

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

981



SUBMITTAL DATE:
June 13, 2016

FROM: Riverside University Health System Public Health/ Community Action Partnership

SUBJECT: Approve and execute agreement #16C-6026 with the California Department of Community Services and Development for the Department of Energy Weatherization Assistance Program 2016/17. Districts: All [\$277,632]; 100% Federal funds.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the agreement #16C-6026 with the California Department of Community Services and Development (CSD) for the Department of Energy Weatherization Assistance Program (DOE WAP) 2016/17 in the amount of \$277,632 for the performance period of July 1, 2016-January 31, 2017;
2. Authorize the Director of Public Health or designee to sign subsequent amendments and extensions to the agreement that do not increase the approved amount, as approved by County Counsel;
3. Authorize the Executive Director of Community Action Partnership to administer the program and sign all assurances, exhibits and reports made under the 2016/17 DOE WAP Agreement #16C-6026; and

RECOMMENDED MOTION:

Continue on page 2

Sarah I Mack

Sarah Mack, Director
RUHS- Public Health

BSF:lv

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 277,632	\$	\$ 277,632	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% Federal Funds	Budget Adjustment: Yes
	For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: **APPROVE**

BY: *Donna Shaw*
Donna Shaw

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: June 21, 2016
 xc: RUHS-Public Health, Auditor

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

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

3-79

FORM APPROVED COUNTY COUNSEL
BY: *GREGORY P. PRIAMOS* DATE: 6/14/16

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: *Esteban Hernandez* 6/15/16

Departmental Concurrence

A-30 Positions Added
 Change Order
 4/5 Vote

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

FORM 11: Approve and execute agreement #16C-6026 with the California Department of Community Services and Development for the Department of Energy Weatherization Assistance Program 2016/17.

Districts: All [\$277,632]; 100% Federal funds.

DATE: June 13, 2016

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RECOMMENDED MOTION: (continued)

4. Authorize and direct the Auditor Controller to make budget adjustment as specified on Schedule A.

BACKGROUND:

Summary

The DOE WAP Agreement #16C-6026 in the amount of \$277,632 brings Federal funding to the County of Riverside for the term July 1, 2016 through January 31, 2017. Community Action uses DOE WAP funding to assist low-income consumers with repairing or replacing heating/cooling/water heater appliances to correct Health & Safety concerns, replace refrigerators/doors/windows, weather stripping and installing other weatherization measures that contribute to high energy consumption.

Impact on Citizens and Businesses

The DOE WAP provides installation of energy conservation measures designed to reduce energy costs and to make the homes be more safe and healthy for the low income households. The DOE WAP also provides employment opportunities through the use of local sub-contractors and helps reduce carbon emissions through the repair/replacement of inefficient or malfunctioning appliances, Warm-Air Heating, Ventilation and Air Condition systems, windows and other feasible weatherization measures.

SUPPLEMENTAL:

Additional Fiscal Information

No County General Funds will be required.

ATTACHMENTS:

Budget Adjustment

A budget adjustment is required as specified on Schedule A attached.

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

FORM 11: Approve and execute agreement #16C-6026 with the California Department of Community Services and Development for the Department of Energy Weatherization Assistance Program 2016/17.

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SCHEDULE A

**Community Action Partnership of Riverside County
Budget Adjustment
Fiscal Year 2016/2017**

INCREASE IN ESTIMATED REVENUE:

CAARC-21050-5200200000-767220	Fed-Other Operating Grants	\$277,632
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INCREASE IN APPROPRIATIONS:

CAARC-21050-5200200000-536240	Other Contract Agencies	\$277,632
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WHEN DOCUMENT IS FULLY EXECUTED RETURN TO 2016 JUL -7 AM 11:40

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (Rev. 6/03)

AGREEMENT NUMBER 16C-6026	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Community Services and Development
 CONTRACTOR'S NAME
Community Action Partnership of Riverside County
- The term of this Agreement is: **July 1, 2016 through January 31, 2017**
- The maximum amount of this Agreement is: **Total \$277,632.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
 Part I
 Preamble
 Article 1 - Scope of Work
 Article 2 - Contract Construction, Administration, Procedure
 Part II*
 Subpart A - Administrative Requirements*
 Subpart B - Financial Requirements*
 Subpart C - Programmatic Requirements*
 Subpart D - Compliance Requirements*
 Subpart E - Certifications and Assurances*
 Subpart F - State Contracting Requirements GTC 610*
 Subpart G - Definitions*
 Subpart H - Table of Forms*
 Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://procure.csd.ca.gov/>.

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

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Community Action Partnership of Riverside County		"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval." <i>[Signature]</i>
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 6/21/16	
PRINTED NAME AND TITLE OF PERSON SIGNING JOHN J. BENOIT CHAIRMAN, BOARD OF SUPERVISORS		
ADDRESS 2038 Iowa Ave, Suite B-102, Riverside, CA 92507		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		<input type="checkbox"/> Exempt per _____
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 7/14/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Deputy Director, Administrative Services		
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833		

SOC

JUN 21 2016 3:74
2016-7-132492

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

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

PART I

PREAMBLE

This subvention agreement, for the implementation of the Department of Energy Weatherization Assistance Program (DOE WAP) in program year 2016 ("Agreement"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor"), and shall be enforceable on the date last signed.

