

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



FROM: Supervisor John J. Benoit, 4th District

**SUBMITTAL DATE:
March 9, 2016**

SUBJECT: Approval of First Amended and Restated Agreement with Regional Access Foundation, Inc. (RAP) in the amount of \$1,400,000 for the Provision of Health, Mental Health & Juvenile Services

RECOMMENDED MOTION: That the Board of Supervisors:

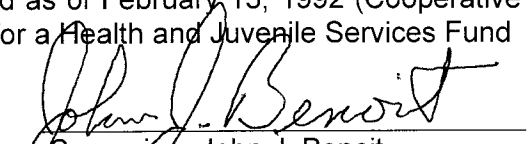
1. Approve the First Amended and Restated Agreement with RAP for the provision of Health, Mental Health and Juvenile Services in Eastern Riverside County (Agreement).
2. Authorize the Chairman to execute the Agreement.
3. Authorize the Chief Executive Officer (CEO) or his designee to approve up to five (5) annual extensions upon mutual agreement of the parties and within the financial parameters set forth in the Agreement.
4. Authorize the CEO or his designee to administer the Agreement.

BACKGROUND:

Summary

This Agreement is pursuant to the Cooperative Agreement by and between the County, the City of Palm Desert and the Palm Desert Redevelopment Agency (RDA) dated as of February 13, 1992 (Cooperative Agreement). Section 11 of the Cooperative Agreement provided for a Health and Juvenile Services Fund

Continued on page 2

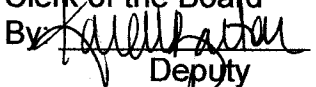

Supervisor John J. Benoit
Fourth District Supervisor

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,400,000	\$ 1,400,000	\$	\$ 1,400,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: County Health and Juvenile Services Fund 4 th District				Budget Adjustment:	
				For Fiscal Year:	

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: Washington
Date: March 29, 2016
xc: Supvr. Benoit, E.O.

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

3-4

A-30 Positions Added
4/5 Vote Change Order

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11a: Approval of First Amended and Restated Agreement with Regional Access Foundation,
Inc. (RAP) in the amount of \$1,400,000 for Health, Mental Health and Juvenile Services**

DATE: March 9, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

consisting of "an amount of tax increment equal to the amount of sales tax generated by the "site," which is the area added to the RDA Project Area 1, the Monterey Avenue projects.

On July 20, 1993 the County entered into an agreement with RAP to act on behalf of the County to provide the services set forth in the Cooperative Agreement. The funds provided pursuant to this Agreement are "pass through" funds paid to the County by the City and now Successor Agency to the former RDA for the specific purposes of providing health, mental health, and juvenile facilities and program needs in the eastern area of the County. The annual funding amount is based upon a reconciliation of the funds received annually for the Health and Welfare Fund.

The proposed First Amended and Restated Agreement further clarifies the requirements of the parties and provides for greater oversight by the County.

Impact on Citizens and Businesses

The services provided pursuant to this agreement provide valuable services to the citizens of the Coachella Valley in the area of health, mental health and juvenile services.

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FIRST AMENDED AND RESTATED AGREEMENT

for

Health, Mental Health and Juvenile Services in the Coachella Valley

Between

Regional Access Project RAP FOUNDATION, Inc.

and

County of Riverside



1 THIS FIRST AMENDED AND RESTATED AGREEMENT ("Agreement") is made and
2 entered into this ____ day of _____, 2015, by and between REGIONAL
3 ACCESS PROJECT RAP FOUNDATION, INC., A California Nonprofit Benefit Corporation
4 ("RAP FOUNDATION"), and the COUNTY OF RIVERSIDE, a political subdivision of the State
5 of California, ("COUNTY").

6 RECITALS

7 WHEREAS, prior to 1993, COUNTY prepared a needs assessment to evaluate
8 the provision of health, mental health, and juvenile services in eastern Riverside
9 County;

10 WHEREAS, the assessment identified a variety of unmet health, mental health,
11 and juvenile service needs;

12 WHEREAS, COUNTY appointed an advisory committee to make
13 recommendations with respect to implementation of innovative solutions to these unmet
14 needs;

15 WHEREAS, RAP FOUNDATION was formed at the recommendation of the
16 advisory committee for the purpose of providing, or causing to be provided, health,
17 mental health, and juvenile services;

18 WHEREAS, COUNTY found it advantageous and appropriate for RAP
19 FOUNDATION and COUNTY to jointly implement innovative solutions to address unmet
20 health, mental health, and juvenile service needs in Eastern Riverside County;

21 WHEREAS, COUNTY pursuant to Section 11 of that certain Cooperative
22 Agreement between the COUNTY, City of Palm Desert and the Palm Desert Successor Agency
23 (Successor in interest to the Palm Desert Redevelopment Agency), dated February 13, 1992
24 (1992 Cooperative Agreement), COUNTY receives tax increment funding from the Palm Desert
25 Successor Agency;

26 WHEREAS, in 1993 COUNTY engaged the RAP FOUNDATION to provide
27 health, mental health, and juvenile services, in part, on behalf of COUNTY;

1 WHEREAS, the unmet need for health, mental health, and juvenile services in
2 Eastern Riverside County continues to remain significant;

3 WHEREAS, on or about July 20, 1993, COUNTY and RAP FOUNDATION
4 entered into an agreement ("Original Agreement") wherein COUNTY provided funding
5 to the RAP FOUNDATION pursuant to the 1992 Cooperative Agreement;

