

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



**ITEM: 3.29**  
(ID # 24914)

**MEETING DATE:**  
Tuesday, May 21, 2024

**FROM :** OFFICE ON AGING:

**SUBJECT:** OFFICE ON AGING: Approve Amendment No. AT-2223-33-A1 to increase the contract amount with the California Department of Aging for the Access to Technology (ATT), for the period October 1, 2022 – September 30, 2024; All Districts. [Total Cost: \$622,087 - 100% State]

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

1. Approve Amendment No. AT-2223-33-A1 with the California Department of Aging for Access to Technology (ATT) to increase the total contract aggregate amount by \$622,087 from \$2,666,575 to \$3,288,662; and to shorten the ending date for the period of performance from December 31, 2024, to September 30, 2024; and authorize the Chairman of the Board to sign the agreement on behalf of the County;
2. Direct the Clerk of the Board to return four (4) original agreements of AT-2223-33-A1 to the Riverside County Office on Aging for further processing.

**ACTION:Policy**

Jewel Lee, Director of Office on Aging

5/2/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: May 21, 2024  
xc: OoA

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$622,087	\$ 0	\$622,087	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% State</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	23/24 – 24/25

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Governor Newsom issued Executive Order (EO) N-73-20 to improve broadband speed and access in California, including improving download speeds for all Californians and to bridge the digital divide for two million Californians who lack broadband access. The EO specifies older adults as a priority population, particularly during the COVID-19 pandemic, as older adults are more vulnerable to COVID-19, continuing to shelter in-place and may be experiencing reduced interactions with other people and their communities.

The California Department of Aging (CDA) Access to Technology Program (ATT) is intended to meet the needs of older adults (i.e., 60 years of age and older) and adults with disabilities to gain access to digital connectivity and technology to reduce isolation, increase social connections, and enhance self-confidence in navigating digital and online resources. As part of the \$48.5 million administered by CDA, the State has increased the allocation share of its ATT funding to the Riverside County Office on Aging (RCOoA) in the amount of \$3,288,662 and will be utilized over a two-year period. This Amendment increases the total amount of the Agreement by \$622,087 for a new maximum Agreement amount of \$3,288,662. This opportunity is in alignment with the California Governor’s Master Plan on Aging.

This allocation allows for the purchase of technology, such as but not limited to laptops, tablets, and smart phones. The purchase of technological assets will support seniors in accessing reliable internet access, broadband infrastructure improvements, education and training, and conducting outreach about the program to seniors throughout Riverside County. RCOoA will collaborate with other County Departments to combat the isolation and provide maximum benefit to the greatest number of older adults and adults with disabilities among the more than two million Californians who currently lack broadband access and access to technology. The program will educate seniors on how to use technology to assist in the basics of daily living, such as paying bills and grocery shopping, thereby helping them to continue living independently in their communities.

On January 10, 2023, the Board approved the original agreement with CDA for ATT via agenda item 3.24. This amendment increases the total allocation by \$622,087 and shortens the term. Standard Agreement No. AT-2223-33-A1 set forth by CDA could be subject to modifications based on the state’s final legislative process. The term of this agreement is for twenty-four (24) months, beginning October 1, 2022, and ending on September 30, 2024.

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Standard Agreement No. AT-2223-33-A1 was reviewed and approved as to form by County Counsel.

**Impact on Residents and Businesses**

The ATT Program will reduce social isolation and improve well-being by expanding access and increasing connections and communication with family members, friends, caregivers, healthcare professionals, community resources, and services. These funds are to be utilized in accordance with the requirements set forth by CDA, for eligible populations defined above and further defined in AT-2223-33-A1.

**Additional Fiscal Information**

Administration of the program, including data collection and reporting will not to exceed 10% of the total grant award. There is no impact to the county general fund.

**ATTACHMENT.      STANDARD AGREEMENT NO. AT-2223-33-A1**

  
Brianna Lontajo, Principal Management Analyst      5/15/2024

  
Gregg Gu, Chief Deputy County Counsel      5/2/2024

# RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, May 21, 2024, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. AT-2223-33-A1 between Riverside County and the California Department of Aging providing for: Access to Technology (ATT) to increase the total contract aggregate amount.

## ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Abstain: None

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

KIMBERLY A. RECTOR, Clerk of the Board

BY: Naomy Li  
Deputy

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
The SCOD: 4170-AT222333-A1

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 8 PAGES

AGREEMENT NUMBER AT-2223-33	AMENDMENT NUMBER 1	Purchasing Authority Number
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

Riverside County Office on Aging

2. The term of this Agreement is:

START DATE

10/01/2022

THROUGH END DATE

09/30/2024

3. The maximum amount of this Agreement after this Amendment is:

\$ 3,288,662.00. Three Million Two Hundred Eighty Eight Thousand Six Hundred Sixty Two and 00/100 dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- A. This amendment shortens the contract term by three months, to September 30, 2024.
- B. This amendment increases the grant amount by \$ 622,087.00.
- C. Grant Agreement Exhibit A, Section 2.A, Grant Performance Period, is hereby amended to read: All work performed must be completed during the grant performance period from October 1, 2022, through **September 30, 2024**. No expenditure reports for work completed after **September 30, 2024**, will be paid.
- D. Grant Agreement Exhibit B, Section 1.A, Grant Award, is hereby amended to read: The total amount payable to Grantee pursuant to this Agreement shall not exceed the grant award amount of \$ 3,288,662.00.
- E. Grant Agreement Exhibit B, Section 5.D.2, Budget Detail, is hereby amended to read: Grantee must submit a final monthly expenditure report following the end of the program period and no later than October 31, 2024.
- F. Exhibit C has been replaced in its entirety, and attached hereto.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside County Office on Aging

CONTRACTOR BUSINESS ADDRESS

3610 Central Ave., Ste.102

PRINTED NAME OF PERSON SIGNING

CHUCK WASHINGTON

CONTRACTOR AUTHORIZED SIGNATURE



CITY

Riverside

STATE

CA

ZIP

92506

TITLE

Chair, Board of Supervisors

DATE SIGNED

5/21/2024

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

PRINTED NAME OF PERSON SIGNING

Nate Gillen

CONTRACTING AGENCY AUTHORIZED SIGNATURE

CITY

Sacramento

STATE

CA

ZIP

95833

TITLE

Chief, Business Management Bureau

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1, 4.04 A.4

COUNTY COUNSEL APPROVED AS TO FORM

BY Gregg Gu  
GREGG M. GU

05/01/2024  
DATE

ATTEST:  
KIMBERLY A. RECTOR, Clerk

By Nate Gillen  
DEPUTY

MAY 21 2024

3.29

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. APPROVAL**

This Agreement is of no force or effect until signed by both parties. The Grantee may not expend for activities performed prior to the commencement date or completed after the termination date of this Agreement.

**2. ASSIGNMENT**

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CDA Agreement Manager or designee in the form of a formal written amendment.

**3. GOVERNING LAW**

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

**4. STATE AND FEDERAL LAW**

It is the responsibility of the Grantee to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Grantee shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

**5. GRANTEE COMMITMENTS**

The Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications in support of its request for funding.

**6. PERFORMANCE AND ASSURANCES**

The Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

**7. AGENCY**

- A. In the performance of this Agreement, the Grantee and its agents, employees, and its subgrantees shall act in an independent capacity and not as officers, employees, or agents of the CDA.
- B. The Grantee is solely responsible for all activities supported by the Grant.

- C. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties.
- D. The Grantee shall not represent itself as an agent of the CDA for any purpose and has no authority to bind the CDA in any manner whatsoever.

#### **8. MUTUAL LIABILITY**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

#### **9. UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

#### **10. CONTRACTORS/CONSULTANTS**

The Grantee, and the agents and employees of Grantee, in the performance of this Agreement, are not officers, employees, or agents of the CDA. The Grantee's obligation to pay its Contractors/Consultants is an independent obligation from the CDA's obligation to make payments to the Grantee. Grantee agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Grantee's overall responsibility for the management of the project, and the Grantee shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

#### **11. NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Grantee and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Grantee and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The

Grantee must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

## **12. EXCISE TAX**

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

## **13. DISPUTES**

The Grantee must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Grantee must file a "Notice of Dispute" with the CDA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDA Agreement Manager or designee must meet with the Grantee for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

## **14. DISPUTE RESOLUTION**

In the event of a dispute, Grantee will discuss the problem informally with CDA's Grant Agreement Manager. If unresolved, the Grantee shall file a written "Notice of Dispute" with the CDA Grant Agreement Manager within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the CDA Grant Agreement Manager shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the Deputy Director of the Division of Home and Community Living (DHCL) at [dhcl@aging.ca.gov](mailto:dhcl@aging.ca.gov). The decision of the CDA DHCL Deputy Director shall be final. Unless otherwise instructed by the CDA Grant Agreement Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

## **15. RIGHT TO TERMINATE**

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDA, CDA must pay all responsible costs and non-cancellable obligations incurred by the Grantee as of the date of termination.

