

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

829



SUBMITTAL DATE:
September 12, 2013

FROM: Economic Development Agency

SUBJECT: Mecca Comfort Station Memorandum of Understanding

RECOMMENDED MOTION: The Board of Supervisors:

1. Approve the attached Memorandum of Understanding between Riverside County Department of Public Social Services and the County of Riverside Economic Development Agency;
2. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute the attached Memorandum of Understanding on behalf of the County of Riverside Economic Development Agency;

(Continued)

Susan Loew

Robert Field

Susan Loew
Director of Public Social Services

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 106,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 106,500	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

COMPANION ITEM ON BOARD AGENDA: Yes

SOURCE OF FUNDS: Riverside County Department of Public Social Services
General Fund

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature

BY: *Jennifer L. Sarger*
Jennifer L. Sarger

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Lisette Rose* 9/11/13
 Lisette Rose
 CONCURRENCE
 DATE: 9/13/13
 DEPARTMENT: *Public Social Services*
 FORM APPROVED COUNTY COUNSEL
 BY: *Annie T. Sahhar* 9/3/13
 ANNIE T. SAHHAR

Policy Policy
 Consent Consent
 Dept't Recomm.: Per Exec. Ofc.:

SEP 12 10 58 AM '13
 RECEIVED RIVERSIDE COUNTY

Prev. Agn. Ref.: 3.13 of 5/24/11 | District: 4/4 | Agenda Number: **3-24**

RECOMMENDED MOTION: (Continued)

3. Authorize the Director of Public Social Services, or her designee, to execute the attached Memorandum of Understanding on behalf of the Department of Public Social Services; and
4. Authorize the Assistant County Executive Officer/EDA, and the Director of Public Social Services or their designees to implement the attached Memorandum of Understanding and sign any relevant documents necessary to implement the Memorandum of Understanding.

BACKGROUND:

On May 24, 2011, the Board of Supervisors approved a Professional Services Agreement (Services Agreement) by and between the County of Riverside (County) and Desert Alliance for Community Improvement (DACE" in order to meet conditions agreed to by the County pursuant to a Voluntary Compliance Agreement (Compliance Agreement) entered into by the County in May, 2000. One of the conditions of the Compliance Agreement required that the County provide restroom, shower, laundry and adequate parking facilities, for the benefit of migrant farm workers in the eastern Coachella Valley.

The Services Agreement has since expired and DACE and the County wish to enter into a new professional services agreement (Professional Services Agreement) for the purpose of having DACE continue to provide uninterrupted restroom, shower, laundry facilities, transportation services and parking facilities.

DACE currently owns property, described as approximately 12 acres located at the southeast corner of Avenue 68 and Hammond Road within the Riverside County unincorporated community of Mecca, and referred to as 92125 Ave 68, Mecca, California (Site). Pursuant to the original Services Agreement with the County, DACE is currently using the area at the most northwest corner of the Site to provide the temporary shower, restroom and parking facilities.

Under the terms of the new Professional Services Agreement, DACE will continue to provide similar, uninterrupted facilities and services. DACE and County agree that this same Site will continue to house the existing facilities and services described in the new Professional Services Agreement.

The Riverside County Department of Public Social Services ("DPSS") desires to provide the funding necessary to finance the new Professional Services Agreement in the amount of \$106,500 for a term of 12 months ending 9/30/2014. As such, a Memorandum of Understanding (MOU) has been prepared to facilitate and summarize conditions to pay for the uninterrupted restroom, shower, laundry and parking facilities as outlined in the Professional Services Agreement by and between DPSS, and the County of Riverside Economic Development Agency (EDA).

County Counsel has reviewed and approved the Memorandum of Understanding as to form.

FINANCIAL DATA: (Commences on Page 3)

FINANCIAL DATA:

The source of funds that will be utilized to fund this activity is being contributed by Riverside County's Department of Public Social Services. Riverside County has budgeted this expense in the FY 2013/14 budget.

Attachment:
Memorandum of Understanding

Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

MEMORANDUM OF UNDERSTANDING: AA-02715

AGENCY: Riverside County Economic Development Agency

AGREEMENT TERM: July 1, 2013 - June 30, 2014

MAXIMUM REIMBURSABLE AMOUNT: \$106,500.00

WHEREAS, the Department of Public Social Services, hereinafter referred to as DPSS, desires to enter into a Memorandum of Understanding (MOU) with Riverside County acting by and through its Economic Development Agency, hereinafter referred to as EDA, to provide Funding for Mecca Comfort Station service(s).