6 WHEREAS, COUNTY wishes to continue engaging RAP FOUNDATION to
7 provide such services, on behalf of COUNTY;

8 WHEREAS, a portion of the funds which the COUNTY provides to the RAP
9 FOUNDATION are from taxes generated within the City of Palm Desert;

10 WHEREAS, COUNTY and RAP FOUNDATION mutually wish to modify and
11 amend the terms and conditions of the Original agreement; and

12 WHEREAS, the above stated Recitals are hereby expressly made a part of this
13 Agreement.

14 NOW, THEREFORE, in the joint and mutual exercise of their powers, and in
15 consideration of the above premises and the mutual covenants herein contained and for
16 other valuable consideration, the parties hereto agree as follows:

17 **1. Description of Services**

18 1.1 RAP FOUNDATION is a regional organization providing health, mental health and
19 juvenile services in Eastern Riverside County which includes the unincorporated communities
20 of Bermuda Dunes, Mecca, North Shore, Oasis, Thermal, Thousand Palms and Mesa Verde
21 and the Colorado River Communities, as well as the cities of Blythe, Cathedral City, Coachella,
22 Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho
23 Mirage. RAP FOUNDATION provides assistance through grants, technical assistance to tax
24 exempt agencies and organizational service providers. Its programs include provision of
25 services and capacity building through funding, oversight, guidance, technical assistance,
26 education and training core areas of health, mental health and juvenile intervention. COUNTY
27 desires to partner with RAP FOUNDATION to provide health, mental health and juvenile
28 services directly and by providing assistance to local nonprofit organizations in order to

1 increase capacity for the provision of these services pursuant to the COUNTY's Action Plan.
2 RAP FOUNDATION shall provide services designed to meet the main goals set forth in Exhibit
3 A, SCOPE of SERVICES, attached hereto and incorporated by this reference not to exceed the
4 amount stated in Paragraph 3.1.

5 **1.2** RAP FOUNDATION represents that it has the skills, experience and knowledge
6 necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this
7 representation. RAP FOUNDATION shall perform to the satisfaction of the COUNTY and in
8 conformance and consistent with the highest standards of firms/professionals in the same discipline
9 in the State of California.

10 **1.3** RAP FOUNDATION affirms this it is fully apprised of all of the work to be performed
11 under this Agreement; and RAP FOUNDATION agrees it can properly perform this work at the fee
12 stated in Paragraph 3.1. RAP FOUNDATION is not to perform services or provide products outside
13 of the Agreement, unless by written request by the COUNTY.

14 **1.4** Acceptance by the COUNTY of RAP FOUNDATION'S performance under this
15 Agreement does not operate as a release of RAP FOUNDATION'S responsibility for full
16 compliance with the terms of this Agreement.

17 **2. Term**

18 **2.1** It is the intent of the County and RAP FOUNDATION that the provision of services
19 pursuant to this Agreement continue as long as the funding provided pursuant to paragraph (b)
20 of Section 11 of the Cooperative Agreement between the COUNTY, City of Palm Desert and the
21 Palm Desert Successor Agency (Successor in interest to the Palm Desert Redevelopment
22 Agency), dated February 13, 1992 (1992 Cooperative Agreement) remains available. It is the
23 intent of the Parties that the COUNTY and RAP will enter into successive agreements to
24 continue the provision of services contemplated under this Agreement as long as RAP remains
25 in compliance with the terms and conditions of the Agreement.

26 Notwithstanding the foregoing statement of intent, the term of this Agreement shall run from the
27 Effective Date through June 30, 2020. Thereafter, this Agreement may be extended for an
28 additional period of 5 years, upon mutual agreement of the Parties. RAP shall notify the County

1 not less than ninety (90) days prior to the expiration of this Agreement of its request to extend
2 for an additional 5 year term.

3 **3. Compensation**

4 **3.1** The COUNTY shall pay RAP FOUNDATION for services provided in Section 1.1
5 for the services contemplated by this Agreement as further set forth in the SCOPE OF
6 SERVICES defined in Exhibit A. Total compensation by COUNTY to RAP FOUNDATION shall
7 not exceed the One Million Four Hundred Thousand Dollars (\$1,400,000) for the current year,
8 including all expenses. The annual amount is subject to an annual reconciliation to ensure that
9 the total funding each year is equal to the amount available pursuant to paragraph (b) of
10 Section 11 of the 1992 Cooperative Agreement. Each year the funding will be adjusted up or
11 down in accordance with the annual reconciliation to coincide with the amount of taxes actually
12 collected pursuant to Section 11 of the Cooperative Agreement. Funds shall be disbursed in
13 two semi-annual disbursements. The disbursement of funds shall occur on or before January 1.
14 The second disbursement of funds shall occur on or before July 1. The COUNTY is not
15 responsible for any fees or costs incurred above or beyond the contracted amount.

16 **3.2** Funds provided pursuant to this Agreement shall be used to support tax exempt
17 organizations and agencies that provide services as set forth herein. Funds provided pursuant
18 to this Agreement shall not be utilized for services outside the service area and/or outside the
19 scope and focus of health, mental health and juvenile intervention.