## **16. TERMINATION FOR CAUSE**

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDA shall reimburse the Grantee for all documented costs incurred up to the date of termination, including all non-cancellable obligations.



#### **17. FORCE MAJEURE**

The Grantee shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

#### **18. SUSPENSION OF PAYMENTS**

Reimbursement under this Agreement may be suspended or terminated, or both, and Grantee may be subject to debarment if CDA determines that Grantee has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and emailed to CDA, Legal Office at [Legal@CDA.ca.gov](mailto:Legal@CDA.ca.gov).

#### **19. BREACH PROVISIONS**

The Grantee may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDA shall provide in writing a Notice of Breach to the Grantee within ten (10) calendar days upon discovery of breach. Grantee shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Grantee fails to cure the breach within the time prescribed by this Agreement, CDA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDA determines that Grantee is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Agreement, and if Grantee does not remedy any such failure in a reasonable manner, CDA may withhold all or any portion of the grant funding and take any other action that CDA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Grantee and CDA notifies Grantee of its decision not to release funds that have been withheld pursuant to Exhibit C, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDA may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDA notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Grantee and CDA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by CDA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

## 20. PUBLIC INFORMATION & EDUCATION

Public Education and Information (PE&I) falls into two categories:

- Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.
- Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags.

**The State of California and CDA do NOT allow grant funds to be used for this purpose.**

Grantees that use CDA funds to produce educational material must receive approval from the CDA Office of Communications prior to production. Additionally, grantees that use non-federal or state funds to produce PE&I materials must receive written approval from the CDA Office of Communications to use any CDA logo. Grantees should allow a minimum of 10 business days for approval. Contact the CDA Office of Communications at [communications@aging.ca.gov](mailto:communications@aging.ca.gov) with any logo approval requests.

Grantees should also advise vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the grantee and CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video, and audio). CDA reserves the right to use materials developed by the grantee and/or contractor.

Inclusion of the CDA logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the CDA Office of Communications at [communications@aging.ca.gov](mailto:communications@aging.ca.gov).

## 21. ADVERTISING & PUBLIC RELATIONS

A grantee must coordinate all media and kick-off events with the CDA Office of Communications.

All press releases discussing the kick-off of a grant and/or grant-funded activity or any program advertisement utilizing the CDA logo must be approved by the CDA Office of Communications prior to dissemination. Approval is also required for all use of the CDA logo or mention of CDA in materials. The grantee should email all materials needing approval (a draft press release, a proof showing CDA logo placement, etc.) to [communications@aging.ca.gov](mailto:communications@aging.ca.gov) at least 14 days before the announcement or event and copy the appropriate CDA Program Coordinator.

Grant funds may be used to purchase paid advertising (i.e., television, radio, cinema, Internet, print, outdoor). However, special reporting documents are required, and costs must be displayed as a separate "paid media" line item in the grant budget. Additionally, federally funded public service announcements (PSAs) or video materials intended for television broadcast must be closed captioned. A grantee should contact the CDA Office of Communications for more information on paid advertising.

## **22. COPYRIGHTS/TRADEMARKS**

CDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

- The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
- Any rights of copyright/trademark to which a grantee or contractor purchases ownership with grant funds.

## **23. SCOPE OF WORK AND BUDGET CHANGES**

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDA approval and, at its discretion, CDA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDA will respond in writing as to whether the proposed changes are accepted.

## **24. REPORTING REQUIREMENTS**

The Grantee agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

## **25. EQUIPMENT**

Purchase of equipment not included in the approved Budget requires prior approval.

## **26. CLOSEOUT**

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final expenditure report and financial closeout report, and resolution of any performance or compliance issues.

