

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



**ITEM: 3.44
(ID # 13947)**

MEETING DATE:
Tuesday, December 08, 2020

FROM: SUPERVISOR V. MANUEL PEREZ:

SUBJECT: SUPERVISOR V. MANUEL PEREZ: Approval of Second Amended and Restated Agreement with Regional Access Foundation, Inc. (RAP) for the Provision of Health, Mental Health and Juvenile Services, District 4. [Proceeds received from 100% County Health, Welfare and Juvenile Services Fund, City of Palm Desert Sales Tax]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Second Amended and Restated Agreement (Agreement) with Regional Access Project Foundation, Inc. (RAP) for the Provision of Health, Mental Health and Juvenile Services in Eastern Riverside County;
2. Authorize the Chairman of the Board of Supervisors to execute the Agreement;
3. Authorize the County Executive Officer (CEO), or designee, to approve up to five (5) years, after which annual extensions upon mutual agreement of the parties, and within financial parameters set forth in the Agreement; and
4. Authorize the CEO or designee to administer the Agreement.

ACTION: Policy


Supervisor V. Manuel Perez, Chairman 12/4/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 8, 2020
xc: Supvr. Perez, EO

Kecia R. Harper
Clerk of the Board

By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ TBD	\$ TBD	\$ TBD	\$ TBD
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% County Health, Welfare and Juvenile Services Fund, City of Palm Desert Sales Tax			Budget Adjustment:	N/A
			For Fiscal Year:	20/21-24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This agreement is pursuant to the Cooperative Agreement, by and between Regional Access Project Foundation, Inc (RAP) and the County of Riverside, dated February 13, 1992 (Cooperative Agreement). Prior to 1993, Riverside County prepared a needs assessment to evaluate the provision of health, mental health and juvenile services in eastern Riverside County. The assessment identified a variety of unmet needs. An advisory committee was appointed to make recommendations to address these unmet needs.

The RAP Foundation was formed at the recommendation of the advisory committee for the purposes of providing, or causing to be provided for health, mental health and juvenile services. The unmet need for health, mental health and juvenile services in eastern Riverside County continues to remain significant.

Riverside County wishes to continue engaging the RAP Foundation to provide such services, in part, on behalf of the County. The County provides funds to the RAP Foundation which are from taxes generated within the City of Palm Desert.

On July 20, 1993, the County entered into an agreement with the RAP Foundation 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 of Palm Desert and now Successor Agency, to the former Redevelopment Agency, for the specific purposes of providing health, mental health, juvenile services and program needs in the eastern area of Riverside County. The annual funding amount paid last fiscal year was \$1,667,519. The funding is based upon taxes generated from the City of Palm Desert and received within the Health, Welfare and Juvenile Services Fund.

Impact on Residents and Businesses

The services provided pursuant to this agreement provide valuable services to the residence of eastern Riverside County in the area of health, mental health and juvenile services.

ATTACHMENTS:

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

2020 Final Agreement – Exhibit A Scope
Exhibit B – Updated Parcel Map of Properties
Form 11 Cooperative Agreement
RAP Riverside County Agency Agreement July 20, 1993
RAP Riverside County March 2016 - 5 Yr. Agreement



Gregory H. Priamos, Director County Counsel 12/4/2020

FIRST AMENDED AND RESTATED AGREEMENT

for

Health, Mental Health and Juvenile Services in the Coachella Valley

Between

Regional Access Project Foundation, Inc.

and

County of Riverside



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1 THIS FIRST AMENDED AND RESTATED AGREEMENT ("Agreement") is made and
2 entered into this 8 day of December, 2020, by and between
3 REGIONAL ACCESS PROJECT FOUNDATION, INC., A California Nonprofit Benefit
4 Corporation ("RAP FOUNDATION"), and the COUNTY OF RIVERSIDE, a political
5 subdivision of the State of California, ("COUNTY").