20 **33** Funding for this Agreement is provided pursuant to the COUNTY obligation for
21 payment of this Agreement is subject to availability of funds pursuant to the 1992 Cooperative
22 Agreement. Further, the COUNTY obligation for payment of this Agreement beyond the
23 current fiscal year end is contingent upon and limited by the availability of COUNTY funding
24 from which payment can be made. No legal liability on the part of the COUNTY shall arise for
25 payment beyond June 30 of each calendar year unless funds are made available for such
26 payment. In the event that such funds are not forthcoming for any reason, COUNTY shall
27 immediately notify RAP FOUNDATION in writing; and this Agreement shall be deemed
28 terminated and have no further force and effect.

1 **3.4** All funds received by RAP FOUNDATION from COUNTY shall not be provided to
2 any registered political parties, any political candidates, or any political campaigns.. No funds
3 may be used for working for or against ballot measures or for or against the candidacy of a
4 person for public office

5 **3.5** RAP FOUNDATION may expend up to twenty (20) percent of the grant amount
6 for administrative costs, provided that such amounts are justified for the type and complexity of
7 the program, and that there are records to document these changes.

8 Administrative costs may include, but are not limited to, the following categories:

- 9
- 10 1. Salaries, wages, and related costs of the RAP FOUNDATION's administrative
 - 11 staff.
 - 12 2. Travel costs incurred in carrying out the general management of the program
 - 13 3. Administrative services performed under third-party contracts including contracts
 - 14 for legal services, accounting services, and audit services; and
 - 15 4. Other costs for goods and services related to the general management of the
 - 16 program including but not limited to rental and maintenance of office space,
 - 17 insurance, utilities, office supplies, and rental or purchase of office equipment.

18 **4. Alteration or Changes to the Agreement**

19

20 **4.1** The Board of Supervisors is the only authorized COUNTY representative who
21 may at any time, by written order, make alterations to this Agreement. If any such alteration
22 causes an increase or decrease in the cost of, or the time required for the performance under
23 this Agreement, an equitable adjustment shall be made in the Agreement price or delivery
24 schedule, or both, and the Agreement shall be modified by written amendment accordingly.

25 **4.2** Any claim by RAP FOUNDATION for additional payment related to this
26 Agreement shall be made in writing by RAP FOUNDATION within 30 days of when RAP
27 FOUNDATION has or should have notice of any actual or claimed change in the work which
28 results in additional and unanticipated cost to RAP FOUNDATION.

1 **5. Termination**

2 **5.1** COUNTY or RAP FOUNDATION may terminate this Agreement without cause
3 upon 30 days written notice served upon the other party stating the extent and effective date of
4 termination.

5 **5.2** COUNTY may, upon thirty (45) calendar days written notice, terminate this
6 Agreement for RAP FOUNDATION's default, if RAP FOUNDATION refuses or fails to comply
7 with the terms of this Agreement or fails to make progress so as to endanger performance and
8 does not cure such failure within thirty (45) calendar days after receipt of the written notice
9 ("Notice Period"). Any such written notice alleging a default upon the part of RAP
10 FOUNDATION, shall state with specificity the basis and reasons of any such default. In the
11 event of such termination, the COUNTY may proceed with the work in any manner deemed
12 proper by COUNTY.

13 **5.3** After expiration of the Notice Period and upon RAP FOUNDATION'S failure to
14 cure any default, RAP FOUNDATION shall:

15 (a) Stop all work under this Agreement on the date specified in the notice of
16 termination; and

17 (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY
18 any materials, reports or other products which, if the Agreement had been completed or
19 continued, would have been required to be furnished to COUNTY.

20 **5.4** After termination, COUNTY shall make payment only for RAP FOUNDATION'S
21 performance up to the date of termination in accordance with this Agreement.

22 **5.5** RAP FOUNDATION's rights under this Agreement shall terminate (except for
23 fees accrued prior to the date of termination) upon a material breach of this Agreement by RAP
24 FOUNDATION; or in the event of RAP FOUNDATION's unwillingness or inability for any
25 reason whatsoever to perform the material terms of this Agreement. In such event, RAP
26 FOUNDATION shall not be entitled to any further compensation under this Agreement.

1 **5.6** The rights and remedies of COUNTY provided in this section shall not be
2 exclusive and are in addition to any other rights and remedies provided by law or this
3 Agreement.

4 **6. Quarterly and Annual Reporting**

5 RAP FOUNDATION shall provide the COUNTY with the following:

6 **6.1** An annual report detailing program activities during the term within one hundred
7 twenty (120) days after the end of the fiscal year.

8 **6.2** Documentation on services provided and assistance provided to nonprofit
9 organizations, as well as other tax exempt organizations to meet the core goals of benefitting
10 the health, mental health and providing juvenile intervention services, in the form of written
11 notification to COUNTY within one hundred twenty (120) days after the end of the fiscal year.

12 **6.3** Within one hundred twenty (120) days of the end of each fiscal year, RAP
13 FOUNDATION must provide financial reports to COUNTY's Executive Office regarding RAP
14 FOUNDATION's activities, which reports must be in a form acceptable to said Executive Office
15 and must contain information relative to revenues received, expenditures incurred,
16 administrative overhead, programs funded and services provided.

17 **6.4** Annual Budget and work plan for current fiscal year (FY 2015/2016), and each
18 year thereafter during the term of the Agreement upon execution of the Agreement and not
19 less than sixty (60) days prior to the end of each fiscal year (the agreement term) thereafter.

