

823



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

FROM: Community Health Agency / Department of Public Health

SUBMITTAL DATE:
March 10, 2011

SUBJECT: Ratify the Agreement between The California Endowment and the County of Riverside Department of Public Health (DOPH)/Office of Injury Prevention for the "Healthy Riverside Community Initiative" program.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Agreement between the County of Riverside Department of Public Health (DOPH) and the California Endowment for the period of March 1, 2011 through February 28, 2013 in the amount of \$295,263; and
- 2) Approve and direct the Auditor-Controller to make the budget adjustments to the FY10/11 budget as specified on the attached Schedule A; and
- 3) Authorize the Chairperson to sign two (2) originals of said Agreement on behalf of the County.

VJB: al

Susan D. Harrington

Susan Harrington, Director of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 46,016	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	YES
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% grant funded by The California Endowment.	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

Debra Cournoyer
Debra Cournoyer

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 3/14/11
 SAMUEL WONG
 Departmental Concurrence
 APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: 3/14/11

Dept's Recomm.:
 Per Exec. Ofc.:
 Policy
 Policy

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

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.7

SUBJECT: Ratify the Agreement between The California Endowment and the County of Riverside Department of Public Health (DOPH)/Office of Injury Prevention for the "Healthy Riverside Community Initiative" program.

BACKGROUND: The California Endowment has granted the Riverside County Community Health Agency funds in the amount of \$295,263 to execute what is known as the "Healthy Riverside Communities Initiative". This purpose of this grant will be to support capacity building and technical assistance for cities in Riverside County to develop and implement land-use and transportation policies that improve environmental health and environmental justice issues within the County.

These grant funds will strengthen coordination and capacity of partners to demonstrate progress in the development and implementation of a Community Health and Wellness Element for the City of Coachella's General Plan Update; Increase capacity of local city governments and community partners to understand and develop land-use policies that work to improve environmental health and environmental justice; Strengthen partnerships and coordination between Riverside County Department of Public Health, local and regional government and community partners statewide to work on environmental health and environmental justice issues.

FINANCIAL INFORMATION: The entire amount awarded based on the Comprehensive agreement is \$295,263. Of that amount, \$46,016 is requested for approval for FY 10/11. The remaining \$249,247 will be budgeted and expended as part of the County's FY 11/12 and 12/13 budget processes. 100% grant funded through The California Endowment.

SCHEDULE A

Community Health Agency
Department of Public Health
Public Health Injury Prevention Branch
The California Endowment Healthy Riverside Communities Initiative
HS340068

Budget Adjustment
Fiscal Year 2010/11

INCREASE IN APPROPRIATIONS:

10000- 4200100000- 510040	Salaries	\$	8,041
10000- 4200100000- 518100	Budgeted Benefits		6,045
10000- 4200100000- 520705	Food		500
10000- 4200100000- 525340	Temporary Help		23,488
10000- 4200100000- 527180	Operational Supplies		6,067
10000- 4200100000- 529040	Private Mileage Reimbursement		1,875
TOTAL INCREASE IN APPROPRIATION			<u>\$ 46,016</u>

INCREASE IN ESTIMATED REVENUE:

10000- 4200100000- 781480	Program Revenue		<u>\$46,016</u>
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THE CALIFORNIA ENDOWMENT
RESTRICTED PROJECT GRANT AGREEMENT

Riverside County Community Health Agency

EIN 95-6000930

Grant Number 20101960

This Restricted Project Grant Agreement ("Agreement"), upon execution on behalf of Grantee in the spaces provided for signature, will evidence Grantee's agreement with and commitment to The California Endowment ("The Endowment") as follows:

I. GRANTEE'S STATUS

This grant is specifically conditioned upon Grantee's status as an eligible grantee of The Endowment in accordance with this section. Grantee warrants and represents that it is one of the following: (a) a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and is not a private foundation as defined in Section 509(a) of the Code, (b) a governmental unit referred to in Section 170(c)(1) of the Code, or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code. If grantee is a Section 501(c)(3) organization described in (a), Grantee has provided The Endowment with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee's current tax status, Grantee will notify The Endowment immediately of any actual or proposed change in tax status.

II. PURPOSE OF GRANT

Healthy Riverside Communities Initiative: To support capacity building and technical assistance for cities to develop and implement land-use and transportation policies that improve environmental health and environmental justice issues in Riverside County.

This grant is made only for the specific charitable purposes described in this Agreement. The grant funds, which includes any interest earned on the funds, may not be used for any other purpose without prior written approval from The Endowment.