6 RECITALS

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

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

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

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

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

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

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

24 WHEREAS, on or about July 20, 1993, COUNTY and RAP FOUNDATION entered
25 into an agreement ("Original Agreement") wherein County provided funding to the RAP
26 Foundation pursuant to the 1992 Cooperative Agreement;

27 WHEREAS, COUNTY wishes to continue engaging RAP FOUNDATION to provide
28 such services, in part, on behalf of COUNTY;

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

3 WHEREAS, in addition to the funding currently provided by the COUNTY,
4 additional funding shall be delivered by the COUNTY to the FOUNDATION from taxes
5 generated from the following property: 1) Parcel Map #22635, 2) Parcel Map #24255 3)
6 Parcel Map and/or Plot Plan #10813; and Parcel Map #22635. All of these properties
7 are located at or near the intersection of Monterey Avenue and Dinah Shore Drive,
8 Exhibit B.

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

11 WHEREAS, unless modified by this Agreement, each term of the
12 Original Agreement remains un-amended and in full force;

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

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

18 **1. Description of Services**

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

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

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

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

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

18 **2. Term**

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

1 Notwithstanding the foregoing statement of intent, the term of this Agreement shall run from the
2 Effective Date through June 30, 2025. This Agreement may be extended for an additional
3 period of 5 years upon mutual written agreement of the Parties.

4 **3. Compensation**

5 **3.1** The COUNTY shall pay RAP FOUNDATION for services provided in Section 1.1
6 for the SCOPE OF SERVICES defined in Exhibit A. Total compensation by COUNTY to RAP
7 FOUNDATION shall not exceed the amount available pursuant to paragraph (b) of Section 11 of
8 the 1992 Cooperative, including all expenses. Funds shall be disbursed in two semi-annual
9 disbursements. The disbursement of funds shall occur on or about February. The second
10 disbursement of funds shall occur on or about July 1. The COUNTY is not responsible for any
11 fees or costs incurred above or beyond the contracted amount.

12 **3.2** Funds provided pursuant to this Agreement shall be used to support tax exempt
13 organizations and agencies that provide services as set forth herein. Funds provided pursuant
14 to this Agreement shall not be utilized for services outside the service area and/or outside the
15 scope and focus of health, mental health and juvenile intervention.

16 **3.3** Funding for this Agreement is provided pursuant to the COUNTY obligation
17 for payment of this Agreement is subject to availability of funds pursuant to the 1992
18 Cooperative Agreement. Further, the COUNTY obligation for payment of this Agreement
19 beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY
20 funding from which payment can be made. No legal liability on the part of the COUNTY
21 shall arise for payment beyond June 30 of each calendar year unless funds are made available
22 for such payment. In the event that such funds are not forthcoming for any reason, COUNTY
23 shall immediately notify RAP FOUNDATION in writing; and this Agreement shall be deemed
24 terminated and have no further force and effect.

25 **3.4** All funds received by FOUNDATION from COUNTY shall not be provided to any
26 registered political parties, any political candidates, or any political campaigns.. No funds may be
27 used for working for or against ballot measures or for or against the candidacy of a person for
28 public office.

1 **3.5** RAP FOUNDATION may not expend more than 25 percent of the grant amount
2 for administrative costs, provided that such amounts are justified for the type and complexity of
3 the program, and that there are records to document these changes.

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

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

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

14
15 **4.1** The Board of Supervisors is the only authorized COUNTY representative who
16 may at any time, by written order, make alterations to this Agreement. If any such alteration
17 causes an increase or decrease in the cost of, or the time required for the performance under
18 this Agreement, an equitable adjustment shall be made in the Agreement price or delivery
19 schedule, or both, and the Agreement shall be modified by written amendment accordingly.

20 **4.2** Any claim by RAP FOUNDATION for additional payment related to this
21 Agreement shall be made in writing by RAP FOUNDATION within 30 days of when RAP
22 FOUNDATION has or should have notice of any actual or claimed change in the work which
23 results in additional and unanticipated cost to RAP FOUNDATION.

24 **5. Termination**

25 **5.1** COUNTY or RAP FOUNDATION may terminate this Agreement without cause
26 upon 30 days written notice served upon the other party stating the extent and effective date of
27 termination.