20 **6.5** The Annual Budget shall be subject to review and approval of the Riverside
21 County Executive Office on behalf of County.

22 **6.6** Actual audited financial statements from 2014/2015 fiscal year, and each year
23 thereafter during the term of the Agreement within one hundred twenty (120) days after the end
24 of the fiscal year.

25 **7. Conduct of RAP FOUNDATION**

26 **7.1** RAP FOUNDATION covenants that it presently has no interest, including, but
27 not limited to, other projects or contracts, and shall not acquire any such interest, direct or
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1 indirect, which would conflict in any manner or degree with RAP FOUNDATION's performance
2 under this Agreement. RAP FOUNDATION further covenants that no person or contractor
3 having any such interest shall be employed or retained by RAP FOUNDATION under this
4 Agreement. RAP FOUNDATION agrees to inform the COUNTY of all RAP FOUNDATION's
5 interests, if any, which are or may be perceived as in conflict with RAP FOUNDATION'S
6 performance under this Agreement.

7 **7.2** RAP FOUNDATION shall not, under circumstances which could be interpreted
8 as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or
9 special favor from individuals or firms with whom RAP FOUNDATION is doing business or
10 proposing to do business, in accomplishing the work under this Agreement.

11 **7.3** RAP FOUNDATION or its employees shall not offer gifts, gratuity, favors, and
12 entertainment directly or indirectly to COUNTY employees.

13 **8. Inspection of Services**

14 **8.1** All performance shall be subject to inspection by the COUNTY. RAP
15 FOUNDATION shall provide adequate cooperation to COUNTY representative to permit him/her
16 to determine RAP FOUNDATION's conformity with the terms of this Agreement.

17 **9. Independent Contractor**

18 RAP FOUNDATION is, for purposes relating to this Agreement, an independent
19 contractor and shall not be deemed an employee of the COUNTY. It is expressly understood
20 and agreed that RAP FOUNDATION (including its employees, agents and subcontractors)
21 shall in no event be entitled to any benefits to which COUNTY employees are entitled,
22 including but not limited to overtime, any retirement benefits, worker's compensation benefits,
23 and injury leave or other leave benefits. There shall be no employer-employee relationship
24 between the parties; and RAP FOUNDATION shall hold COUNTY harmless from any and all
25 claims that may be made against COUNTY based upon any contention by a third party that an
26 employer-employee relationship exists by reason of this Agreement. It is further understood
27 and agreed by the parties that RAP FOUNDATION in the performance of this Agreement is
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1 subject to the control or direction of COUNTY merely as to the results to be accomplished and
2 not as to the means and methods for accomplishing the results.

3 **10. Subcontract for Work or Services**

4 No contract shall be made by RAP FOUNDATION with any other party for furnishing
5 any of the work or services under this Agreement without the prior written approval of the
6 COUNTY, which approval shall not unreasonably be withheld by County. Notwithstanding this
7 provision, County shall not require the approval of contracts of employment between RAP
8 FOUNDATION and personnel assigned under this Agreement, or for parties agreed to under
9 this Agreement.

10 **11. Disputes**

11 **11.1** The parties shall attempt to resolve any disputes amicably at the working level.
12 If that is not successful, the dispute shall be referred to the senior management of the parties.
13 Any dispute relating to this Agreement which is not resolved by the parties shall be decided by
14 the COUNTY Board of Supervisors who shall furnish the decision in writing. The decision of
15 the COUNTY's Board of Supervisors shall be final and conclusive unless determined by a court
16 of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous
17 as necessarily to imply bad faith. RAP FOUNDATION shall proceed diligently with the
18 performance of this Agreement pending the resolution of a dispute.

19 **11.2** Prior to the filing of any legal action related to this Agreement, the parties shall
20 be obligated to attend a mediation session in Riverside County before a neutral third party
21 mediator. A second mediation session shall be required if the first session is not successful.
22 The parties shall share the cost of the mediations.

23 **12. Licensing and Permits**

24 RAP FOUNDATION shall comply with all State or other licensing requirements,
25 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and
26 Professions Code. All licensing requirements shall be met at the time proposals are submitted
27 to the COUNTY. RAP FOUNDATION warrants that it has all necessary permits, approvals,
28 certificates, waivers and exemptions necessary for performance of this Agreement as required

1 by the laws and regulations of the United States, the State of California, the County of
2 Riverside and all other governmental agencies with jurisdiction, and shall maintain these
3 throughout the term of this Agreement.

4 **13. Non-Discrimination**

5 RAP FOUNDATION shall not be discriminate in the provision of services, allocation of benefits,
6 accommodation in facilities, or employment of personnel on the basis of ethnic group
7 identification, race, religious creed, color, national origin, ancestry, physical handicap, medical
8 condition, sexual orientation, marital status or sex in the performance of this Agreement; and, to
9 the extent they shall be found to be applicable hereto, shall comply with the provisions of the
10 California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code),
11 the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990
12 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

13 **14. Records and Documents**

14 RAP FOUNDATION shall make available, upon written request by any duly authorized
15 Federal, State or local agency, a copy of this Agreement and such books, documents and
16 records as are necessary to certify the nature and extent of RAP FOUNDATION'S costs
17 related to this Agreement. All such books, documents and records shall be maintained by RAP
18 FOUNDATION for at least five years following termination of this Agreement and be available
19 for audit by the COUNTY. RAP FOUNDATION shall provide to the COUNTY reports and
20 information related to this Agreement as requested by COUNTY.