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

ARTICLE 1 – SCOPE OF WORK

1.1 General

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

1.2 Term and Amount of Agreement

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

**STANDARD AGREEMENT
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1.3 Service Area

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

See Part II, Subpart H. The 2016 DOE WAP Numbers, Contractors, and Service Territories listing may be accessed at <http://providers.csd.ca.gov>.

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

1.4 Service Area Expenditure Requirements

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

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

1.5 Program Authorities – Requirements, Standards and Guidance

- A. All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
1. The Energy Conservation in Existing Buildings Act of 1976, 42 U.S. C. §§ 6851 et seq., and 10 Code of Federal Regulation (CFR) Part 440;
 2. The Federal Procurement requirements for Energy Contracts, 10 CFR 600.236;
 3. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB) Subpart F-Audit Requirements Circular 2 CFR 200 its appendices and supplements.
 4. Applicable Intellectual Property Provisions for federal financial assistance awards specified in 10 CFR 600.136 and at <http://www.gc.gov/financial>

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

assistance awards.htm.

- B. *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement, administrative, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §6851 et seq. or 22 CCR §100800 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to grants, such as 10 CFR 440, allows for the application of state law.
1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200);
 2. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CCC-307)
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in the DOE WAP program, and as a condition of receipt of funds under the program, PROVIDED:
1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at <https://providers.csd.ca.gov>.
 2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 3. That such guidance shall be reasonably necessary to realize the purposes of DOE WAP;
 4. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;

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5. Contractor shall notify CSD within 10 working days of issuance of a CPN, if contractor is unable to fulfill its obligations under the new guidance;
 6. That the parties' failure to execute a mutually acceptable amendment or CPN, as contemplated in subparagraph C 4 and C 5, in a reasonable period of time, shall result in this Agreement being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and
 7. That upon CSD's good faith determination, delivered to the Contractor by written notice that Agreement between the parties to any necessary amendment or CPN as contemplated in subparagraph C 4 and C 5 cannot be achieved, then this contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.
- D. The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.
- E. Contract Elements Integral to Agreement
1. Contractor's Priority Plan Narrative and forms listed below are integral to this Agreement:
 - a. DOE Weatherization Priority Plan Narrative (CSD 793)
(referenced in Part II, Article 5.1)
 - b. DOE Weatherization Budget (CSD 570) (referenced in Part II, Article 5.1)
 - c. Out-of-State Travel Form (CSD 536)
 - d. Certification Regarding Lobbying/Disclosure of Lobbying Activities
 - e. Executive Director and Board Roster (CSD 188)
 - f. Federal Funding Accountability and Transparency Act Report (CSD 279)

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2. The forms must be completed by Contractor before CSD will execute the Agreement and Contractor is authorized to commence work. CSD will not forbear from executing this Agreement pending its own review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the forms. The approved forms shall become part of this Agreement.
- F. Contractor's signature affixed hereon shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Part II, Article 11, Section 11.1, "Certifications" of this Agreement.

1.6 Special Contract Contingency – Quality Control Inspector Certification

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

- A. This Agreement shall have no force and effect until fully executed by CSD and notice of CSD's execution of the Agreement has been communicated to Contractor. CSD will not execute this Agreement until Contractor has provided CSD with documentation reasonably acceptable to CSD that shows Contractor has employed or contracted with a certified quality control inspector who has met the certification requirements of Section 9.2.
- B. If at any time during the term of this Agreement Contractor is unable to meet the requirements of Section 5.6 D.1.a. because Contractor loses access to a Certified QCI, Contractor shall immediately notify CSD of the loss and may not report any weatherized dwelling or request reimbursement for weatherization work and associated expenditures until such time as Contractor has employed or contracted with a certified quality control inspector who has met the certification requirements of Section 9.2.
- C. If CSD reasonably determines that Contractor is unable to fully expend Contractor's allocation and to provided services as required herein because of a lack of access to a Certified QCI, CSD may, at its sole option, terminate this Agreement and/or transfer Contractor's allocation, in whole or in part, to another contractor for expenditure, after giving Contractor written notice of its intended action.