1 **5.2** COUNTY may, upon thirty (30) business days written notice, terminate this
2 Agreement for RAP FOUNDATION's default, if RAP FOUNDATION refuses or fails to comply
3 with the terms of this Agreement or fails to make progress so as to endanger performance and
4 does not cure such failure within thirty (30) business days after receipt of the written notice
5 ("Notice Period"). Any such written notice alleging a default upon the part of RAP FOUNDATION,
6 shall state with specificity the basis and reasons of any such default. In the event of such
7 termination, the COUNTY may proceed with the work in any manner deemed proper by
8 COUNTY.

9 **5.3** After expiration of the Notice Period and upon RAP FOUNDATIONS failure to cure
10 any default, RAP FOUNDATION shall:

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

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

16 **5.4** After termination, COUNTY shall make payment only for RAP FOUNDATION'S
17 performance up to the date of termination in accordance with this Agreement.

18 **5.5** RAP FOUNDATION's rights under this Agreement shall terminate (except for fees
19 accrued prior to the date of termination) upon a material breach of this Agreement by RAP
20 FOUNDATION; or in the event of RAP FOUNDATION's unwillingness or inability for any reason
21 whatsoever to perform the material terms of this Agreement. In such event, RAP FOUNDATION
22 shall not be entitled to any further compensation under this Agreement.

23 **5.6** The rights and remedies of COUNTY provided in this section shall not be
24 exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

25 **6. Quarterly and Annual Reporting**

26 RAP FOUNDATION shall provide the COUNTY with the following:

27 **6.1** An annual report detailing program activities within one hundred twenty (120)
28 days after the end of the fiscal year.

1 **6.2** Documentation on services provided and assistance provided to nonprofit
2 organizations, as well as other tax exempt organizations to meet the core goals of benefitting the
3 health, mental health and providing juvenile intervention services, in the form of written
4 notification to COUNTY within one hundred and twenty (120) days after the end of the fiscal year.

5 **6.3** Within one hundred and twenty (120) days of the end of each fiscal quarter,
6 FOUNDATION must provide financial reports to COUNTY's Executive Office regarding
7 FOUNDATION's activities, which reports must be in a form acceptable to said Executive Office
8 and must contain information relative to revenues received, expenditures incurred,
9 administrative overhead, programs funded and services provided.

10 **6.4** Annual Budget for current fiscal year (FY 2020/2021), and each year thereafter
11 during the term of the Agreement upon execution of the Agreement prior to the end of each fiscal
12 year thereafter.

13 **6.5** The Annual Budget shall be subject to review and approval of the Riverside
14 County Executive Office on behalf of County.

15 **6.6** Actual audited financial statements 2020/2021 fiscal year, and each year
16 thereafter during the term of the Agreement within one hundred twenty (120) days after the end
17 of the fiscal year.

18 **7. Conduct of RAP FOUNDATION**

19 **7.1** RAP FOUNDATION covenants that it presently has no interest, including, but not
20 limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect,
21 which would conflict in any manner or degree with RAP FOUNDATION's performance under this
22 Agreement. RAP FOUNDATION further covenants that no person or contractor having any such
23 interest shall be employed or retained by RAP FOUNDATION under this Agreement. RAP
24 FOUNDATION agrees to inform the COUNTY of all RAP FOUNDATION's interests, if any, which
25 are or may be perceived as in conflict with RAP FOUNDATION'S performance under this
26 Agreement. .

1 **7.2** RAP FOUNDATION shall not, under circumstances which could be interpreted as
2 an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special
3 favor from individuals or firms with whom RAP FOUNDATION is doing business or proposing to
4 do business, in accomplishing the work under this Agreement.

5 **7.3** RAP FOUNDATION or its employees shall not offer gifts, gratuity, favors, and
6 entertainment directly or indirectly to COUNTY employees.

7 **8. Inspection of Services**

8 **8.1** All performance shall be subject to inspection by the COUNTY. RAP
9 FOUNDATION shall provide adequate cooperation to COUNTY representative to permit him/her
10 to determine RAP FOUNDATION's conformity with the terms of this Agreement.