21 **15. Confidentiality**

22 **15.1** RAP FOUNDATION shall not use for personal gain or make other improper use
23 of privileged or confidential information which is acquired in connection with this Agreement.
24 The term "privileged or confidential information" includes but is not limited to: unpublished or
25 sensitive technological or scientific information; medical, personnel, or security records;
26 anticipated material requirements or pricing/purchasing actions; COUNTY information or data
27 which is not subject to public disclosure; COUNTY operational procedures; and knowledge of
28 selection of contractors, subcontractors or suppliers in advance of official announcement.

1 **15.2** RAP FOUNDATION shall protect from unauthorized disclosure names and other
2 identifying information concerning persons receiving services pursuant to this Agreement,
3 except for general statistical information not identifying any person. RAP FOUNDATION shall
4 not use such information for any purpose other than carrying out RAP FOUNDATION's
5 obligations under this Agreement. RAP FOUNDATION shall promptly transmit to the COUNTY
6 all third party requests for disclosure of such information. RAP FOUNDATION shall not
7 disclose, except as otherwise specifically permitted by this Agreement or authorized in advance
8 in writing by the COUNTY, any such information to anyone other than the COUNTY. For
9 purposes of this paragraph, identity shall include, but not be limited to, name, identifying
10 number, symbol, or other identifying particular assigned to the individual, such as finger or
11 voice print or a photograph.

12 **16. Administration/Contract Liaison**

13 The Chief Assistant County Executive Officer, or designee, shall administer this
14 Agreement on behalf of the COUNTY.

15 **17. Notices**

16 All correspondence and notices required or contemplated by this Agreement shall be
17 delivered to the respective parties at the addresses set forth below and are deemed submitted
18 two days after their deposit in the United States mail, postage prepaid:

<u>COUNTY OF RIVERSIDE</u>	<u>RAP FOUNDATION</u>
Denise Harden	Leticia Delara
Principal Management Analyst	Chief Executive Officer
Riverside County Executive Office	REGIONAL ACCESS PROJECT RAP FOUNDATION, INC.
4080 Lemon Street, Suite 400	73-710 Fred Waring Drive, Suite 102
Riverside, California 92501	Palm Desert, CA 92260

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1 **18. Force Majeure**

2 If either party is unable to comply with any provision of this Agreement due to causes
3 beyond its reasonable control, and which could not have been reasonably anticipated, such as
4 acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable
5 for such failure to comply.

6 **19. EDD Reporting Requirements**

7 In order to comply with child support enforcement requirements of the State of
8 California, the COUNTY may be required to submit a Report of Independent Contractor(s) form
9 **DE 542** to the Employment Development Department ("EDD"). RAP FOUNDATION agrees to
10 furnish the required data and certifications to the COUNTY within 10 days of notification of
11 award of Agreement when required by the EDD. This data will be transmitted to governmental
12 agencies charged with the establishment and enforcement of child support orders. Failure of
13 RAP FOUNDATION to timely submit the data and/or certificates required may result in the
14 contract being award to another consultant. In the event a contract has been issued, failure of
15 RAP FOUNDATION to comply with all federal and state reporting requirements for child
16 support enforcement or to comply with all lawfully served Wage and Earnings Assignments
17 Orders and Notice of Assignment shall constitute a material breach of Agreement. If RAP
18 FOUNDATION has any questions concerning this reporting requirement, please call (916) 657-
19 0529. RAP FOUNDATION should also contact is local Employment Tax Customer Service
20 Office listed in the telephone directory in the State Government section under "Employment
21 Development Department" or access their Internet site at www.edd.ca.gov.

22 **20. Hold Harmless/Indemnification**

23 **20.1** RAP FOUNDATION shall indemnify and hold harmless the County of Riverside,
24 its Agencies, Districts, Special Districts and Departments, their respective directors, officers,
25 Board of Supervisors, elected and appointed officials, employees, agents and representatives
26 from any liability, claim, damage or action whatsoever, based or asserted upon any act or
27 omission of RAP FOUNDATION, its officers, employees, subcontractors, agents or
28 representatives arising out of or in any way relating to this Agreement, including but not limited

1 to property damage, bodily injury, or death. RAP FOUNDATION shall defend, at its sole cost
2 and expense, including but not limited to attorney fees, cost of investigation, defense and
3 settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and
4 Departments, their respective directors, officers, Board of Supervisors, elected and appointed
5 officials, employees, agents and representatives in any such action or claim. With respect to
6 any action or claim subject to indemnification herein by RAP FOUNDATION, RAP
7 FOUNDATION shall, at its sole cost, have the right to use counsel of its own choice and shall
8 have the right to adjust, settle, or compromise any such action or claim without the prior
9 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise
10 in no manner whatsoever limits or circumscribes RAP FOUNDATION's indemnification of
11 COUNTY. RAP FOUNDATION's obligations hereunder shall be satisfied when RAP
12 FOUNDATION has provided to COUNTY the appropriate form of dismissal (or similar
13 document) relieving the COUNTY from any liability for the action or claim involved. The
14 specified insurance limits required in this Agreement shall in no way limit or circumscribe RAP
15 FOUNDATION's obligations to indemnify and hold harmless the COUNTY.