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

2.1 Base Contract and Whole Agreement

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

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

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

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety are found in Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

2.3 Contractor’s Option of Termination

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

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

2.4 Budget Contingencies

A. State Budget Contingency

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

B. Federal Budget Contingency

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

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

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

2.5 Miscellaneous Provisions

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

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

DOE WEATHERIZATION BUDGET

Agency Name: Community Action Partnership of Riverside County		Contract Number: 16C-6026	Program Year 2016
Prepared By: Name Kevin Kincaid	Title Accountant II	E-mail Address: kkincaid@capriverside.org	
Class "B" Contractor's License No.: 1) 704414; 2) 221517	Name of Qualifying RME/RMO: 1) Reliable Energy; 2) TruTeam	License Expiration Date: 3/31/17, 9/30/17	Telephone Number: 951-955-6161

TOTAL CONTRACT AMOUNT		\$	277,632
10 - ADMINISTRATIVE BUDGET			
1	Administrative Budget	\$	16,555
2	Administrative Equipment (\$5,000 or more)	\$	
3	Administrative Out-of-State Travel	\$	
4	TOTAL ADMINISTRATIVE COSTS (Total of Lines 1 -3, Not to exceed allocated amount)	\$	16,555
20 - PROGRAM BUDGET			
1	a. Training and Technical Assistance	\$	15,816
	b. Out-of-State Travel	\$	
	Total T&TA - lines 1a and 1b (Not to exceed allocated amount)	\$	15,816
2	Liability Insurance	\$	
3	Major Vehicle and Field Equipment (\$5,000 or more)	\$	
4	Subtotal of Lines 1-3	\$	15,816
PROGRAM OPERATIONS (Separated to assist with calculating allowable Health & Safety)			
5	Intake	\$	10,000
6	Outreach	\$	10,000
7	Direct Program Activities	\$	154,384
8	Minor Vehicle and Field Equipment (Less than \$5,000)	\$	13,000
9	General Overhead Costs (including: Worker's Comp)	\$	15,000
10	Client Education	\$	
11	Automation Supplemental	\$	2,000
12	Subtotal of Lines 5-11	\$	204,384
HEALTH & SAFETY (Separated to assist with calculating allowable Health & Safety)			
13	Health & Safety (Not to exceed allowable amount per formula)	or \$	40,877
14	TOTAL PROGRAM COSTS (Total of Lines 4, 12 and 13)	\$	261,077
30 - TOTAL COSTS (Total of Sections 10 and 20)		\$	277,632

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

DOE WEATHERIZATION PRIORITY PLAN NARRATIVE

Agency Name: Community Action Partnership, Riverside County		Contract Number: 16C-6026	Program Year: 2016
Prepared By: Name Lin Vong	Title Energy Division Manager	E-Mail Address: lvong@capriverside.org	
DUNS #: 105920057	CCR #: 3TDL9	Telephone Number: 951-955-6404	

PRIORITY PLAN NARRATIVE

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

see attachment

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

see attachment

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

see attachment

DOE WEATHERIZATION PRIORITY PLAN NARRATIVE

Agency Name: Community Action Partnership, Riverside County	Contract Number: 16C-6026	Program Year: 2016
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4) In narrative format, describe how you will provide T&TA to your administrative and program staff.

see attachment

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

see attachment

ATTACHMENT 1

2016 DOE WEATHERIZATION PRIORITY PLAN NARRATIVE

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

- Community Action Partnership (CAP) of Riverside will weatherize homes consistent with the priority criteria established by DOE.
- CAP Riverside will give first priority for weatherization services to those households that have the highest energy burden and high residential energy users.
- CAP Riverside will also factor into its priority those vulnerable populations identified by DOE – eligible households with elderly persons (ages 60 or older), persons with disabilities, American Indians, migrant and seasonal farm workers and families with children under the age of 19.
- Individuals receiving utility assistance will be referred for weatherization and given priority.
- Health and Safety issues requiring immediate attention for the safety of the household will also receive priority services.
- CAP Riverside will schedule households in close proximity to one another, to maximize productivity in a particular area, given the size of Riverside County. This will help to weatherize more homes to meeting our production and expenditure goal.
- Cap Riverside's outreach efforts and on-going coordination with existing community-based organizations, city and county departments and utility providers, will insure maximum efficient utilization of all energy resources to reach out customers.
- Workshops are conducted in-house workshops and county wide clinics where these benefits are presented in detail via a video presentation, along with information on money management, budgeting, how to read your utility bill, benefits of weatherization, how to conserve energy, Lead, etc.
- Bilingual staff hired to assist those with limited – English speaking customers.

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

- CAP Riverside will insure compliance with the DOE Re-weatherization Policy by insuring that homes which received weatherization services from 9/30/1994 and earlier are certified and eligible to receive additional services.
- CAP Riverside will through the intake process make every effort to determine which customer had previously received weatherization measures in their home by checking Serv-Traq and In-House historical log.

- During the assessment phase, unapplied measures will be identified for installation and if measures are damaged by the previous tenant, measure is defective, caused by flood, fire or act of nature.
- CAP Riverside utilizes a first-in-first-out process of selection for weatherization including re-weatherization, taking into consideration, urgency, priority group and geographical location.

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

.....

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

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

.....

- All new weatherization assessors/inspectors/subcontractors complete the required training as specified in the DOE contract.
- Subcontractors receive hands on training and technical assistance from inspectors throughout the year. Inspectors schedule full day/week “ride along” with subcontractors and provide field training on conducting proper assessments and proper installation of measures.

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

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

.....