11 **9. Independent Contractor**

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

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

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

3 **11. Disputes**

4 **11.1** The parties shall attempt to resolve any disputes amicably at the working level. If
5 that is not successful, the dispute shall be referred to the senior management of the parties. Any
6 dispute relating to this Agreement which is not resolved by the parties shall be decided by the
7 COUNTY Board of Supervisors who shall furnish the decision in writing. The decision of the
8 COUNTY's Board of Supervisors shall be final and conclusive unless determined by a court of
9 competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as
10 necessarily to imply bad faith. RAP FOUNDATION shall proceed diligently with the performance
11 of this Agreement pending the resolution of a dispute.

12 **11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be
13 obligated to attend a mediation session in Riverside County before a neutral third party mediator.
14 A second mediation session shall be required if the first session is not successful. The parties
15 shall share the cost of the mediations.

16 **12. Licensing and Permits**

17 RAP FOUNDATION shall comply with all State or other licensing requirements, including
18 but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code.
19 All licensing requirements shall be met at the time proposals are submitted to the COUNTY. RAP
20 FOUNDATION warrants that it has all necessary permits, approvals, certificates, waivers and
21 exemptions necessary for performance of this Agreement as required by the laws and
22 regulations of the United States, the State of California, the County of Riverside and all other
23 governmental agencies with jurisdiction, and shall maintain these throughout the term of this
24 Agreement.

25 **13. Non-Discrimination**

26 RAP FOUNDATION shall not be discriminate in the provision of services, allocation of benefits,
27 accommodation in facilities, or employment of personnel on the basis of ethnic group
28 identification, race, religious creed, color, national origin, ancestry, physical handicap, medical

1 condition, sexual orientation, marital status or sex in the performance of this Agreement; and, to
2 the extent they shall be found to be applicable hereto, shall comply with the provisions of the
3 California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code),
4 the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42
5 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

6 **14. Records and Documents**

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

14 **15. Confidentiality**

15 **15.1** RAP FOUNDATION shall not use for personal gain or make other improper use
16 of privileged or confidential information which is acquired in connection with this Agreement. The
17 term "privileged or confidential information" includes but is not limited to: unpublished or sensitive
18 technological or scientific information; medical, personnel, or security records; anticipated
19 material requirements or pricing/purchasing actions; COUNTY information or data which is not
20 subject to public disclosure; COUNTY operational procedures; and knowledge of selection of
21 contractors, subcontractors or suppliers in advance of official announcement.

22 **15.2** RAP FOUNDATION shall protect from unauthorized disclosure names and other
23 identifying information concerning persons receiving services pursuant to this Agreement, except
24 for general statistical information not identifying any person. RAP FOUNDATION shall not use
25 such information for any purpose other than carrying out RAP FOUNDATION's obligations under
26 this Agreement. RAP FOUNDATION shall promptly transmit to the COUNTY all third party
27 requests for disclosure of such information. RAP FOUNDATION shall not disclose, except as
28 otherwise specifically permitted by this Agreement or authorized in advance in writing by the

1 COUNTY, any such information to anyone other than the COUNTY. For purposes of this
2 paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other
3 identifying particular assigned to the individual, such as finger or voice print or a photograph.

4 **16. Administration/Contract Liaison**

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

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8 **17. Notices**

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

12 COUNTY OF RIVERSIDE

13 Venus Brambila
14 Principal Management Analyst
15 Riverside County Executive Office
4080 Lemon Street, Suite 400
Riverside, California 92501

RAP FOUNDATION

Leticia De Lara
Chief Executive Officer
RAP FOUNDATION, INC.
41550 Eclectic St.
Palm Desert, CA 92260