## **27. CONFIDENTIAL AND PUBLIC RECORDS**

The Grantee and CDA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDA has the sole authority to determine whether the information is exempt from public release. If

CDA deems the data exempt, it shall maintain such information as confidential and notify the Grantee of any requests for release of the information.

## **28. PROPERTY DAMAGE CLAIMS PROCESS**

Should a property owner claim damages arising under, related to or involving this Agreement, the Grantee shall forward the property owner's written request for compensation to the CDA Agreement Manager. The written request shall be fully supported by factual information. The Deputy Director or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDA's decision, the property owner may file a claim with the California Department of General Services.

## **29. AMENDMENTS**

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No verbal understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirement and restrictions of this paragraph.

## **30. COPYRIGHT**

- A. The Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act (17 U.S.C. 101, et seq.).
- B. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California Department of Aging pursuant to this section.
- C. The CDA may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California Department of Aging website for public access and viewing.

## **31. RECORDS**

- A. Communications, grant related documents, data, original receipts, and monthly expenditure reports must be maintained by the Grantee and shall be made available to CDA upon request.

- B. The Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices.
- C. The Grantee shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to CDA for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents, and records for five years following project termination or issuance of final payment, whichever is later.
- D. The Grantee shall keep such records as CDA shall prescribe, including records which fully disclose:
  - i. The disposition of the proceeds of CDA funding assistance;
  - ii. The total cost of the project in connection with such assistance that is given or used;
  - iii. The amount and nature of that portion of the project cost supplied by other sources; and
  - iv. Any other such records that will facilitate an effective audit.
- E. The Grantee agrees that CDA shall have the right to inspect and make copies of any books, records, or reports pertaining to this Agreement or matters related thereto during regular office hours. The Grantee shall maintain and make available for inspection by CDA accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. Such accounts, documents, and records shall be retained by the Grantee for at least five years following project termination or issuance of final payment, whichever is later.
- F. The Grantee shall use a generally accepted accounting system as outlined within the Grant Procedures Manual.

### **32. SEVERABILITY**

If any provision of this Agreement or the application thereof is invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

### **33. APPLICABLE LAW**

The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

# AT-2223-33-A1

Final Audit Report

2024-05-01

Created:	2024-05-01
By:	Cindy Ramos-Corner (circorner@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOp5Z7Hg1cwcHi88C5TfGJKYu-a0Lxya2

## "AT-2223-33-A1" History

-  Document created by Cindy Ramos-Corner (circorner@rivco.org)  
2024-05-01 - 5:17:47 PM GMT
-  Document emailed to Gregg Gu (ggu@rivco.org) for signature  
2024-05-01 - 5:17:52 PM GMT
-  Email viewed by Gregg Gu (ggu@rivco.org)  
2024-05-01 - 8:27:35 PM GMT
-  Document e-signed by Gregg Gu (ggu@rivco.org)  
Signature Date: 2024-05-01 - 8:32:09 PM GMT - Time Source: server
-  Agreement completed.  
2024-05-01 - 8:32:09 PM GMT

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
 to Riverside County Clerk of the Board, Stop 1010  
 Post Office Box 1147, Riverside, Ca 92502-1147  
 The State of California 4170-AT222333-A1

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT - AMENDMENT**  
 STD 213A (Rev. 4/2020)  
 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 8 PAGES

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 California Department of Aging

CONTRACTOR NAME  
 Riverside County Office on Aging

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 10/01/2022  
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 \$ 3,288,662.00. Three Million Two Hundred Eighty Eight Thousand Six Hundred Sixty Two and 00/100 dollars

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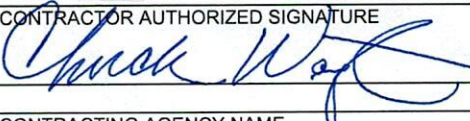
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- F. Exhibit C has been replaced in its entirety, and attached hereto.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.