III. EXPECTED OUTCOMES OF GRANT

1. Strengthened coordination and capacity of partners to demonstrate progress in the development and implementation of a Community Health and Wellness Element for the City of Coachella's General Plan Update as evidenced by the coordination and facilitation of a monthly meeting with partners involved to ascertain the status of the plan, build capacity through relevant trainings and develop an implementation evaluation plan with specific health and wellness indicators.
2. Increased capacity of local governments and community partners to understand and develop land-use policies that work to improve environmental health and environmental justice issues as evidenced by the participation of at least 30

Riverside County city and planning representatives in regional trainings and technical assistance workshops related to developing health and equity-promoting land use and transportation policies.

3. Strengthened partnerships and coordination between RCDOPH, local and regional government and community partners, and BHC partners statewide to work on environmental health and environmental justice issues as evidenced by the development of a strategic plan including the identification and engagement of new members for the Riverside County Joint Health Coalition, regular participation in the ECVBHC Hub and in BHC peer-to-peer and initiative-wide learning opportunities.

IV. AMOUNT OF GRANT

\$295,263, payable as follows.

\$148,330 upon The Endowment's receipt of this executed Agreement;

\$146,933 on 2/17/2012.

First payment is contingent upon receipt of this original signed Agreement. Subsequent payments are contingent upon compliance with this Agreement, including timely receipt of progress reports, as outlined in the Terms and Conditions of Grant Section.

V. PERIOD OF GRANT

Grant funds are to be applied to expenses incurred for the period from **March 1, 2011** to **February 28, 2013**, unless otherwise agreed upon in writing by The Endowment.

VI. TERMS AND CONDITIONS OF GRANT

Grantee agrees that the grant is subject to the following conditions:

A. Expenditure of Grant Funds.

1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Prohibited Uses. Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501(c)(3) of the Code, including:
 - a. carrying on propaganda, or otherwise attempt to, influence legislation,
 - b. influencing the outcome of any specific public election,
 - c. carrying on, directly or indirectly, any voter registration drive,
 - d. inducing or encouraging violations of law or public policy, or
 - e. causing any private inurement or improper private benefit to occur.
3. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.

- B. Return of Funds. Grantee shall return to The Endowment any unexpended grant funds under the following conditions:
1. If The Endowment, in its reasonable discretion, determines that the Grantee has not performed in accordance with this Agreement; or
 2. Any portion of the funding is not used for grant purposes.
- C. Records, Audits, Site Visits. Funds provided by The Endowment, together with any interest thereon, shall be accounted for separately in the Grantee's books and records. A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for The Endowment's review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. The Endowment, or a designated representative, reserves the right, upon written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by The Endowment as a restricted grant.
- D. Reports. Grantee shall make a written report to The Endowment as of the end of Grantee's annual accounting period within which the grant or any portion thereof is received and all such subsequent periods until the grant funds are expended in full or the grant is otherwise terminated. Such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the Grantee toward achieving the purposes for which the grant was made. Such reports shall be furnished to The Endowment within thirty (30) days after the close of the annual accounting period of the Grantee for which such reports are made. Within thirty (30) days after the use of the grant funds is completed, the Grantee must make a final written report with respect to all expenditures made from the grant funds (including salaries, travel, and supplies), and including the progress made toward the goals of the grant. All such reports must be signed by an officer of the Grantee.
- The schedule of due dates for such written reports is:
- 1st interim report: 9/30/2011;
2nd interim report: 3/31/2012;
3rd interim report: 9/30/2012; and
Final Report: 3/31/2013
- E. Budgets. Expenditures of grant funds must be made substantially in accordance with the grant budget, which is attached as Exhibit A. Any material changes from the budget must be approved in advance by The Endowment.
- F. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- G. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to The Endowment if significant changes or events occur during the term of this grant which could potentially impact the progress or

outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.

- H. Public Reporting. The Grantee agrees to disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- I. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements as The Endowment may establish from time to time. Grantee grants to The Endowment an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
- J. Knowing Assumption of Obligations. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact The Endowment or legal counsel.
- K. Terrorist Activity. The Grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
- L. Identification of The Endowment. Grantee shall ensure that The Endowment is clearly identified as a funder or supporter of Grantee in all published material relating to the subject matter of the grant. Grantee shall list The Endowment as a funder or supporter in its annual report (if any). All proposed Grantee external communications regarding The Endowment shall be submitted first to The Endowment for its review and approval.
- M. The Endowment Letterhead and Logo. Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.
- N. Subgrantees. With regard to the selection of any subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of The Endowment. There is no agreement, written or oral, by which The Endowment may cause Grantee to choose any particular subgrantee.
- O. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- P. No Waivers. The failure of The Endowment to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- Q. No Further Obligations by The Endowment. This grant is made with the understanding that The Endowment has no obligation to provide other or additional support or grants to the Grantee.

