnel required to establish an efficient and cost effective means of implementing and operating the Program in the Region; Monday through Friday except for holidays (closed days) which will be noticed by calendar; and,
- E. The Foundation desires to provide a Grant to Provider during the Foundation's fiscal year 2015//2016 ("Foundation's Fiscal Year") to assist Provider in its implementation and operation of the Program in the Region.

AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. GRANT.

The Foundation hereby awards the sum of up to Twenty Thousand Dollars (\$20,000.00) ("the Grant") for the Cool Centers program to the Provider and the Provider accepts the Grant for use exclusively in Provider's operation and implementation of the Program, subject to the terms and conditions of this Grant Agreement.

2. PURPOSE AND SCOPE OF GRANT.

The Grant shall be used only in the Region and in strict accordance with budgetary line items ("Budget") set forth by Provider in the Grant Application. Funding from the Grant may not be used for any other purposes without the prior written consent of the Foundation. Notwithstanding such limitation, upon written request to the Foundation allowing for modification of the budget and, upon showing by the Provider that the budget modification is required to implement the needs of the Program in the Region without materially modifying the purposes, goals or costs of the Program or the total amount of the Grant, Foundation may, in its sole discretion, consider allowing line transfers within the approved budget line items.

3. GRANT PAYMENTS.

A. Installment Payments.

Provided that Provider is in compliance with each of the terms and conditions of this Grant Agreement, the Grant shall be disbursed in one (1) payment of Ten Thousand Dollars (\$10,000.00) within thirty (30) days following execution of this Grant Agreement and remaining Ten Thousand Dollars (\$10,000.00) will be disbursed on a reimbursement basis from expenditure reporting with submission of copies of receipts, invoices and billing. Payments not to exceed total Grant Award amount of up to Twenty Thousand Dollars (\$20,000.00).

B. Change in Foundation's Funding.

Notwithstanding anything to the contrary contained in this Grant Agreement, if, for any reason, The Foundation's funding, including but not limited to the funding described in Recital A above, is reduced from levels contemplated by the Foundation on the date of this Grant Agreement, the Foundation shall have the right, at its option, to terminate or reduce the amount of the Grant or any installment thereof upon written notice to the Provider. In the event that such funding is reduced, Provider shall apply the remaining funds to the Program as directed by the Foundation. No reduction or termination pursuant to this Section 3B shall require the Provider to repay to the Foundation any installment previously disbursed to the Provider.

4. TERM.

The term of this Grant Agreement shall be from Year One from July 1, 2015 to October 15, 2015.

5. SELF SUFFICIENCY.

The Provider acknowledges that it is a material goal of the Foundation in making the Grant and entering into this Grant Agreement that the Program and the Provider become self-sustaining by the end of the Foundation funding. Based thereon, the Provider:

A. To induce the Foundation to enter into this Grant Agreement, represents to the Foundation that the Provider has identified funding sources other than the Foundation sufficient to operate the Program following the end of the program year ("Ongoing Funding"); and,

B. Agrees to take regular, systematic steps to apply for, solicit, and obtain Ongoing Funding. As part of each quarterly Evaluation Report to be provided pursuant to Section 9 below, the Provider shall provide to the Foundation a statement identifying the Provider's Ongoing Funding sources and the steps taken by the Provider to obtain such Ongoing Funding.

6. DEFAULTS, SUSPENSION AND TERMINATION.

A. Default.

In the event that:

- (1) The Provider fails to comply with any term or condition of this Grant Agreement within the time periods specified herein, time being of the essence;
- (2) The Provider fails to timely provide the Evaluation Reports to the Foundation;
- (3) There exists a conflict with any federal, state or local law, regulation or rule ("Law") rendering any of the provisions of this Grant Agreement invalid or untenable;
- (4) The Provider ceases operation of or materially alters the Program from that described in the Grant Application;
- (5) The Foundation, at its sole discretion and at any time, is not satisfied with the Program results being achieved by Provider;
- (6) The Provider or any parent, affiliate or subsidiary of Provider suffers a loss or change of its tax exempt status;
- (7) The Provider has its corporate or other business status suspended by any applicable agency;
- (8) The Provider or any parent, affiliate or subsidiary of Provider is enjoined by a Court from operating any program, including the Program;