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



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

PROGRAM: Department of Energy Weatherization Assistance Program

PERIOD: July 1, 2016 through January 31, 2017

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executive Director
Title

[Signature]
Signature

Com. Action Riverside
Agency/Organization

May 11, 2016
Date

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

(2016 DOE WAP)

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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

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

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

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

\\cobra\shared\Contracts\Low Income Home Energy Assistance Program\2014 LIHEAP\Exhibits\9 LIHEAP Exhibit I Certification Regarding Lobbying Rev 12.16.13.doc

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 CSD 188 (Rev 10/2015)

Executive Director and Board Roster

Programs Administered: CSBG		Energy
Agency Name:	Community Action Partnership of Riverside County	Contact Email Address: PatSanchez@capriverside.org
Contact Person:	Patricia Sanchez	Date Submitted: 05/16/16
Contact Phone Number:	951.955.3217	Total Number of Board Seats: 31

List the name of each board member and identify any board vacancies. In the "Name" field identify the date the seat became vacant and specify the sector represented in the "Sector" field.

Sector: Please indicate P=Public, PR= Private, L= Low Income (Energy only agencies are not required to identify the sector.)

	Name	Title/Position	Address	Sector	Phone Number	Email
	Brenda S. Freeman	Executive Director	2038 Iowa Ave Suite B102, Riverside, CA 92507		951.955.3563	Bfreeman@capriverside.org
		Additional Authorized signer of the Contract	As a public agency, the County of Riverside Board of Supervisors and the County Purchasing Agent are the only authorized signers of the Contract.			
1	Dale Cook	Board Chair Primary Designee	City of Palm Springs, P. O. Box 2743, Palm Springs, CA 92263-2743	Public	760.323.8198	Dale.Cook@palmsprings-ca.gov
2	Tiffany Baker	Vice-Chairman Primary	27262 Via Industria, Temecula, CA 92590	Private	tbaker@theempowermentcenterintl.com 951.514.293	
3	Ernie Saldana	Secretary Primary	PO Box 1037 Cabazon, CA 92230	Low-Income	909.835.3894	abear.12@hotmail.com
4	Susan McKee	Past Chair Primary- Private	900 University Ave., 3108 Hinderaker Hall Riverside CA 62521	Private	951.827.2750	susan.mckee@ucr.edu
5	Teresa Hunter	Commissioner Primary - District 1	2361 Prospect Avenue, Riverside, CA 92507	Low-Income	951. 683.8773	sohappy831@yahoo.com
6	Art Garcia	Commissioner Alternate, District 1	14190 Moonridge Drive, Riverside, CA 92503	Low-Income	951.525-0350	ib1mrg41@gmail.com

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 CSD 188 (Rev 10/2015)

	Name	Title/Position	Address	Sector	Phone Number	Email
7	Marvin Powell, Jr.	Commissioner Primary, District 2	8072 Garfield, Riverside, CA 92504	Low- Income	951.686.0334	marvinjr@gmail.com
8	Jesse Valenzuela	Commissioner Alternate District 2	824 Poppy Seed Lane, Corona, CA 92881	Low- Income	909.561.1093	jessevalenzuela1951@gmail.com
9	VACANT	Commissioner Primary District 3		Low- Income		
10	Mary Morse	Commissioner Alternate, District 3	P.O. Box 2453 Idyllwild, CA 92549	Low- Income	marymorse@humanrelationscouncil.com 951.634.4048	
11	J. Gene Walker	Commissioner Primary, District 4	P.O. Box 5313, Palm Springs CA 92263	Low- Income	760.898.6978	jwalker15@dc.rr.com
12	Carole Schaudt	Commissioner Alternate, District 4	74-007 Oak Springs Drive, Palm Desert, CA 92260	Low- Income	760.567.3361	carole@carole-schaudt.info
13	Randy D. Triplet	Commissioner Alternate, District 5	P.O. Box 8566, Moreno Valley, CA 92552	Low- Income	951.992.8119	bisnoptriplett@gmail.com
14	VACANT	Commissioner Alternate At-Large				
15	Bill Perez	Commissioner Alternate, Labor/Employment	Riverside/San Bernardino B.C.T.C. 1074 E. La Cadena Drive Suite 15 Riverside, CA 92507	Private	951.684.1010	btcbill@sbcglobal.net
16	Gail Ousley	Commissioner Primary, Social Services	6215 River Crest Drive, Suite B Riverside, CA 92507	Private	951.697.4711	gousley@uwiv.org
17	VACANT	Commissioner Primary, Labor/Employment		Private		

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 CSD 188 (Rev 10/2015)