- R. Remedies. If The Endowment determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, The Endowment may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and The Endowment may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to The Endowment. The Endowment may also avail itself of any other remedies available by law.
- S. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of The Endowment, its officers, directors, employees, or agents.
- T. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- U. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.
- V. Governing Law. This Agreement shall be governed by the laws of the State of California.

VII. ACCEPTANCE OF AGREEMENT

The Endowment reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.

Accepted on behalf of Riverside County Community Health Agency by:

Authorized Signature

Date

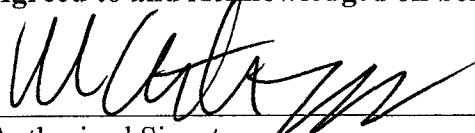
Printed Name

Title

Attest:
Kecia Harper-Ihem
Clerk of the Board

Agreed to and Acknowledged on behalf of The Endowment:

By _____
Deputy



Authorized Signature

2/28/11

Date

Martin Zogg

Printed Name

Director of Monitoring & Compliance

Title

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPPIS DATE

Riverside County Department of Public Health 20101960

	Total Project Budget			Request to The California Endowment			Approved Budget (section to be completed by TCE staff)		
	Year 1	Year 2	Total	Year 1	Year 2	Total	Year 1	Year 2	Total
Personnel									
Community Health Agency Director/Health Officer	5,980	6,100	12,080			0	0	0	0
.025FTE						0	0	0	0
Deputy Director .05 FTE	6,760	6,895	13,655			0	0	0	0
Program Director .05 FTE	4,160	4,243	8,403			0	0	0	0
Epidemiology Analyst .3 FTE / .1 FTE TCE	20,400	20,808	41,208	7,000	6,800	13,800	7,000	6,800	13,800
Program Coordinator II .05 FTE	3,328	3,395	6,723			0	0	0	0
HEA II .25 FTE TCE	8,826	9,003	17,829	8,826	8,826	17,652	8,826	8,826	17,652
Program Chief II .05 FTE	5,200	5,304	10,504			0	0	0	0
Office Assistant II .3 FTE / .25 FTE TCE	9,360	9,547	18,907	8,398	8,398	16,796	8,398	8,398	16,796
Planner III .10 FTE TCE	61,172	62,395	123,567	61,172	61,172	122,344	61,172	61,373	122,545
Benefits total 43% /TCE request 32%	37,791	38,547	76,338	27,327	27,263	54,589	27,327	27,327	54,654
Total Personnel	162,977	166,237	329,213	112,723	112,459	225,181	112,723	112,724	225,447
Non-Personnel									
Operating Costs									
a.Rent	20,000	20,000	40,000	6,500	6,500	13,000	0	0	0
b.Travel	7,500	7,500	15,000	7,500	7,500	15,000	7,500	7,500	15,000
c.Meeting Expenses	5,000	5,000	10,000	5,000	5,000	10,000	5,000	5,000	10,000
d.Office Supplies	2,500	2,500	5,000	2,500	2,500	5,000	2,500	2,500	5,000
Total Non-Personnel	35,000	35,000	70,000	21,500	21,500	43,000	15,000	15,000	30,000
Direct Costs	197,977	201,237	399,213	134,223	133,959	268,181	127,723	127,724	255,447
<i>Indirect Costs @15%(rent excluded)</i>	<i>29,697</i>	<i>30,185</i>	<i>59,882</i>	<i>20,133</i>	<i>20,094</i>	<i>40,227</i>	<i>19,158</i>	<i>19,158</i>	<i>38,316</i>
Total Direct and Indirect	227,674	231,422	459,095	154,356	154,053	308,408	146,881	146,882	293,763
Other Costs									
Subcontracts									
consultants	25,000	25,000	50,000	0	0	0	0	0	0
Capital & Equipment									
a.2 Desk Top PCs (in Kind)	4,000	0	4,000	0	0	0	0	0	0
b.1 Laptop computer	1,500	0	1,500	1,500	0	1,500	1,500	0	1,500
Total Other Costs	30,500	25,000	55,500	1,500	0	1,500	1,500	0	1,500
Grand Total	258,174	256,422	514,595	155,856	154,053	309,908	148,381	146,882	295,263