- (9) The Provider ceases doing business;
- (10) The Provider or any parent, affiliate or subsidiary of Provider files for bankruptcy protection or becomes subject of any involuntary bankruptcy proceeding;
- (11). Any portion of the Provider's assets are attached or executed upon by any taxing authority or creditor of the Provider and such attachment is not discharged within fourteen (14) days of such attachment or execution;
- (12) The Provider merges with any other organization or transfers material control of the Provider or the Program without the prior advance written consent of the Foundation;
- (13) The Provider is notified by any third-party funding source that any funding by that source for any portion of the Program is being suspended or terminated by such source;
- (14) Any activities of the Provider or any parent, affiliate or subsidiary of Provider violate any Law;
- (15) The Provider is in breach of any agreement, including but not limited to any lease, contract or funding agreement, reasonably required by Provider to conduct the Program; or,
- (16) Any other event occurs that, in the reasonable discretion of the Foundation causes the Foundation to believe or suspect that the provisions of this Grant Agreement cannot be complied with by Provider;

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

B. Foundation's Remedies in the Event of Default.

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

- (1) Reduce the amount of funding payable to the Provider under this Grant Agreement;
- (2) Withhold funds for any Expenditure or Budget line item until corrective actions are taken by the Provider;
- (3) Disallow costs for and elect not to fund any Expenditure or activity not in compliance with this Grant Agreement;
- (4) Make changes in the scope of the Program funding under this Grant Agreement;

(5) Suspend funding for the Program until the Provider complies with the provisions of this Grant Agreement ("Suspension"); and/or

(6) Terminate this Grant Agreement ("Termination").

C. Suspension.

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

(1) Confirming receipt of the Suspension notice;

(2) Acknowledging to the Foundation that the Provider understands the corrective actions proscribed in such notice;

(3) Affirming that the Provider has taken each of the corrective actions required to be taken pursuant to such notice within such time period; and

(4) Providing evidence sufficient for the Foundation to confirm that such corrective actions have been taken.

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

D. Termination.

In the event of Termination of this Grant Agreement by the Foundation, any unexpended funds given to the Provider by the Foundation for the implementation and operation of the Program, together with any interest accrued thereon from any depository in which such funds have been deposited by the Provider shall be returned to the Foundation within fifteen (15) days of termination of this Grant Agreement, together with a Final Evaluation Report in accordance with Section 9 below.

E. Termination for Convenience.

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

7. MULTIPLE FUNDING SOURCES.

The Provider represents and warrants to the Foundation that, except as disclosed in the Grant Application, the Provider has not received and has no expectation of receiving funding from any Federal, State, County, City, Agency, private, charitable or other sources and applied, or expected to be applied, to offset, in whole or in part any of the costs incurred by the Provider in operating the Program during the Fiscal Year. Upon written request by the Foundation, the Provider shall, within fifteen (15) days, provide Foundation with a written statement listing all revenue received or expected to be received by the Provider from any Federal, State, County, City, Agency, private, foundation or other sources and applied, or expected to be applied, to offset, in whole or in part any of the costs incurred by the Provider in operating the Program.

8. DOCUMENTATION OF EXPENDITURES.

A. Prior to the first Installment due hereunder, Provider must establish, and maintain at all times during the Fiscal Year on a current basis, an accrual accounting system in accordance with Generally Accepted Accounting Principles ("GAAP").

B. All expenditures, accrued, paid or incurred by Provider ("Expenditures") pursuant to this Grant Agreement shall be reflected in written contracts, time records, purchase orders, invoices, cancelled checks and/or such other accounting documents as may customarily memorialize each such expenditure ("Expenditure Record") and such Expenditure Record shall be maintained in accordance with Generally Accepted Account Principles ("GAAP"). The Provider shall maintain and keep available all such documents for a period of three (3) years after the later of (1) the end of the Fiscal Year, or (2) the date on which the Foundation makes inquiry of the Provider into any such Expenditure.

9. REPORTS/UNEXPENDED FUNDS.

A. Evaluation Report Timing.

At such times and in such forms as the Foundation may require, Provider shall furnish to the Foundation such statements, records, reports, data and information pertaining to Provider's and the Program's performance, all Expenditures, and the use of funds hereunder. Without limiting the foregoing, the Provider shall submit one report to the Foundation:

- (1) One Evaluation Report including expenditures submitted no later than November 13, 2015.

B. Evaluation Report Contents.

Evaluation Report shall include, but not be limited to:

- (1) For each Cool Center, a written itemization of each expenditure; demographics of the clients using centers, education/information

opportunities provided including topics and speakers, data/record keeping on attendance –totals for duplicated and unduplicated clients and impact to clients utilizing centers.