	Name	Title/Position	Address	Sector	Phone Number	Email
18	Terri Vise	Commissioner Primary, Health Care	41840 Enterprise Circle North Temecula, CA 925940	Private	951.316.7293	terri.vise@nhcare.org
19	Ronald V. Gamboa	Commissioner Alternate, Financial Services	39575 Washington Street,Suite 101 Palm Desert, CA 92211	Private	760.902.7362	rvgamboa@yourcvb.com
20	Michael Wright	Commissioner Alternate, Education	Director Workforce Preparation 4800 Magnolia Ave, Riverside, CA 92506	Private	951.222.8968	Michael.wright@rcc.edu
21	Bruce Kulpa	Commissioner Primary, Housing	4250 Brockton Avenue Riverside, CA 92501	Private	9451.341.0170	kulpabruce@aol.com
22	Irene Morales	Commissioner Alternate, Legal	1040 Iowa Avenue, Suite 101 Riverside, CA 92507	Private	951.368.2540	imorales@icls.org
23	George Moyer	Commissioner Primary, City of Banning	PO Box 998 Banning, CA 92220	Public	951.922.3102	GEMBALL11@msn.com
24	Ana Sandoval	Commissioner Alternate, City Of Banning	PO Box 998 Banning, CA 92220	Public	951.966.5390	asandoval.ci.banning.ca.us
25	Betty Sanchez	Commissioner Primary, City of Coachella	1515 6th St. Coachella, CA 92236	Public	760.398.3502	bsanchez@coachella.org
26	Jacob Alvarez	Commissioner Alternate, City of Coachella	1515 6th St. Coachella, CA 92236	Public	760.398.3502	jalvarez@coachella.org
27	Robert Moon	Commissioner Primary, City of Palm Springs	3200 East Tahquitz Canyon Way Palm Springs, CA 92262	Public	760.323.8198	
28	Tonya Burke	Commissioner Primary, City of Perris	101North D Street Perris, CA 92570	Public	951.943.6100	tburke@cityofperris.org
29	Mike Soubirous	Commissioner Primary, City of Riverside	3900 Main street Perris, CA 92570	Public	951.826.5991	msoubirous@riversideca.gov

30. Raul Mark Yarbrough Commissioner 101 North D Street Perris, CA 92570 Public 951.943.6100 myarbrough@cityofperris.org
 Alternate, City of Perris Page 3

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Executive Director and Board Roster
CSD 188 (Rev 10/2015)

Instructions: Executive Director and Board Roster (CSD 188)

Agency Name: Legal entity title as stated on Federal Tax ID Form (STD 204)

Agency Information: Name, phone number and email of person completing the form

Programs Administered: Please check each box that applies. For example, if your agency administers both CSBG and Energy, please check both boxes; however, if your agency administers one, check the applicable program box.

Date Submitted: Enter the date the agency of submission of the Executive Director Board Roster (CSD 188) form to CSD.

Total Number of Board Seats: Enter the total number of Board seats required under your agency Bylaws.

Executive Director and Board Member

Information:

Enter the executive director's information. If applicable, enter the name of the additional authorized signer of the contract. Enter the current Board Chair and board member names, title and sector*. For each board member provide an address other than the Agency's and a contact phone number for each member.

Agency must submit any changes/updates to the Executive Director and Board Roster (CSD 188) within thirty days of such occurrence(s). The updated form identifying the changes should be submitted electronically to the Contract Services Unit at: contracts2@csd.ca.gov

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

Return with the Contract

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

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

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

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

Lead Hazard Control: LEADGrants@csd.ca.gov

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

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

AGENCY/SUB-AWARDEE INFORMATION

Agency Name				
Program Type (<i>check one</i>)	<input type="checkbox"/> CSBG	<input type="checkbox"/> LEAD	<input type="checkbox"/> LIHEAP	<input checked="" type="checkbox"/> DOE WAP
Contract #(s) (<i>list all active contracts for the selected program</i>)				16C-6026
Contract Period(s) (<i>mm/dd/yy - mm/dd/yy</i>)				07/01/16-01/31/17
Agency Unique Identifier (DUNS Number)	105920057			
Agency Primary Contact Information (<i>person responsible for completing this form</i>)	Name:	Brenda Freeman		
	Title	Executive Director		
	E-mail:	bfreeman@capriverside.org		
	Phone:	951-955-4900		
Location of Agency	Mailing Address:	2038 Iowa Avenue, Suite B-102		
	State:	CA		
	Zip + 4 digits (+4 digit is required)	92507-2412		
	U.S. Congressional District:	41st, 36th, 42nd, and 50th		
	State Assembly District:	42nd, 56th, 60th, 61st, 67th, 71st, and 75th		
	State Senate District:	23rd, 28th, and 31st		

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

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

Description of Information Requested

Place of Performance

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

Agency/Sub-Awardee Executive Compensation Reporting

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

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and

b) Compensation information is not readily available through reporting to the IRS on a Form 990 (section 6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC). SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR

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

Additional Resources

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



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ARTICLE III

COMMISSION SELECTION PROCEDURES

Members of the Commission are selected in a manner as to assure that they speak and act on behalf of the group or organization which they represent.

Section 1. Selection Procedure for Public Sector Commissioners: Public Sector Members shall be elected officials of cities within the County of Riverside. The representative cities of the public sector shall be determined by the Commission. The City of Riverside will hold one (1) permanent seat.

Section 2. Selection Procedure for Low-Income Sector Commissioners: The representatives of the low-income sector shall be persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families in the neighborhood served; reside in the neighborhood served; and are able to participate actively in the development, planning, implementation, and evaluation of the program. A Low-Income Sector alternate (now means replacement) will be selected using the same democratic selection procedures.

a. Candidate requirements:

- (1) Be at least 18 years of age.
- (2) Reside in the supervisorial district where the vacancy exists.
- (3) Submit an application to the CAC.
- (4) Candidates need not themselves be low-income; however, preference in selection shall be given to low-income individuals.
- (5) May not be a CAP Riverside staff person.