16 **20.2** In the event there is conflict between this clause and California Civil Code
17 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
18 interpretation shall not relieve RAP FOUNDATION from indemnifying the COUNTY to the
19 fullest extent allowed by law.

20 **21. Insurance**

21 Without limiting or diminishing RAP FOUNDATION's obligation to indemnify or hold the
22 COUNTY harmless, RAP FOUNDATION shall procure and maintain or cause to be
23 maintained, at its sole cost and expense, the following insurance coverages during the term of
24 this Agreement:

25 **21.1 Workers' Compensation**

26 If RAP FOUNDATION has employees as defined by the State of California, RAP
27 FOUNDATION shall maintain statutory Workers' Compensation Insurance (Coverage A) as
28 prescribed by the laws of the State of California. The Policy shall include Employers' Liability

1 (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person
2 per accident. The policy shall be endorsed to waive subrogation in favor of the County of
3 Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

4 **21.2 Commercial General Liability**

5 Commercial General Liability insurance coverage, including but not limited to, premises
6 liability, contractual liability, products and completed operations liability, personal and
7 advertising injury covering claims which may arise from or out of RAP FOUNDATION's
8 performance of its obligations hereunder. The Policy shall name all Agencies, Districts, Special
9 Districts, and Departments of the COUNTY of Riverside, their respective directors, officers,
10 Board of Supervisors, employees, elected or appointed officials, agents or representatives as
11 Additional Insureds. The Policy's limit of liability shall not be less than **\$1,000,000** per
12 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall
13 apply separately to this agreement or be no less than two (2) times the occurrence limit.

14 **21.3 Vehicle Liability**

15 If RAP FOUNDATION's vehicles or mobile equipment are used in the performance of
16 the obligations under this Agreement, then RAP FOUNDATION shall maintain liability
17 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
18 **\$1,000,000** per occurrence combined single limit. If such insurance contains a general
19 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the
20 occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of
21 the COUNTY of Riverside, their respective directors, officers, Board of Supervisors,
22 employees, elected or appointed officials, agents or representatives as Additional Insureds.

23 **21.4 General Insurance Provisions - All lines**

24 a) Any insurance carrier providing insurance coverage hereunder shall be
25 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)
26 unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the
27 COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only
28 valid for that specific insurer and only for one policy term.

1 b) RAP FOUNDATION's insurance carrier(s) must declare its insurance
2 deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed
3 \$500,000 per occurrence such deductibles and/or retentions shall have the prior written
4 consent of the COUNTY Risk Manager before the commencement of operations under this
5 Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the
6 COUNTY, and at the election of the County's Risk Manager, RAP FOUNDATION'S carriers
7 shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this
8 Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and
9 related investigations, claims administration, and defense costs and expenses.

10 c) RAP FOUNDATION shall cause RAP FOUNDATION'S insurance
11 carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original
12 Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as
13 required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager,
14 provide original Certified copies of policies including all Endorsements and all attachments
15 thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and
16 policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days
17 written notice shall be given to the COUNTY of Riverside prior to any material modification,
18 cancellation, expiration or reduction in coverage of such insurance. In the event of a material
19 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate
20 forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another
21 properly executed original Certificate of Insurance and original copies of endorsements or
22 certified original policies, including all endorsements and attachments thereto evidencing
23 coverage's set forth herein and the insurance required herein is in full force and effect. RAP
24 FOUNDATION ***shall not commence operations until the COUNTY has been furnished***
25 ***certified copies of Certificate (s) of Insurance and certified copies of endorsements or***
26 ***policies of insurance including all endorsements and any and all other attachments as***
27 ***required in this Section. An individual authorized by the insurance carrier to do so on***
28 ***its behalf shall sign the endorsements for each policy and the Certificate of Insurance.***

1 d) It is understood and agreed to by the parties hereto and the insurance
2 company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be
3 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-
4 insured retention's or self-insured programs shall not be construed as contributory.

5 e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this
6 Agreement or any extension thereof, there is a material change in the scope of services; or,
7 there is a material change in the equipment to be used in the performance of the scope of work
8 (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of
9 insurance required under this Agreement and the monetary limits of liability for the insurance
10 coverage's currently required herein, if, in the COUNTY Risk Manager's reasonable judgment,
11 the amount or type of insurance carried by RAP FOUNDATION has become inadequate.

12 f) RAP FOUNDATION shall pass down the insurance obligations contained
13 herein to all tiers of subcontractors working under this Agreement.

14 g) The insurance requirements contained in this Agreement may be met
15 with a program(s) of self-insurance acceptable to the COUNTY.

16 **22. General**

17 **22.1** RAP FOUNDATION shall not delegate or assign any interest in this Agreement,
18 whether by operation of law or otherwise, without the prior written consent of COUNTY.

19 **22.2** Any waiver by COUNTY of any breach of any one or more of the terms of this
20 Agreement shall not be construed to be a waiver of any subsequent or other breach of the
21 same or of any other term of this Agreement. Failure on the part of COUNTY to require exact,
22 full and complete compliance with any terms of this Agreement shall not be construed as in any
23 manner changing the terms or preventing COUNTY from enforcement of the terms of this
24 Agreement.