(2) A certification executed under penalty of perjury by the Provider's Executive Officer or Chief Financial Officer stating that Expenditures are in accordance with the terms and conditions of this Grant Agreement and that such Evaluation Report has been rendered in accordance with Generally Accepted Accounting Principles and is true and correct in all respects;

(3) A written itemization of the Program results achieved by and summarizing the persons served by the Program during the immediately preceding quarter;

(4) A written statement listing all revenue received or expected to be received by Provider from any Federal, State, County, City, Agency, private, foundation or other sources and applied, or expected to be applied, to offset, in whole or in part any of the costs incurred by Provider in operating the Program;

(5) Any other matter reasonably requested by the Foundation and required by the Foundation to confirm application of the Grant in accordance with the terms and conditions of this Grant Agreement, and the effectiveness of the Program, as well as any matter reasonably required by the Foundation to enable it to comply with the Foundation's reporting obligations to any third party, including but not limited to the County;

(6) Each step taken by the Provider and the funding received, awarded or contracted, to be received by Provider to achieve Self Sufficiency pursuant to Section 5 above; and,

(7) In the case of the one Evaluation Report, a certification executed under penalty of perjury by the Provider's Executive Officer or Chief Financial Officer stating the Grant has been applied during the Fiscal Year to pay Expenditures of the Program and that Provider retains no unexpended Grant Funds.

C. Unexpended Grant Funds.

Notwithstanding other provision made in this Grant Agreement or attachments hereto, in the event that the Evaluation Report reveals that all or any portion of the funds paid by or contemplated to be paid by the Foundation pursuant to this Grant Agreement have not been fully expended for the purpose set forth in the Budget, such funds shall, upon request by the Foundation, be repaid by the Provider to the Foundation within ten (10) calendar days of The Foundation's written demand therefor.

10. INSPECTIONS.

The Provider shall, during normal business hours, upon not more than five (5) days notice, make available to the Foundation, its accountants, attorneys and auditors, all of the

Provider's books, records, contracts, time cards and any other documentation required by the Foundation to confirm application of the Grant and Provider's compliance with the terms and conditions of this Grant Agreement.

11. EMPLOYMENT, HIRING AND CONTRACTING PRACTICES.

A. Nondiscrimination.

The Provider shall not discriminate in the hiring of persons to fulfill its requirements hereunder based on race, religion, national origin, gender, age, medical disability or gender preference, marital status, exclude any person from participation in, deny any person the benefit of, nor subject any person to discrimination under any program or activity funded pursuant to this Agreement.

B. Professional Qualification.

The Provider shall take all actions necessary to confirm that all persons employed by or under contract to provide services to the Provider, including, without limitations, persons or companies providing medical services, mental health services, accounting services and legal services related to the Program, have such licenses or certifications required by Law.

C. Contracting.

The Provider shall not, without the prior disclosure to and written consent of the Foundation, enter into any lease, service contract, material supply contract, subcontract, or other agreement, with or use any portion of the Grant to pay any person or any Immediate Family of any person having any relationship, financial or otherwise, affiliate, direct or indirect, with the Provider, its officers, directors, or employees. In the event that consent of the Foundation is requested by the Provider to enter into any such contract or pay any sum otherwise prohibited by this subsection D, the Provider shall provide, in addition to such other information as the Foundation may request, evidence that contract sought to be filled has been solicited from parties who are not Immediate Family members, that the Provider has accepted and the Provider's Board of Directors has evaluated, bids and proposals from parties who are not Immediate Family members, that the Immediate Family member possesses qualifications equal to or greater than other parties making bids or proposals of applicants for the advertised contract, and that sums paid to the Immediate Family member do not exceed the costs of contracting with persons who are not Immediate Family members or companies owned by Immediate Family members. The Foundation's consent to any such hiring may be withheld in the Foundation's sole and absolute discretion.

12. PARTIES' INDEPENDENT STATUS. NO AGENCY, PARTNERSHIP, EMPLOYMENT OR JOINT VENTURE

Each of the parties to this Grant Agreement is, as of execution hereof, acting, and at all relevant times, shall act and an independent contracting party. Nothing in this Grant Agreement or in any activity undertaken in connection with, pursuant to, or related to the Grant or the

Program, shall be deemed to create a partnership, joint venture, employment or agency relationship between the Provider and the Foundation.

13. RELIGIOUS AND POLITICAL ACTIVITIES.

No portion of the Grant will be used for lobbying or political activities or to promote religious activities.

14. NOTICES.

Any notices required or desired by either party shall be addressed and personally delivered or sent by certified mail, return receipt requested, to the respective parties as set forth below and shall be deemed effective upon personal delivery or deposit in the United States mail:

<p>To the Foundation:</p> <p>Regional Access Project Foundation 75-105 Merle Drive Suite 800 Palm Desert, CA 92211 Attn: Chief Executive Officer</p>	<p>To the Provider:</p> <p>Community Action Partnership of Riverside County 2038 Iowa Avenue, Suite B-102 Riverside, CA 92507 Attn: Executive Director</p>
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15. COMPLIANCE WITH LAW.

The Provider shall comply with all Laws, and shall keep in full force and effect all licenses, permits, notices and certificates required by all Laws pertinent to the Provider's operations and activities, including those affecting the Program or any activity funded with the Grant.