WHEREAS, Riverside County EDA is qualified to disburse Funding for Mecca Comfort Station service(s):

WHEREAS, DPSS desires Riverside County EDA to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and Riverside County EDA;

NOW THEREFORE, DPSS and Riverside County EDA do hereby covenant and agree that Riverside County EDA shall provide said services in accordance with the terms and conditions contained herein of this Memorandum of Understanding.

Authorized Signature for DPSS	Authorized Signature for EDA
Printed Name of Person Signing: Susan Loew	Printed Name of Person Signing: Robert Field
Title: Director, DPSS	Title: Assistant County Executive Officer/EDA
Address: 4060 County Circle Dr. Riverside, CA 92503	Address: 3403 10 th Street, Riverside, CA 92501
Date Signed:	Date Signed:

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List of Exhibits

Exhibit A- DPSS Form 2076A

Exhibit B- DPSS Journal Entry Worksheet

AGREEMENT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this MOU.
- B. "EDA" refers to the County of Riverside and its Economic Development Agency, which has administrative responsibility for the operation of the Mecca Comfort Station.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Riverside County EDA.
- B. DPSS may monitor the performance of the Riverside County EDA in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor performance through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and self-monitoring.

III. RIVERSIDE COUNTY EDA RESPONSIBILITIES

A. SCOPE OF SERVICE

1. Assign staff to be liaison between the Riverside County EDA and DPSS.
2. The funds received from DPSS shall be used by EDA to contract with Desert Alliance Community Empowerment, hereinafter referred to as DACE, so that DACE will provide services at the Mecca Comfort Station, located at the southeast corner of Avenue 68 and Hammond Road within the Riverside County unincorporated community of Mecca, referred to as Avenue 68 and Hammond Road, in the unincorporated area of Mecca, California (the "Property").
3. Services to be provided by DACE include uninterrupted restroom, shower, laundry facilities, transportation services and parking facilities.
4. EDA, through DACE, is to provide said services to the otherwise homeless migrant farm working population of the Eastern Coachella Valley and in and around the Riverside County unincorporated community of Mecca.
5. All facilities and services will be open and available to the general public starting on May 1 of each year and progressing through and closing on July 30 of each year (Summer Season). All facilities and services will be open and available again to the general public starting on November 1 of each year and progressing through and closing on March 30 (Winter Season) of each subsequent year.
6. Services and facilities will be available Monday through Sunday, with operating hours on Monday-Friday from 2 p.m. to 8 p.m. and on Saturday and Sunday from 12 noon to 6 p.m.
7. At least one (1) DACE staff person will be on site during all times that the facilities are open to the public.
8. First aid supplies, including sunscreen, band aids and other hygienic supplies will be available free of charge.

B. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$106,500.

2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

EDA will be paid a one-time payment for the full amount upon the receipt of the following:

- a. Invoice;
- b. DPSS Form 2076 (Exhibit A). Exhibit A is attached hereto and incorporated herein by this reference for request of payment;
- c. EDA will initiate the Journal Entry (DPSS Journal Entry Worksheet, Exhibit B) and prior to processing/posting DPSS will review and approve all requests for payment within ten (10) working days of receipt of the same. Exhibit B is attached hereto and incorporated herein by this reference.

3. SUPPLANTATION

Riverside County Economic Development Agency shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement, shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue, and agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

4. DISALLOWANCE

In the event Riverside County Economic Development Agency receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, it shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to Riverside County Economic Development Agency under any Agreement with DPSS.

C. ADMINISTRATIVE

1. ASSIGNMENT

Riverside County Economic Development Agency shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

2. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

Riverside County Economic Development Agency shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

V. GENERAL

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2013 to June 30, 2014.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

Agency: Riverside County Economic Development Agency
Assistant CEO/EDA
3403 10th Street
Riverside, CA 92501

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this MOU, any dispute concerning a question of fact arising under this MOU, which is not disposed by this MOU, shall be disposed as follows.