25 **22.3** In the event RAP FOUNDATION receives payment under this Agreement which
26 is later disallowed by COUNTY for nonconformance with the terms of the Agreement, RAP
27 FOUNDATION shall promptly refund the disallowed amount to the COUNTY on request; or at
28

1 its option the COUNTY may offset the amount disallowed from any payment due to RAP
2 FOUNDATION.

3 **22.4** RAP FOUNDATION shall not provide partial delivery or shipment of services or
4 products unless specifically stated in the Agreement.

5 **22.5** The COUNTY agrees to cooperate with RAP FOUNDATION in RAP
6 FOUNDATION'S performance under this Agreement, including, if stated in the Agreement,
7 providing RAP FOUNDATION with reasonable facilities and timely access to COUNTY data,
8 information and personnel.

9 **22.6** RAP FOUNDATION shall comply with all applicable Federal, State and local
10 laws and regulations. RAP FOUNDATION will comply with all applicable COUNTY policies and
11 procedures. In the event that there is a conflict between the various laws or regulations that
12 may apply, RAP FOUNDATION shall comply with the more restrictive law or regulation.

13 **22.7** RAP FOUNDATION shall comply with all requirements of the Occupational
14 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.
15 Department of Labor and the State of California (Cal/OSHA).

16 **22.8** This Agreement shall be governed by the laws of the State of California. Any
17 legal action related to the performance or interpretation of this Agreement shall be filed only in
18 the Superior Court of the State of California located in Riverside, California, and the parties
19 waive any provision of law providing for a change of venue to another location. In the event
20 any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void,
21 or unenforceable, the remaining provisions will nevertheless continue in full force without being
22 impaired or invalidated in any way.

23 **22.9** Nothing in this Agreement, express or implied, is intended to or will confer upon
24 any other person any right, benefit, or remedy of any nature whatsoever under or by reason of
25 this Agreement.

26 **22.10** This Agreement, including any attachments or exhibits, constitutes the entire
27 Agreement of the parties with respect to its subject matter and supersedes all prior and
28 contemporaneous representations, proposals, discussions and communications, whether oral

1 or in writing. This Agreement may be changed or modified only by a written amendment
2 signed by authorized representatives of both parties.

3 **22.11** RFOUNDATION, its assigns and successors in interest, will be bound by all of
4 the provisions contained in this Agreement.

5 **22.12** The paragraph headings herein are for the convenience of the parties only, and
6 must not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or
7 intent of the provisions or language of this Agreement.

8 //

9 //

10 End of Agreement

11 Signatures on Following Page

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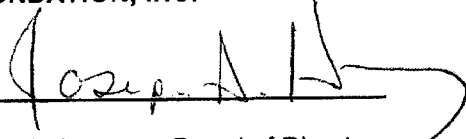
1 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized
2 representatives to execute this Agreement.

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COUNTY OF RIVERSIDE, a political
subdivision of the State of California

REGIONAL ACCESS PROJECT RAP
FOUNDATION, INC.

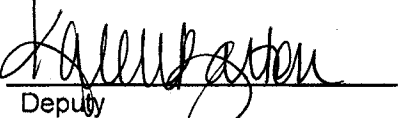
By: 
JOHN J. BENOIT Chairman
Board of Supervisors

By: 
Chairperson, Board of Directors

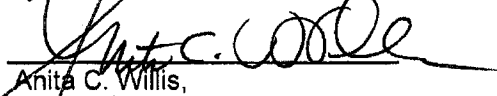
Dated: MAR 29 2016

Dated: 12.17/15

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Anita C. Willis,
Assistant County Counsel

1 EXHIBIT A

2 SCOPE OF SERVICE

3 The REGIONAL ACCESS PROJECT RAP FOUNDATION, INC. (RAP FOUNDATION)
4 shall provide to the County of Riverside services as set forth in the Agreement and this
5 Scope of Work. RAP FOUNDATION agrees to use funds provided by the County of
6 Riverside to assist tax-exempt organizations and agencies to provide services to
7 residents in eastern Riverside County in the areas of health, mental health, and juvenile
8 interventions. Funds received from COUNTY by RAP FOUNDATION must not be used
9 for services outside the focus of health, mental health and juvenile interventions. The
10 Scope of Services shall include, but not be limited to the following:

11
12 1. **TECHNICAL ASSISTANCE PROGRAM (TAP)**

13 RAP's TAP program is the only program of its kind in eastern Riverside County.
14 TAP provides professional services and support to nonprofit organizations in
15 order to assist them with their capacity building efforts and to help them achieve
16 financial sustainability. The following are examples of TAP services:

- 17
- 18 • Providing nonprofit consultants with expertise in the following areas:
19 Board Development, Strategic Planning, Budgeting, Marketing, Financial
20 Planning, etc.
 - 21 • Offering workshops in nonprofit capacity building topics including but not
22 limited to: Human Resources, Grant Writing, Grant Research, Budgeting,
23 and Financial Management.
 - 24 • Hosting the Annual Conference featuring nonprofit professionals as
25 speakers to present educational information and networking
26 opportunities.
 - 27 • A "Non-Profit Management Certificate Program" offered in partnership with
28 the University of California, Riverside.
 - Provide meeting space and copying services to nonprofits.