16. NO ASSIGNMENT/SUCCESSORS.

The Provider shall not assign any interest in this Grant Agreement to any other person or entity without the express prior written consent of the Foundation, which consent may be withheld by the Foundation in its sole and absolute discretion. In the event that the Foundation approves any such assignment, then such assignee shall be bound by all of the provisions contained in this Grant Agreement and the assignee so permitted and the Provider shall be jointly and severally liable for all of the Provider's obligations hereunder. The Foundation's consent to any such assignment shall not relieve the Provider of obligations hereunder. Consent to one assignment, shall not be deemed to consent to any further assignment.

17. WAIVER OF PERFORMANCE.

The failure or election by the Foundation not to require performance by Provider of any provision of this Grant Agreement shall not be deemed a waiver thereof by the Foundation. No waiver by the Foundation of any provision of this Grant Agreement shall be construed as a

waiver of the same or any other provisions contained herein or of the Requirement of Provider's strict and timely performance of such provisions.

18. SEVERABILITY.

Except as provided in Section 6.A.(3), the invalidity of any provision in this Grant Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of or performance under any other provision herein.

19. ATTORNEYS' FEES.

In the event of any litigation between The Foundation and Provider, including, but not limited to any claim for indemnity, defense arising from this Grant Agreement, the unsuccessful party to such litigation or arbitration agreed to pay to the successful party, all costs and expenses, including reasonable attorney's fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.

20. SECTION AND PARAGRAPH HEADINGS.

The section and paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this agreement.

21. LIABILITIES, INDEMNIFICATION AND INSURANCE.

A. No Liability.

The Foundation (and the Foundation's funding sources, including, but not limited to, the PDRA and the County, by virtue of their funding of the Foundation) serve solely in the capacity as charitable funding sources for the Provider's activities and, as such, shall have no liability, expressed or implied, for any act or omission arising from or related to the Program or the Provider's activities, acts, errors, or omissions.

B. Indemnity, Defense and Hold Harmless Agreement.

(1) The Provider shall indemnify, defend, and hold the Foundation and its respective Board members, officers, Chief Executive Officer, agents, attorneys and/or employees ("Related Parties") harmless from any and all claims, suits, or causes of action, including, but not limited to claims, suits or causes of action of any kind ("Claims"), including but not limited to any Claims seeking damages for Bodily Injury or property damage, arising out of or connected with, or alleged to be arising out of or connected with, this Grant Agreement, the Program, or any of Provider's actual or alleged activities, acts, errors or omissions. The term "Bodily Injury" expressly includes, without limitation, bodily injury to any employee, agent or contractor of the Provider. Bodily Injury shall mean physical injury to any person, emotional distress, death and/or loss of consortium. Such duties as set forth herein shall be owed to the Foundation to the full extent allowed by law and regardless of any alleged or actual negligence, liability or fault on

the part of the Foundation or any Related Parties, whether vicarious, direct, active, passive or concurrent, save and except that a duty to defend only, and no duty to indemnify, shall arise as to a party should it be finally adjudicated by a forum of competent jurisdiction that the said Bodily Injury, personal injury or property damage arises from the sole negligence or willful misconduct of the that party or that party. In the event that the Foundation's obligations to any third party, including but not limited to the Foundation's obligations to the PDRA or the County require the Foundation to indemnify, defend or hold such party harmless from any Claims, Provider, on its own behalf and on behalf of its insurers, hereby assumes the obligation to provide such indemnity, defense and agreement to hold such parties harmless from any and all claims in any way arising from or related to the Program or the activities of the Provider.

(2) The defense obligations contemplated herein are contingent only upon the tender by the applicable party, including but not limited to the Foundation, the PDRA, the County and their Related Parties, to the Provider of a claim that wholly or partially comes within the ambit of the provisions of this subsection 1 above and the Provider shall pay promptly when due and as incurred, all attorneys' fees and costs generated in the defense of any Claims as to the entire action and including bonds and the costs of appeal. No obligation any party claiming indemnity under this Grant Agreement shall be lessened, reduced, delayed or affected by the existence of other potential or actual indemnitors or insurers, or by the Providers' rights against any third party to contribution, subrogation or pro-ration.