Section 3. Selection Procedure for Private Sector Commissioner: Private Sector Members shall be selected to ensure that the CAC will have broad community involvement. The organizations selected shall correspond with the priority areas of the Community Needs Assessment. Each organization shall be required to disclose any affiliation or potential conflict of interest. The CAC shall determine the type of private sector representation from among business, industry, labor, religious, law enforcement, education or other service organizations. Each organization chosen by the CAC will be required to send written confirmation of their chosen representative.

ARTICLE VI

POWERS OF THE COMMISSION

- Section 1. **Delineation of Powers Agreement:** The powers of the CAC are set forth in the Delineation of Powers Agreement. The Delineation of Powers Between the Board of Supervisors and Community Action Commission is attached hereto as Exhibit A and is incorporated herein by this reference.
- Section 2. **Review and Approval of Agreements:** The Commission shall review and approve various agreements related to the provision of services, including the review and recommend approval of county agreements, budgets and financial reports pertaining to CAP programs. The Board of Supervisors and/or the County Purchasing Agent have the authority to enter into agreements on behalf of the Community Action Agency. The Board of Supervisors may authorize the Executive Director of CAP Riverside to sign amendments to the contract agreements as approved by County Counsel.
- Section 3. **Communication with the Board of Supervisors:** The CAC shall make recommendations to the Board of Supervisors in a timely manner on community action matters for which only the Board has authority or on matters requiring Board of Supervisors action. Communication from the CAC shall be forwarded by the Chairperson to the Executive Director who shall distribute accordingly.
- Section 4. **Community Involvement:** In partnership with CAP staff, the CAC shall be a continuous and effective mechanism for securing community involvement in community action programs.
- Section 5. **Commission Rules and Procedures:** The CAC shall have the power to determine, subject to federal, state and local policies, its own rules and procedures regarding the following:
- a. Selection of its own officers, Executive Committee and/or other committees in accordance with the Bylaws;
 - b. Determination of time, date and place of meetings;
 - c. Matters of representation; and
 - d. Similar provisions that affect the CAC
- Section 6. **Rules and Procedures Requiring Board of Supervisors Approval:** Recommended rules and procedures such as CAC size, compensation, staff support and similar provisions that directly affect CAP Riverside shall be submitted to the Board of Supervisors for approval.



- d. Ex-Officio Member: The immediate past Chairperson shall serve as the Ex-Officio member on the Executive Committee. On the occasion that the immediate past Chairperson is no longer a member of the CAC, the next previous past Chairperson shall serve as the Ex-Officio member.

Section 4. Election of Officers: Officers shall be elected during the meeting held in November of each year. Officers shall take office and assume their duties in January.

- a. Nomination of officers: the Ad-Hoc Nominating Committee shall present the slate of officers to the Commission for a majority vote. Nominations may also be taken from the floor.
- b. Officers must be members of the CAC and have at least one year left on their membership term.

Section 5. Vacancies: The Chairperson may appoint a temporary replacement to fill the position of the Vice-Chairperson or Secretary until special elections are called to fill the vacancy.

- a. The election to fill the vacant office shall be for the unexpired term.
- b. In the event that the office of the Chairperson and Vice-Chairperson become vacant simultaneously, the CAC shall elect a successor from its membership to fill the unexpired term at the next regular meeting.

Section 6. Removal of an Officer: Officers of the CAC may be removed:

- a. The officer shall be given notice of the intent of removal in a manner determined by the CAC.
- b. The officer shall be given an opportunity to respond.
- c. Removal of an Officer requires a two-thirds (2/3) vote of the commission present at the regular meeting duly called for that purpose with a quorum present. Voting shall be conducted by closed ballot.

Section 7. Resignation: Any officer may resign at any time by so stating at a duly held meeting with a quorum present, or in writing if unable to attend.

b. Low-Income and Private Sector Commissioners: May be removed by the CAC upon the recommendation of the Executive Committee. Grounds for removal shall include, but is not limited to, the following:

1. The Private Sector Commissioner is no longer a member of the participating organization.
2. The Low-Income Sector Commissioner moves out of the area they represent.
3. Failure to comply with any eligibility requirement of these Bylaws.
4. Willful maintenance of a conflict of interest.
5. Willful and persistent refusal to observe the rules of order in the conduct of meetings.
6. Absence from three (3) consecutive meetings, or four (4) meetings in a calendar year.

Section 4. Removal Based on Absenteeism: The process for removal based on absenteeism shall be as follows:

1. Notice of this provision will be provided to any Commissioner absent from two consecutive meetings.
2. Upon the occurrence of three consecutive absences, the Executive Committee will determine whether to proceed with the removal process.
3. This section will not apply if the Commissioner is absent due to the granting of a Leave of Absence.