There will be three phases of Dispute Resolution and they are as follows:

1. Phase 1
This phase of dispute resolution will be called "Phase 1 Informal Resolution", and it will be conducted between the DPSS liaison and Riverside County Economic Development Agency liaison using the MOU and other supporting documentation maintaining a level of reason, logic and common sense. Phase 1 must be documented.
2. Phase 2
This phase of dispute resolution will be called "Phase 2 Formal Resolution", and it will be between the Assistant Director of DPSS and/or his/her designee(s) and the Director of Riverside County Economic Development Agency or designee. This incident must be written as a note to file.
3. Phase 3
This phase of dispute resolution will be called "Phase 3 Formal Dispute Resolution," and will be conducted by the Director of Riverside County Economic Development Agency and the Director of DPSS.

E. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

F. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

G. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Agreements of any kind or nature relating to the same shall be deemed to be merged herein.

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: A

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: _____
Remit to Name

Address

City State Zip Code

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

- | | |
|---|--|
| <input type="checkbox"/> Advance Payment (if allowed by Contract/MOU) \$ _____ | <input type="checkbox"/> Actual Payment \$ _____
(Same amount as 2076B if needed) |
| <input type="checkbox"/> Unit of Service Payment \$ _____
_____ # of Units) X (\$) _____ | _____ # of Units) X (\$) _____ |
| _____ # of Units) X (\$) _____ | _____ # of Units) X (\$) _____ |
| _____ # of Units) X (\$) _____ | _____ # of Units) X (\$) _____ |

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____
Management Reporting Unit _____ Date _____
Contracts Administration Unit _____ Date _____
General Accounting Section _____ Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contractor Name"
Business name, if different than legal name (if not leave blank).

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)
Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

County of Riverside - Journal Entry Form

Contact Person: _____ Phone: _____

Department/Special District: _____ Mail Stop # _____



ACO AUDITOR-CONTROLLER
COUNTY OF RIVERSIDE

ACCOUNT	FUND	DEPTID	PROGRAM	CLASS/LOCATION	DESCRIPTION (Maximum: 30 spaces)	PROJECT/GRANT	DEBIT (+)	CREDIT (-)
1								
2								
3								
4								
5								

Journal Validation (DR=CR):

Total Debits (DR)	Total Credits (CR)
-	-

Enter Cash debits: _____
 Enter Cash credits: _____
 (Total Cash debits should equal total Cash credits)

Department Head Approval _____ Date _____

To Be Completed by the Auditor-Controller's Office

Journal Number _____ Journal Date (If different) _____

County of Riverside - Journal Entry Form

Journal Entry Form Addendum - This form should be used if the journal requires additional lines.

Please submit the journal and documentation to: Mail Stop #1050 or Fax (951) 955-3802
 Attn: Central Journal Processor
 Auditor-Controller's Office, 4080 Lemon Street, 11th Floor, Riverside, CA 92502-1326

6	ACCOUNT	FUND	DEPTID	PROGRAM	CLASS/LOCATION	DESCRIPTION (Maximum: 30 spaces)	PROJECT/GRANT	DEBIT (+)	CREDIT (-)

7	ACCOUNT	FUND	DEPTID	PROGRAM	CLASS/LOCATION	DESCRIPTION (Maximum: 30 spaces)	PROJECT/GRANT	DEBIT (+)	CREDIT (-)

8	ACCOUNT	FUND	DEPTID	PROGRAM	CLASS/LOCATION	DESCRIPTION (Maximum: 30 spaces)	PROJECT/GRANT	DEBIT (+)	CREDIT (-)

9	ACCOUNT	FUND	DEPTID	PROGRAM	CLASS/LOCATION	DESCRIPTION (Maximum: 30 spaces)	PROJECT/GRANT	DEBIT (+)	CREDIT (-)

10	ACCOUNT	FUND	DEPTID	PROGRAM	CLASS/LOCATION	DESCRIPTION (Maximum: 30 spaces)	PROJECT/GRANT	DEBIT (+)	CREDIT (-)

11	ACCOUNT	FUND	DEPTID	PROGRAM	CLASS/LOCATION	DESCRIPTION (Maximum: 30 spaces)	PROJECT/GRANT	DEBIT (+)	CREDIT (-)

12	ACCOUNT	FUND	DEPTID	PROGRAM	CLASS/LOCATION	DESCRIPTION (Maximum: 30 spaces)	PROJECT/GRANT	DEBIT (+)	CREDIT (-)

13	ACCOUNT	FUND	DEPTID	PROGRAM	CLASS/LOCATION	DESCRIPTION (Maximum: 30 spaces)	PROJECT/GRANT	DEBIT (+)	CREDIT (-)