C. Insurance.

(1) Prior to the date the first installment is due under this Grant Agreement, the Provider shall purchase and maintain as the named insured the following insurance coverages from a carrier or carriers admitted in California, acceptable to the Foundation:

(a) Workers Compensation and Employer's Liability insurance covering each and every worker employed by Provider funded by or in any way associated with this Grant Agreement sufficient to meet the requirements of any and all statutes applicable to Workers Compensation and Employer's Liability coverage;

(b) Comprehensive General Liability insurance written on an occurrence basis and covering all of Provider's operations, including, but not limited to the Program or any activity associated with or alleged to be associated with the Program or this Grant Agreement, with minimum limits of liability of not less than one million dollars (\$1,000,000) combined single limit. Such insurance shall contain all standard comprehensive general liability broad form terms and conditions including coverage for liability for Bodily Injury, property damage, personal injury, and contractual liability;

(c) Automobile bodily injury and property damage insurance providing coverage for the ownership, maintenance and use of a vehicle, whether owned or non-owned, while being used in connection with the Program or any activity funded by this Grant Agreement, with minimum limits of liability of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage; and,

(d) Professional liability insurance written on an occurrence or claims-made basis covering any of Provider's operations, including but not limited to Program activities, if any, excluded pursuant to the terms of Item (b) above.

(2) Any insurance policy or policies required to be obtained to fulfill the insurance requirements of this Section 21C shall name the Foundation as additional insured, such coverage to be afforded to the Foundation to the same extent it is afforded to the Provider and shall not be subject to any exclusion, limitation or condition to which the coverage afforded the Provider is not also subject. Insurance obtained pursuant to this Grant Agreement shall be deemed primary insurance to any insurance policy that the Foundation may obtain for such party's own benefit, which policy shall be deemed excess or secondary, and not contributing with insurance obtained by Provider to fulfill the insurance requirements herein, regardless of any language contained in any or all policies at issue. Certificates of Insurance evidencing the coverages and Additional Insured Endorsements naming all parties to be covered pursuant to this Section 21 shall be delivered to the Foundation prior to the due date of first installment of any funding due to the Provider under this Grant Agreement. Inadvertence on the part of Foundation or any other beneficiary of this Section 21C in enforcing this requirement shall not be deemed a waiver of the requirement or of the obligation to provide insurance. Such certificates shall provide that the insurance thereby evidenced will not be cancelled until the expiration of at least thirty (30) days after written notice of cancellation has been given to the party entitled to coverage under this Section 21C.

(3) In the event of any failure by Provider to comply with the provisions of this Section 21, the Foundation, shall, at the Foundation's sole option, have recourse to the following remedies, which shall not be exclusive of each other or of any other remedy available to the Foundation by virtue of Contract language or the operation of law:

(a) The Foundation may procure insurance to satisfy the Provider's obligations and charge back to the Provider or withhold and deduct from amounts due and owing to the Provider under this Grant Agreement, the full cost and expense of the premium generated thereby, but nothing herein shall be deemed an obligation upon the Foundation to do so; and,

(b) The Foundation may collect from (or withhold from sums due under this Grant Agreement to) the Provider to the full extent of any and all consequential damages flowing directly or indirectly from Provider's failure to provide the coverages and evidence of insurance called for to be provided by Provider.

(4) The issuance or maintenance of insurance by Provider or the Foundation shall not be deemed or construed to release, limit, waive or discharge the Provider from any obligation imposed by this Grant Agreement or implied by Law.

(5) Without limiting any of the Provider's obligations under this Agreement, in the event that the Provider is permissibly self insured for any of the coverages to be provided pursuant to this Section 21, or otherwise fails to provide the coverages pursuant to this Section 21, Provider shall indemnify, defend and hold Foundation harmless for attorneys fees, costs, expenses, Claims or liabilities of any kind to the extent and as if such coverages would apply.

22. INCORPORATION OF RECITALS AND GRANT APPLICATION.

The Grant Application and each of the Recitals to this Grant Agreement are incorporated herein by this reference and made a part of this Agreement.

23. ENTIRE AGREEMENT.

This Grant Agreement is intended by the parties hereto as the final expression of their agreement and understanding with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith. This agreement may be changed or modified only upon written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed on the date first written above.

REGIONAL ACCESS PROJECT FOUNDATION, INC., California non-profit corporation

By: Leticia De Lara Date 7/14/15
Leticia De Lara, Chief Executive Officer

PROVIDER

By: Marion Ashley Date 10/20/15
Board of Supervisors, Riverside County
MARION ASHLEY

Exhibit A
Copy of Grant Documents and Related Information

ATTEST:
KECIA HAPPER-HEIN, Clerk
By: [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: [Signature] DATE 10/15/15
NEAL R. KIPNIS

RAP Use Only
Application #
Date Received

RAP

FOUNDATION

Health, Mental Health, Juvenile Intervention

SMALL GRANT APPLICATION

The Regional Access Project Foundation provides funding, oversight, technical assistance and guidance to nonprofit, community based organizations or other collaborative groups, which serve the populations of eastern Riverside County in the areas of health, mental health, and juvenile intervention.