Section 5. Process for Removal: The process for removal shall be as follows:

- a. Notice will be provided to the Commissioner regarding the proposed grounds for removal.
- b. The Executive Committee shall hold an interview if requested by the commissioner involved.
- c. If a determination is made to proceed with the removal, a recommendation of removal shall be submitted by the Executive Committee to the entire CAC no less than ten (10) days before the next regular meeting.
- d. A two-thirds (2/3) vote of the CAC members present shall be required to approve removal.

Community Action Commission of Riverside County Bylaws 

- Section 5. Legislative Committee: The Legislative Committee shall be composed of at least three (3) Commissioners and shall make recommendations on legislative matters and report to the CAC on such matters.
- Section 6. Energy Task Force: The Energy Task Force shall be composed of at least three (3) Commissioners, along with non-members who shall make policy and program recommendations.
- Section 7. Ad-hoc Committees: In addition to Standing Committees, the CAC operates with special (Ad hoc) committees as the need arises. The Ad-hoc Committee shall be composed of at least three CAC members and may include non-members. The Chairperson of each special committee shall be appointed by the CAC Chairperson at inception of the committee. The purpose of the committee must so be stated in the creating motion. When the committee's purpose has been achieved, the committee shall be dissolved.
- Section 8. Chairpersons of the Standing Committees: The Chairperson of each standing committee shall be appointed by the CAC Chairperson. The standing committee chairperson shall be responsible for providing the leadership and direction necessary to carry out the committee's goals and functions. The committee chairperson shall provide a report on the committee's activities at the regular CAC meetings.

ARTICLE X

MEETINGS OF THE COMMISSION AND COMMITTEES

- Section 1. Meetings: All meetings of the CAC shall be conducted in accordance with the Ralph M. Brown Act (Brown Act)
- Section 2. Meeting Rules: The CAC and each committee of the CAC shall conduct their meetings and discharge their duties in accordance with the rules, procedures and meeting calendar which the Commission and committee sets for itself on the occasion of its first meeting following appointment of its slate of officers.
- Section 3. Notification of Meetings: Written notice of the time, date, location and agenda of each meeting shall be given pursuant to the Brown Act.
- Section 4. Rules Of Order and Procedure for Conduct of Meetings: The Robert's Rules of Order, will serve as the guidelines for the conduct of CAC meetings and for parliamentary procedures within each meeting, except when they are in conflict with these Bylaws, the CAC Bylaws shall prevail.
- Section 5. Quorum: A quorum must be present while the meeting is in session. A quorum of the CAC shall consist of fifty-one percent (51%) of the voting membership, not counting vacant seats. Each attending CAC Commissioner shall sign the attendance roster which shall be filed at CAP Riverside.

ARTICLE XII

AMENDMENT OF BYLAWS

- Section 1.** Notification for Bylaws Changes: Every Commissioner of the CAC must be notified at least ten (10) days in advance of any meeting at which the CAC is to consider amendments to, or recommendation of amendments to the bylaws. Every member of the CAC will be provided a copy of the proposed amendments to the bylaws at least ten (10) days prior to the meeting duly called for that purpose.
- Section 2.** Voting on Recommended Amendments: An affirmative vote of a quorum of the CAC is required to approve an initiative which would amend the bylaws or which recommends such a matter to the Board of Supervisors.
- Section 3.** Bylaws Amendments Requiring Approval by the Board of Supervisors: Upon an affirmative vote of a quorum of the CAC, the recommended amendments to the bylaws will be submitted to the Board of Supervisors for approval.
- Section 4.** Bylaws Amendments Not Requiring Approval by the Board of Supervisors: The CAC may amend without consent from the Board of Supervisors, those sections that are delegated to the to the CAC pursuant to the Delineation of Powers Between the Board of Supervisors and the Community Action Commission (Attached hereto as Exhibit A).
- Section 5.** Copy to CSD: A copy of CAC Bylaws and all amendments shall be submitted to the California Department of Community Services and Development in accordance with CSBG Regulations.

ARTICLE XIII

PUBLIC ACCESS TO RECORDS

Any person who wishes to inspect or copy CAC records regularly maintained by CAP Riverside may do so after making a request to the CAP administration. Information will be provided pursuant to the Public Records Act and any other applicable laws.

State of California
 Department of Community Services and Development
 2016 DOE Allocation
 Administration and Training & Technical Assistance