**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
 Riverside County Office on Aging

CONTRACTOR BUSINESS ADDRESS 3610 Central Ave., Ste.102	CITY Riverside	STATE CA	ZIP 92506
PRINTED NAME OF PERSON SIGNING <b>CHUCK WASHINGTON</b>	TITLE Chair, Board of Supervisors		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 5/21/2024		


**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME  
 California Department of Aging

CONTRACTING AGENCY ADDRESS 2880 Gateway Oaks Drive, Suite 200	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Nate Gillen	TITLE Chief, Business Management Bureau		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED 7/3/24		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL  
 EXEMPTION (If Applicable)  
 SCM Vol. 1, 4.04 A.4

COUNTY COUNSEL APPROVED AS TO FORM  
 BY Gregg Gu 05/01/2024  
 GREGG M. GU DATE

ATTEST:  
 KIMBERLY A. RECTOR, Clerk  
 BY  DEPUTY

MAY 21 2024 3.29

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. APPROVAL**

This Agreement is of no force or effect until signed by both parties. The Grantee may not expend for activities performed prior to the commencement date or completed after the termination date of this Agreement.

**2. ASSIGNMENT**

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CDA Agreement Manager or designee in the form of a formal written amendment.

**3. GOVERNING LAW**

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

**4. STATE AND FEDERAL LAW**

It is the responsibility of the Grantee to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Grantee shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

**5. GRANTEE COMMITMENTS**

The Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications in support of its request for funding.

**6. PERFORMANCE AND ASSURANCES**

The Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

**7. AGENCY**

- A. In the performance of this Agreement, the Grantee and its agents, employees, and its subgrantees shall act in an independent capacity and not as officers, employees, or agents of the CDA.
- B. The Grantee is solely responsible for all activities supported by the Grant.



- C. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties.
- D. The Grantee shall not represent itself as an agent of the CDA for any purpose and has no authority to bind the CDA in any manner whatsoever.

#### **8. MUTUAL LIABILITY**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

#### **9. UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

#### **10. CONTRACTORS/CONSULTANTS**

The Grantee, and the agents and employees of Grantee, in the performance of this Agreement, are not officers, employees, or agents of the CDA. The Grantee's obligation to pay its Contractors/Consultants is an independent obligation from the CDA's obligation to make payments to the Grantee. Grantee agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Grantee's overall responsibility for the management of the project, and the Grantee shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

#### **11. NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Grantee and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Grantee and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The

Grantee must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

## **12. EXCISE TAX**

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

## **13. DISPUTES**

The Grantee must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Grantee must file a "Notice of Dispute" with the CDA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDA Agreement Manager or designee must meet with the Grantee for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

## **14. DISPUTE RESOLUTION**

In the event of a dispute, Grantee will discuss the problem informally with CDA's Grant Agreement Manager. If unresolved, the Grantee shall file a written "Notice of Dispute" with the CDA Grant Agreement Manager within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the CDA Grant Agreement Manager shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the Deputy Director of the Division of Home and Community Living (DHCL) at [dhcl@aging.ca.gov](mailto:dhcl@aging.ca.gov). The decision of the CDA DHCL Deputy Director shall be final. Unless otherwise instructed by the CDA Grant Agreement Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

## **15. RIGHT TO TERMINATE**

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDA, CDA must pay all responsible costs and non-cancellable obligations incurred by the Grantee as of the date of termination.

## **16. TERMINATION FOR CAUSE**

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDA shall reimburse the Grantee for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

## **17. FORCE MAJEURE**

The Grantee shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

## **18. SUSPENSION OF PAYMENTS**

Reimbursement under this Agreement may be suspended or terminated, or both, and Grantee may be subject to debarment if CDA determines that Grantee has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and emailed to CDA, Legal Office at [Legal@CDA.ca.gov](mailto:Legal@CDA.ca.gov).

## **19. BREACH PROVISIONS**

The Grantee may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDA shall provide in writing a Notice of Breach to the Grantee within ten (10) calendar days upon discovery of breach. Grantee shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Grantee fails to cure the breach within the time prescribed by this Agreement, CDA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDA determines that Grantee is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Agreement, and if Grantee does not remedy any such failure in a reasonable manner, CDA may withhold all or any portion of the grant funding and take any other action that CDA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Grantee and CDA notifies Grantee of its decision not to release funds that have been withheld pursuant to Exhibit C, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDA may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDA notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Grantee and CDA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by CDA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

## 20. PUBLIC INFORMATION & EDUCATION

Public Education and Information (PE&I) falls into two categories:

- Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.
- Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags.