Title of Project: Cool Centers

Organization Name: Community Action Partnership of Riverside County (CAP Riverside)

Address: 2038 Iowa Avenue, Suite B-102, Riverside, CA 92507

Contact Person: Debra Jackson, Planning Manager

EIN: 95-6000-930

Telephone: 951-955-4900

Fax Number: 951-955-6494

Email Address: dpjackso@capriverside.org

Date: Revised June 18, 2015

Requested Grant Amount: \$15,000

Please Attach the Following:

- **Description of your organization**
- **Narrative explanation of the program – include goals and objectives, indicate whether volunteers are used – provide information about all staff persons requiring special certifications or licenses including copies of those certifications or licenses**
- **Narrative explanation of the funding request – Why do you need the funds at this time and how will it be used?**

- **Organization and Program budget including narrative explaining the components and specific costs associated with the program – Include any other funding sources and address sustainability plans for the program /services and the organization.**
- **List of all participant organizations (if any) and their role in the program and provide copies of MOUs**
- **Most recent 990 or Financial Statement or Audit - Include assets and liabilities of organization**
- **Narrative explanation of the evaluation process to be used to measure the success of the program**

Be advised that all approved requests will be required to provide copies of receipts for all expenditures, and demographic information as appropriate for the specific request. Reporting requirements will be provided following approval of any grants. Also be advised that indirect expenses are typically not approved. If you have questions, please call Ms. Guenther-James for information.

Also include the following unless you are currently funded for another project in which case, only include those documents that have changed.

- Documentation of insurance coverage
- Copy of IRS 501(c)(3) Exemption letter
- Cover letter (optional but suggested)
- Federal EIN
- Articles of Incorporation
- Mission statement
- List of Board Members and affiliations

All documents and the Cover Letter should be sent to:

Eva Guenther - James
 Grants Program Manager
 Regional Access Project Foundation
 73-710 Fred Waring Drive, Suite 102
 Palm Desert, CA 92260

Signature of Person Authorized to Sign for the Organization

Signature: 

Title: Executive Director

Print Name: Brenda Salas Freeman

Date: June 18, 2015

In the event you currently have or previously had a funded program please sign one of the following:

All documents have been previously provided and are on file in the Regional Access Project Foundation offices. There have been no changes on any of the required documents.

Signed: _____ Date: _____

OR

All documents have been previously provided and are on file in the Regional Access Project Foundation offices. The only changes are to the following documents:

- List of Board Members and Affiliations
- Single Audit Report for the Year Ended June 30, 2014

Copies have been included in the application packet.

Signed: Brenda Furman _____ Date: June 18, 2015

Description of your organization

Established in 1979, Community Action Partnership of Riverside County (CAP Riverside) is a Community Action Agency (CAA) formed under the 1964 Economic Opportunity Act known as the "War on Poverty." The agency is a member of a national network of 1,100 CAAs. CAP Riverside is a public CAA under the authority of the Riverside County Board of Supervisors. CAP Riverside is also a branch under the Riverside County Department of Public Health.

As required by federal regulations for CAAs, CAP Riverside has a tri-partite board comprised of representatives from the low-income community, private, and public sectors. This board provides guidance and governance to CAP Riverside in addition to the Board of Supervisors.

CAP Riverside believes that helping people help themselves is the key to self-sufficiency for individuals and organizations. It has four strategic goals: 1) Education and Wealth Building (Family Economic Security); 2) Advocacy (Leadership Enhancement); 3) Community Organizing (Community Mobilization and Revitalization); and 4) Agency Capacity Building. Core services include: utility bill payment assistance; home weatherization programs; energy conservation education; a Dispute Resolution Program that provides community and court mediation services, mediation certification training, community education on mediation, and school-based youth peer mediation; youth employment, mentoring, and tutoring services; on-the-job training programs; disaster preparedness training and relief (including cool and warm centers); and food security support leveraged with healthy living programs. Referral programs through partnerships include: substance abuse programs, mental health services, health care, healthy living training, veterans services, shelter needs, domestic violence intervention and counseling, food assistance, transportation, child care, and literacy skills development.

CAP Riverside has 36 years of anti-poverty and community organizing experience that include: the planning, design, maintenance and evaluation of community-based programs that assist economically disadvantaged children and families; organizing and coordinating community meetings; providing data management and monitoring; and coordinating networking activities for financial partners, referral partners and service partners. It is also the intent of CAP Riverside to help nurture and develop grassroots programs in becoming sustainable, capacity-building entities within their communities.