County/Service Territory	Contract Number	2016 DOE PCA 25016	Total Allocation (Contract)	Allowable Admin	Allowable T&TA
1 Alameda County - Spectrum Community Services, Inc.	16C-6001	134,300	134,300	8,008	7,651
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA					
Amador County		7,823	7,823	466	446
Calaveras County		11,573	11,573	690	659
Tuolumne County		21,876	21,876	1,304	1,246
Service Territory Total	16C-6002	41,272	41,272	2,460	2,351
3 Butte County - CAA of Butte County, Inc.	16C-6003	74,537	74,537	4,444	4,246
4 Colusa Service Territory - Glenn County Health and Human Services Agency					
Colusa County		4,715	4,715	281	269
Glenn County		6,699	6,699	399	382
Trinity County		4,977	4,977	297	284
Service Territory Total	16C-6004	16,391	16,391	977	935
5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	16C-6005	115,014	115,014	6,858	6,552
6 Del Norte County - Del Norte Senior Center, Inc.	16C-6006	22,670	22,670	1,352	1,291
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency					
Alpine County		902	902	54	51
El Dorado County		63,990	63,990	3,816	3,645
Service Territory Total	16C-6007	64,892	64,892	3,870	3,696
8 Fresno County - Fresno County Economic Opportunities Commission	16C-6008	265,363	265,363	15,823	15,118
9 Humboldt Service Territory - Redwood CAA					
Humboldt County		55,918	55,918	3,334	3,186
Modoc County		5,953	5,953	355	339
Service Territory Total	16C-6009	61,871	61,871	3,689	3,525
10 Imperial Service Territory - Campesinos Unidos, Inc.					
Imperial County		26,387	26,387	1,573	1,503
San Diego County - Area A		144,566	144,566	8,620	8,236
Service Territory Total	16C-6010	170,953	170,953	10,193	9,739
11 Inyo Service Territory - TBD					
Inyo County		18,090	18,090	1,079	1,031
Mono County		22,738	22,738	1,356	1,295
Service Territory Total	16C-6011	40,828	40,828	2,435	2,326
12 Kern County - Community Action Partnership of Kern	16C-6012	241,942	241,942	14,426	13,783
13 Kings County - Kings Community Action Organization, Inc.	16C-6013	32,796	32,796	1,956	1,868
14 Lake Service Territory - North Coast Energy Services, Inc.					
Lake County		32,216	32,216	1,921	1,835
Mendocino County		38,899	38,899	2,319	2,216
Napa County		16,148	16,148	963	920
Solano County		42,430	42,430	2,530	2,417
Sonoma County		67,878	67,878	4,047	3,867
Yolo County		33,889	33,889	2,021	1,931
Service Territory Total	16C-6014	231,460	231,460	13,801	13,186
15 Lassen County - Lassen Economic Development Corporation	16C-6015	17,516	17,516	1,044	998
Los Angeles County					
16 Area A - Maravilla Foundation	16C-6016	431,626	431,626	25,739	24,589
17 Area B - Pacific Asian Consortium in Employment	16C-6017	305,117	305,117	18,193	17,382
18 Area C - Long Beach Community Action Partnership	16C-6018	266,192	266,192	15,872	15,165
19 Marin County - Community Action Marin	16C-6019	23,413	23,413	1,396	1,334
20 Mariposa County - Merced County CAA	16C-6020	41,335	41,335	2,465	2,355

Contract Number	2016 DOE PCA 25016	Total Allocation (Contract)	Allowable Admin	Allowable T&TA
16C-6001	134,300	134,300	8,008	7,651
	7,823	7,823	466	446
	11,573	11,573	690	659
	21,876	21,876	1,304	1,246
16C-6002	41,272	41,272	2,460	2,351
16C-6003	74,537	74,537	4,444	4,246
	4,715	4,715	281	269
	6,699	6,699	399	382
	4,977	4,977	297	284
16C-6004	16,391	16,391	977	935
16C-6005	115,014	115,014	6,858	6,552
16C-6006	22,670	22,670	1,352	1,291
	902	902	54	51
	63,990	63,990	3,816	3,645
16C-6007	64,892	64,892	3,870	3,696
16C-6008	265,363	265,363	15,823	15,118
	55,918	55,918	3,334	3,186
	5,953	5,953	355	339
16C-6009	61,871	61,871	3,689	3,525
	26,387	26,387	1,573	1,503
	144,566	144,566	8,620	8,236
16C-6010	170,953	170,953	10,193	9,739
	18,090	18,090	1,079	1,031
	22,738	22,738	1,356	1,295
16C-6011	40,828	40,828	2,435	2,326
16C-6012	241,942	241,942	14,426	13,783
16C-6013	32,796	32,796	1,956	1,868
	32,216	32,216	1,921	1,835
	38,899	38,899	2,319	2,216
	16,148	16,148	963	920
	42,430	42,430	2,530	2,417
	67,878	67,878	4,047	3,867
	33,889	33,889	2,021	1,931
16C-6014	231,460	231,460	13,801	13,186
16C-6015	17,516	17,516	1,044	998
16C-6016	431,626	431,626	25,739	24,589
16C-6017	305,117	305,117	18,193	17,382
16C-6018	266,192	266,192	15,872	15,165
16C-6019	23,413	23,413	1,396	1,334
16C-6020	41,335	41,335	2,465	2,355

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RESOLUTION


BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, June 21, 2016, that John J. Benoit, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 16C-6026 between Riverside County and Department of Community Services and Development providing: for the Department of Energy Weatherization Assistance Program 2016/2017.

10 Roll Call:

11 Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
12 Nays: None
13 Absent: None
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20 The foregoing is certified to be a true copy of a resolution duly adopted by said Board
21 of Supervisors on the date therein set forth.

22 KECIA HARPER-IHEM, Clerk of said Board

23 By: 
24 Deputy