16 **18. Force Majeure**

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

21 **19. EDD Reporting Requirements**

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

10 **20. Hold Harmless/Indemnification**

11 **20.1** RAP FOUNDATION shall indemnify and hold harmless the County of Riverside,
12 its Agencies, Districts, Special Districts and Departments, their respective directors, officers,
13 Board of Supervisors, elected and appointed officials, employees, agents and representatives
14 from any liability, claim, damage or action whatsoever, based or asserted upon any act or
15 omission of RAP FOUNDATION, its officers, employees, subcontractors, agents or
16 representatives arising out of or in any way relating to this Agreement, including but not limited
17 to property damage, bodily injury, or death. RAP FOUNDATION shall defend, at its sole cost
18 and expense, including but not limited to attorney fees, cost of investigation, defense and
19 settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and
20 Departments, their respective directors, officers, Board of Supervisors, elected and appointed
21 officials, employees, agents and representatives in any such action or claim. With respect to any
22 action or claim subject to indemnification herein by RAP FOUNDATION, RAP FOUNDATION
23 shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to
24 adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;
25 provided, however, that any such adjustment, settlement or compromise in no manner
26 whatsoever limits or circumscribes RAP FOUNDATION's indemnification of COUNTY. RAP
27 FOUNDATION's obligations hereunder shall be satisfied when RAP FOUNDATION has provided
28 to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from

1 any liability for the action or claim involved. The specified insurance limits required in this
2 Agreement shall in no way limit or circumscribe RAP FOUNDATION's obligations to indemnify
3 and hold harmless the COUNTY.

4 **20.2** In the event there is conflict between this clause and California Civil Code Section
5 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall
6 not relieve RAP FOUNDATION from indemnifying the COUNTY to the fullest extent allowed by
7 law.

8 **21. Insurance**

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

13 **21.1 Workers' Compensation**

14 If RAP FOUNDATION has employees as defined by the State of California, RAP
15 FOUNDATION shall maintain statutory Workers' Compensation Insurance (Coverage A) as
16 prescribed by the laws of the State of California. The Policy shall include Employers' Liability
17 (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person
18 per accident. The policy shall be endorsed to waive subrogation in favor of the County
19 of Riverside.

20 **21.2 Commercial General Liability**

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

3 **21.3 Vehicle Liability**

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

12 **21.4 General Insurance Provisions - All lines**

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

18 b) RAP FOUNDATION's insurance carrier(s) must declare its insurance
19 deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed
20 \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent
21 of the COUNTY Risk Manager before the commencement of operations under this Agreement.
22 Upon notification of deductibles or self-insured retention's unacceptable to the COUNTY, and at
23 the election of the Country's Risk Manager, RAP FOUNDATION'S carriers shall either; 1) reduce
24 or eliminate such deductibles or self-insured retention's as respects this Agreement with the
25 COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations,
26 claims administration, and defense costs and expenses.

27 c) RAP FOUNDATION shall cause RAP FOUNDATION'S insurance
28 carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original

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

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

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

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

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

5 **22. General**

6 **22.1** RAP FOUNDATION shall not delegate or assign any interest in this Agreement,
7 whether by operation of law or otherwise, without the prior written consent of COUNTY.

8 **22.2** Any waiver by COUNTY of any breach of any one or more of the terms of this
9 Agreement shall not be construed to be a waiver of any subsequent or other breach of the same
10 or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and
11 complete compliance with any terms of this Agreement shall not be construed as in any manner
12 changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

13 **22.3** In the event RAP FOUNDATION receives payment under this Agreement which
14 is later disallowed by COUNTY for nonconformance with the terms of the Agreement, RAP
15 FOUNDATION shall promptly refund the disallowed amount to the COUNTY on request; or at its
16 option the COUNTY may offset the amount disallowed from any payment due to RAP
17 FOUNDATION.

18 **22.4** RAP FOUNDATION shall not provide partial delivery or shipment of services or
19 products unless specifically stated in the Agreement.


20 **22.5** The COUNTY agrees to cooperate with RAP FOUNDATION in RAP
21 FOUNDATION'S performance under this Agreement, including, if stated in the Agreement,
22 providing RAP FOUNDATION with reasonable facilities and timely access to COUNTY data,
23 information and personnel.

24 **22.6** RAP FOUNDATION shall comply with all applicable Federal, State and local laws
25 and regulations. RAP FOUNDATION will comply with all applicable COUNTY policies and
26 procedures. In the event that there is a conflict between the various laws or regulations that may
27 apply, RAP FOUNDATION shall comply with the more restrictive law or regulation.