Narrative Explanation of the Program

The Cool Center Program originated under CAP Riverside's Summer Energy Crisis Response Plan in 2001. It is a comprehensive strategy to address the impact of extreme hot weather on vulnerable low-income residents, such as those with chronic heart or lung disease, the elderly, disabled, infants and small children. A priority focus is the desert areas where temperatures often reach 120 degrees during the months of June through October. Statistics on mortality and hospital admissions show that death rates increase during extremely hot days, particularly among the very old and very young. A warming of two (2) degrees Fahrenheit could increase heat-related illnesses and deaths significantly. Twice as many people die each year from heat-related health conditions than from cold (U.S. Environmental Protection Agency, Weather and Health Impacts, 2006.). Residents are encouraged to visit a Cool Center to provide relief from the heat in situations where access to cooling is not available. Cool Centers are activated when the National Weather Service, monitored by the Riverside County Department of Public Health, forecasts temperatures of 105 degrees plus for three (3) to five (5) consecutive days and issues a

Heat Warning. However, due to the consistently extreme heat in the Coachella Valley, Cool Centers in this region have agreed to open when temperatures reach 97 degrees, whether or not a heat warning has been issued.

The following Cool Centers have been included in this RAP Foundation Small Grant proposal due to community members' lack of access to any other potential Cool Center site: 1) City of Blythe; 2) Well in the Desert (Palm Springs); 3) Christ is Salvation Church (Thermal); and, 4) North Shore Beach & Yacht Club Community Center (North Shore). Christ is Salvation Church is a replacement Cool Center site for the Rummond Senior and Community Center, which is no longer able to serve as a Cool Center. Blythe, Thermal, and North Shore are under-resourced and remote. They are also in the top ten (10) highest poverty pockets in Supervisorial District Four. Thermal and North Shore continue to have high census of Cool Center visitors, each averaging over 400 visits per month last season. The Well in the Desert is the only Cool Center that admits the homeless. In 2014, North Shore and Thermal nearly doubled their number of visits from 2,255 in 2013 to 4,122. Over the past five years, Blythe, North Shore, and Thermal have experienced 14,386 visits with 25% to 50% growth each year. The Well in the Desert is a new Cool Center without historical data. However, it is projected to have a significant census due to the homeless population it serves.

Goal

The goal is to provide vulnerable populations, seniors, disabled, and families with very young children living in disadvantaged communities, access to a safe and cool environment during extreme hot weather. Access includes emergency transportation to sites for those members of community who are most vulnerable.

Objective

Vulnerable populations will reduce their heat-related health risks during 4,000 visits to four (4) Cool Centers in Supervisorial District Four during the June 15, 2015 to October 15, 2015 Cool Center season.

Narrative explanation of the funding request

CAP Riverside is requesting \$15,000 to operate four (4) Cool Centers during the hot weather season of June 15, 2015 through October 15, 2015. The four (4) Cool Centers include: 1) City of Blythe; 2) Well in the Desert (Palm Springs); 3) Christ is Salvation Church (Thermal); and, 4) North Shore Beach & Yacht Club Community Center.

Why Funds Are Needed At This Time

Christ is Salvation Church and the Well in the Desert are low-budget, non-profit community organizations. They do not have the income or resources to cover the utility costs to have their facilities open extended hours. Normally, both sites close their doors at noon. They are willing to extend their hours to operate from 8:00 A.M. to 5:00 P.M., Monday to Friday to provide Cool Center services. The other two (2) sites are public facilities and do not require assistance with utilities.

All four (4) sites have high attendance, especially the North Shore Beach & Yacht Club Community Center and Christ is Salvation Church. This has a great impact on resources such as water and snacks. All of the Centers' educational activities supplies are damaged, broken, or

soiled and need to be replaced for this new season. There are some vulnerable populations who, in an emergency, may need transportation to a Center. Assistance is needed with cab fare, or other transportation, to transport them.

How Funds Will Be Used

The \$15,000 Small Grant will be used to pay for the electric costs to operate a Cool Center at Christ is Salvation Church and the Well in the Desert. It will also be used to purchase water, snacks, educational activities supplies, and emergency transportation for all targeted Centers.

Organization and Program Budget Narrative

The components and specific costs (\$15,000) associated to operating the Cool Centers are as follows:

Center	Utilities	Supplies/ Water/ Snacks	Educational Activities	Emergency Transportation	Total
City of Blythe	\$ 0	\$1,000	\$ 500	\$ 500	\$ 2,000
Christ is Salvation Church	\$3,000	\$1,500	\$ 500	\$ 500	\$ 5,500
North Shore Beach & Yacht Club Community Center	\$ 0	\$1,500	\$ 500	\$ 500	\$ 2,500
Well in the Desert	\$3,000	\$1,000	\$ 500	\$ 500	\$ 5,000
Grand Total:	\$6,000	\$5,000	\$2,000	\$2,000	\$15,000

Utilities (\$6,000): Electricity costs to operate the Cool Center for extended or regular business hours.

Supplies/Water/Snacks (\$5,000): Supplies, bottled water and nutritional snacks for hydration and nourishment.

Educational Activities (\$2,000): educational games, books, learning materials, videos for entertainment.