**The State of California and CDA do NOT allow grant funds to be used for this purpose.**

Grantees that use CDA funds to produce educational material must receive approval from the CDA Office of Communications prior to production. Additionally, grantees that use non-federal or state funds to produce PE&I materials must receive written approval from the CDA Office of Communications to use any CDA logo. Grantees should allow a minimum of 10 business days for approval. Contact the CDA Office of Communications at [communications@aging.ca.gov](mailto:communications@aging.ca.gov) with any logo approval requests.

Grantees should also advise vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the grantee and CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video, and audio). CDA reserves the right to use materials developed by the grantee and/or contractor.

Inclusion of the CDA logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the CDA Office of Communications at [communications@aging.ca.gov](mailto:communications@aging.ca.gov).

## 21. ADVERTISING & PUBLIC RELATIONS

A grantee must coordinate all media and kick-off events with the CDA Office of Communications.

All press releases discussing the kick-off of a grant and/or grant-funded activity or any program advertisement utilizing the CDA logo must be approved by the CDA Office of Communications prior to dissemination. Approval is also required for all use of the CDA logo or mention of CDA in materials. The grantee should email all materials needing approval (a draft press release, a proof showing CDA logo placement, etc.) to [communications@aging.ca.gov](mailto:communications@aging.ca.gov) at least 14 days before the announcement or event and copy the appropriate CDA Program Coordinator.

Grant funds may be used to purchase paid advertising (i.e., television, radio, cinema, Internet, print, outdoor). However, special reporting documents are required, and costs must be displayed as a separate "paid media" line item in the grant budget. Additionally, federally funded public service announcements (PSAs) or video materials intended for television broadcast must be closed captioned. A grantee should contact the CDA Office of Communications for more information on paid advertising.

## **22. COPYRIGHTS/TRADEMARKS**

CDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

- The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
- Any rights of copyright/trademark to which a grantee or contractor purchases ownership with grant funds.

## **23. SCOPE OF WORK AND BUDGET CHANGES**

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDA approval and, at its discretion, CDA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDA will respond in writing as to whether the proposed changes are accepted.

## **24. REPORTING REQUIREMENTS**

The Grantee agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

## **25. EQUIPMENT**

Purchase of equipment not included in the approved Budget requires prior approval.

## **26. CLOSEOUT**

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final expenditure report and financial closeout report, and resolution of any performance or compliance issues.

## **27. CONFIDENTIAL AND PUBLIC RECORDS**

The Grantee and CDA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDA has the sole authority to determine whether the information is exempt from public release. If

CDA deems the data exempt, it shall maintain such information as confidential and notify the Grantee of any requests for release of the information.

## **28. PROPERTY DAMAGE CLAIMS PROCESS**

Should a property owner claim damages arising under, related to or involving this Agreement, the Grantee shall forward the property owner's written request for compensation to the CDA Agreement Manager. The written request shall be fully supported by factual information. The Deputy Director or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDA's decision, the property owner may file a claim with the California Department of General Services.

## **29. AMENDMENTS**

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No verbal understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirement and restrictions of this paragraph.

## **30. COPYRIGHT**

- A. The Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act (17 U.S.C. 101, et seq.).
- B. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California Department of Aging pursuant to this section.
- C. The CDA may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California Department of Aging website for public access and viewing.

## **31. RECORDS**

- A. Communications, grant related documents, data, original receipts, and monthly expenditure reports must be maintained by the Grantee and shall be made available to CDA upon request.

- B. The Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices.
- C. The Grantee shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to CDA for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents, and records for five years following project termination or issuance of final payment, whichever is later.
- D. The Grantee shall keep such records as CDA shall prescribe, including records which fully disclose:
  - i. The disposition of the proceeds of CDA funding assistance;
  - ii. The total cost of the project in connection with such assistance that is given or used;
  - iii. The amount and nature of that portion of the project cost supplied by other sources; and
  - iv. Any other such records that will facilitate an effective audit.
- E. The Grantee agrees that CDA shall have the right to inspect and make copies of any books, records, or reports pertaining to this Agreement or matters related thereto during regular office hours. The Grantee shall maintain and make available for inspection by CDA accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. Such accounts, documents, and records shall be retained by the Grantee for at least five years following project termination or issuance of final payment, whichever is later.
- F. The Grantee shall use a generally accepted accounting system as outlined within the Grant Procedures Manual.

### **32. SEVERABILITY**

If any provision of this Agreement or the application thereof is invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

### **33. APPLICABLE LAW**

The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.