1 **2. TARGETED GRANTS**

2 RAP provides funding to nonprofits addressing health, mental health and
3 juvenile intervention unmet needs. The following are examples of
4 services and programs funded:

- 5 • Programs for seniors, youth and disadvantaged populations with an
6 emphasis on remote communities; The Colorado River Senior Center,
7 The Thermal Senior Center and several Cooling Centers; Palm Springs,
8 Thermal, Mecca, and Blythe.
- 9 • Food insecurity and basic needs programs in remote communities and
10 hard to reach populations.
- 11 • The Mental Health Initiative was approved in May 2014 and extended in
12 May 2015 for a total of four years. Request for Proposals are released to
13 proactively focus on specific areas identified by the community as high
14 priorities.
- 15 • The Fast-Pitch annual competition is an innovative and creative way for
16 pre-qualified nonprofits to learn how to improve their communication and
17 presentation skills.

18
19 **3. COMMUNITY OUTREACH**

20 The Desert Connect program was created in 2014 to increase RAP's public
21 outreach and awareness of the communities' needs. Desert Connect has
22 coordinated special projects and events, including but not limited to the
23 following:

- 24 • Created and continued support of the Riverside County Office on Aging's
25 Volunteer Services Program, to include volunteers of all ages.
- 26 • Rethink Your Drink – in partnership with the Riverside County Public
27 Health Department to replace sugary drinks with water. Providing water
28 stations, a media campaign and attending community events.

- 1 • Give BIG Riverside County – coordinated social media training and
2 recruited nonprofits to participate and raise donations.
- 3 • Community Forums throughout the Fourth Supervisorial District
- 4 • Coachella Valley Youth Leadership – Created and in development of a
5 boy's youth mentoring program. After the one year "incubation" period,
6 the program will be taken over by an identified youth serving
7 organization, The Ophelia Project.

8
9 **4. IDENTIFY FUNDING PARTNERS/SEEK FUNDING FROM ADDITIONAL**
10 **SOURCES**

11 RAP will continue to seek additional funding opportunities to support our programs
12 and bring additional resources to eastern Riverside County. In addition, we will
13 identify and pursue collaborations and partnerships with other funders to address
14 mutual interests and increase our ability to make a positive impact on the
15 community.

Aparicio, Ashley

From: Harrington Law Office <harringtonlaw@aol.com>
Sent: Monday, March 28, 2016 1:23 PM
To: COB; harringtonlaw@aol.com
Subject: written communication for March 29 Bd Meeting
Attachments: writtencommunication329bdmtg.pdf

(Stated below and also in the pdf attachment)

Written Communication
March 29, 2016 Meeting, Board of Supervisors
Agenda Item 3-4 Regional Access Foundation (RAP)
Coachella Gang Injunction and Youth Violence

For the last year, I have been involved with a community group, community meetings, and in some cases, pro bono assistance to a few victims or their families. The group I started a year ago was called "Not One More Child". Often, acting as a pro bono lawyer. The Desert Sun published a front page story about last April, how a family wants change in Coachella.

My concern about RAP, agenda 3-4, is: The city of Coachella defunded the task force (Special Enforcement Team) that was doing the work on the gang injunction. (Budget year 2015/2016). However, the city publicly stated that they added police when in fact they cut police. The city has an agenda to divert funds from the Sherriff's ('Measure U" 1 percent gas tax) to a new library. The city also stated that it filed the lawsuit against the gang , Varrio Coachella Riffa which is false. They actually defunded SET who worked on the injunction; the District Attorney filed the injunction.

RAP representatives Trinidad Arrendando and Rudy Guterrez have represented themselves to police as being "from the county" (as in county employees) at a city meetings about youth violence. They have a particular political and personal agenda which they can pursue by claiming to be county personnel. This can exclude other groups, views, or participation by other groups at meetings. If you refer to the pleadings of the gang injunction, gang membership and gang life is multi-generational. A friend of Arredando's for example, claimed to be an active member of the Mexican Mafia (there is a police report on file about this, due to a suspicious circumstance that was reported. RAP representatives may be inclined to pursue local city agendas or be swayed by such friendships in the neighborhood. This has been observation and interaction with them. I would doubt that my observation or interaction is isolated. Many Coachella meetings are "closed" and secret such as My Brother's Keeper and the Interfaith Alliance (Mayor, City Manager, School District, Probation, RAP, Sherriff's and some citizens attend). Intimidation is common. Our group was excluded after uncovering mis representations about public safety issues (most notable was the piece by Natalie Brunnel KESQ news last September). The city has even excluded us from Coachella Rotary East, ran by a city employee and a Sherriff who is a club officer , effort is to help youth, meetings are at City Hall, a public building. A police report even describes this threatened black listing, harassment and intimidation communicated to us (and a victim's family was mentioned as a target, too) , thru an admitted gang member (Mexican Mafia) speaking on behalf of an elected official, he said.

The community wants safe streets and more police. Some RAP reps want what their friends or political allies want. There needs to be "transparency" and elimination of bias from the funding and implementation of these juvenile programs. In Coachella, there is no transparency, hidden agendas, and misleading information about vital public safety issues (Gang Injunction, juvenile violence, size of the police force etc). Funding of RAP should not further this problem. Any meetings that RAP attends should be open and public or they should not attend at all. Please require this.

Should you desire more information please contact me.

Michael Harrington, Attorney
70025 Hwy 111 #101
Rancho Mirage, CA 92270
Tel (760)347-4445 email HarringtonLaw@aol.com

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web site: www.michaelharringtonlaw.com
AVVO RATING: SUPERB

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