Emergency Transportation (\$2,000): cab fare or other transportation to transport vulnerable populations on an emergency basis.

Other Funding Sources

Community Services Block Grant (CSBG) funds will be used for program coordination, administrative support, and supply ordering/delivery. CAP Riverside is in the process of securing private sector donations to leverage with CSBG and RAP Foundation funding to purchase additional educational games and materials and additional nutritional snacks and bottled water.

Sustainability Plans for the Program/Services and the Organization

CAP Riverside strongly believes in vital community services and is committed to sustaining services through Community Service Block Grant (CSBG) funds and community support. The

Cool Centers are a collaborative effort among many organizations that provide cash support, volunteer staff, snacks and water, informational brochures, energy conservation information, educational materials, and special educational workshops, etc. for a county-wide network of fifty (50) Centers. CAP Riverside will continue to recruit cash and non-cash support for the program. CSBG will continue to be leveraged to fill the gaps.

Participant Organizations

The Riverside County Office of Emergency Services (OES) and the Voluntary Organizations Active in Disaster (VOAD) will provide volunteers to help staff the Cool Centers.

MOUs

A Memorandum of Understanding (MOU) with each Cool Center will be executed and is available upon request.

Current Audit

The 2014 County of Riverside Single Audit Report – Community Action Partnership of Riverside County was submitted with the April 15, 2015 application.

Evaluation Process to be Used to Measure the Success of the Program

CAP Riverside will use the following to track and evaluate the success of each Cool Center:

- Registration sheets: track demographics and variances in attendance; track duplicated and unduplicated visitors
- Department of Public Health (DOPH) Weather Notifications: track variances in weather and the number of extreme hot days
- Customer Survey: self-reporting benefits of attending a Cool Center, protection from the heat, and satisfaction with services and resources
- Success of outreach: track effectiveness of outreach methods based on variances in attendance

Cool Center staff will ensure that each visitor signs the registration sheet to document attendance. The number of attendees will be calculated and tracked, especially to compare utilization of the Cool Center with outreach efforts. Registration sheets will include demographic information such as age, gender, and disability. Staff will also ask each visitor to complete a Customer Survey before leaving the center to measure the success of their visit. The Customer Survey will include questions on type of services received (e.g., completed utility assistance application), education presentations participated in, first time or return visit, suggestions for improvement, and what they liked/disliked about the visit to the Cool Center. Evidence of reduction of heat-related illness is by proxy, whereas studies support the premise that protection from extreme heat reduces heat-related illness.

Community Action Partnership-Cool Center Needs RAP Grant Application-Additional Information

- ***During the summer months CAP the various cooling centers continue to pursue community support for items listed in the proposal.***

CAP Riverside has relied on, and is seeking continued support for in-kind donations (such as supplies, bottled water, nutritional snacks for hydration and nourishment, and educational games, books, learning materials, and videos) from the following partners who have donated to cool centers.

Past year donations include:

- Stater Bros.
- US Foods
- Walgreens
- IEHP
- Albertsons
- American Red Cross
- Southern California Edison

In addition, CAP Riverside has requested in-kind support from the following:

- Niagara Bottling, LLC
- Forest Lawn
- Nestle
- Morongo, Soboba, Fantasy Springs, and Agua Caliente

At the end of the season Community Action will gladly provide RAP with a spreadsheet detailing the ability to garner support and those approached successfully or unsuccessfully.

- ***Emergency transportation assistance in Coachella Valley:***

Attendees of the Rummonds Senior Community Center have expressed the need for emergency transportation, due to the lack of personal transportation or the inability to drive themselves, and to a lack of access to public transportation. This also allows us to service the needs of low income residents or physically challenged individuals who do not have transportation or ability to get to the cool site.

With morbidity rates increasing in the hot months in the desert region and heat advisories in effect we need to be able to provide low income Coachella Valley residents with abilities to get to the sites in order to prevent emergency situations. Coachella Valley having the highest temperatures in the county allows us to justify this need in this cool center region.

Criteria/Requirements will align with the Dial a Ride policies used by Riverside Transit Agency and Sunline Transit. The emergency transportation assistance will pertain to Seniors 65 and older or disabled.

Community Action is also exploring new partnerships with these agencies in order to better service our clients year round. In addition our plan is to include discussions of the cool center sites.

- ***Damaged, broken or soiled cool center educational activities/supplies in need of replacement:***

CAP Riverside has conducted site visits at each cool center site to determine the status and condition of each site's educational activities' supplies. Damaged educational activities' supplies are discarded and replaced with donated or grant-purchased items by CAP Riverside. These supplies are replenished annually, at the beginning of each cool center season.

If further detail is required Community Action will provide additional details to RAP at the end of the season or before the next application.