28


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

3
4 **COUNTY OF RIVERSIDE**, a political subdivision
5 of the State of California

6 By: 
7 V. Manuel Perez, Chairman
8 Board of Supervisors

9 Dated: DEC 08 2020

**REGIONAL ACCESS PROJECT
FOUNDATION, INC.**

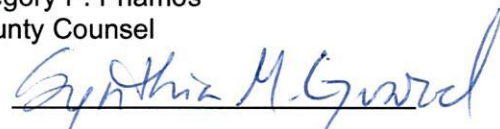
By:  CEO
Chairperson, Board of Directors

Dated: 3/9/21

10
11 ATTEST:
12 Kecia R. Harper
13 Clerk of the Board

14 By: 
15 Deputy

16 APPROVED AS TO FORM:
17 Gregory P. Priamos
18 County Counsel

19 By: 
20 Synthia M. Gunzel
21 Chief Deputy County Counsel
22
23
24
25
26
27
28

1 **EXHIBIT A**

2 **SCOPE OF SERVICE**

3 The REGIONAL ACCESS PROJECT FOUNDATION, INC. (RAP FOUNDATION) shall
4 provide to the County of Riverside services as set forth in the Agreement and this
5 Scope of Service. 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 may not be limited to the following:

11 **1. CENTER FOR NONPROFIT ASSISTANCE (CNA)**

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

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

1 **2. TARGETED GRANTS**

2 RAP FOUNDATION provides funding to nonprofits addressing health, mental
3 health and juvenile intervention unmet needs.

4 The following are examples of services and programs funded:

- 5 • Programs for seniors, youth and disadvantaged populations with an
6 emphasis on remote communities; The Colorado River Senior Center, The
7 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 through 2019.
12 Request for Proposals (RFP) were released to proactively focus on specific
13 areas identified by the community as high priorities. In the Fall of 2019,
14 the RAP Board expanded the RFPs to include Health-Mental Health
15 programs/projects and addressing Juvenile Intervention services through
16 our Small Grants.
- 17 • The Fast-Pitch annual competition is an innovative and creative way for
18 pre-qualified nonprofits to learn how to improve their communication and
19 presentation skills.

20 **3. IDENTIFY FUNDING PARTNERS/SEEK FUNDING FROM ADDITIONAL**
21 **SOURCES**

22 In 2017, RAP FOUNDATION was selected by The James Irvine Foundation (TJIF)
23 to administer a \$200,000 Immigration Rights funds to nonprofits in the Coachella
24 Valley. A second grant of \$400,000 was granted by TJIF to continue the work and
25 to expand the scope to address mental health issues experienced by the
26 immigrant population and the service providers. In the last three years, RAP
27 FOUNDATION has also received grants from The Weingart Foundation, Union
28 Bank, Wells Fargo, Bank of America, and several other financial contributions in the
 form of Sponsorships for events. RAP FOUNDATION anticipates future

1 collaborations and partnerships with other funders to address mutual interests and
2 increase our ability to make a positive impact on the community.

3 **4. SERVING AS FISCAL AGENT TO THE COUNTY OF RIVERSIDE AND OTHER**
4 **NONPROFITS**

5 RAP FOUNDATION continues to serve as the Fiscal agent to the Fourth
6 Supervisorial County Supervisor's office for the Annual Senior Inspiration
7 Awards and the Youth Advisory Council. RAP FOUNDATION is
8 responsible for administering the respective funds (issuing checks, paying
9 invoices, and reconciling bank accounts), and include the accounts in our Annual
10 Audits.

11 RAP FOUNDATION provides Fiscal Agency services to the Riverside
12 County's Department of Public Social Services' five Family Resource
13 Centers throughout Riverside County.

14 Lastly, RAP FOUNDATION has provided Fiscal Agency services to nonprofits
15 such as Lift to Rise, Prevent Child Abuse Riverside County and the Inland
16 Empire Community Foundation to assist them in carrying out their respective
17 missions.