

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**4.5**

On motion of Supervisor Benoit, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Redevelopment Agency regarding Approval of the Memorandum of Understanding with the County of Riverside for the Mecca Comfort Station; and Consent to the Professional Services Agreement with Desert Alliance for Community Empowerment, 4<sup>th</sup> District is taken off calendar.

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on May 24, 2011 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: May 24, 2011  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: *Kecia Harper-Ihem* Deputy

AGENDA NO.  
**4.5**

xc: RDA, EDA

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE  
REDEVELOPMENT AGENCY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

163 C



**SUBMITTAL DATE:**  
April 21, 2011

**FROM:** Redevelopment Agency

**SUBJECT:** Mecca Comfort Station

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

1. Approve the attached Memorandum of Understanding by and between the County of Riverside and the Redevelopment Agency for the County of Riverside;
2. Consent to the attached Professional Services Agreement with Desert Alliance for Community Empowerment;
3. Authorize the Chairman of the Board to execute the proposed MOU on behalf of the Redevelopment Agency;

**RECOMMENDED MOTION:** (Continued)

Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 127,500.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0.00	Budget Adjustment:	No
	Annual Net County Cost:	\$0.00	For Fiscal Year:	2010 / 2011

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** Yes

<b>SOURCE OF FUNDS:</b> RDA Non Housing Desert Communities Project Area funds	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

**County Executive Office Signature** BY: Elizabeth J. Olson

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: Samuel Wong 5/16/11  
 DATE: 5-10-11  
 SAMUEL WONG  
 COUNTY CLERK  
 ANITA C. WILLIS  
 DATE: 5-10-11  
 COUNTY CLERK

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

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 MAY 11 2011 5:38  
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 MAY 11 2011 8:25

4. Authorize the Executive Director to take the necessary steps to implement the proposed MOU;
5. Find and determine that the proposed Mecca Comfort Station benefits the Desert Communities Project Area by eliminating blight created by homelessness;
6. Find and determine that there are no other reasonable sources of funds available for the proposed Mecca Comfort Station;
7. Find and determine that the payment of funds for the cost of the proposed Mecca Comfort Station is consistent with the Implementation Plan for the Desert Communities Project Area and is necessary to effectuate the proposed project area's redevelopment plan; and
8. Approve the use of redevelopment non housing Desert Communities Project Area funds for the proposed Mecca Comfort Station.

**BACKGROUND:**

In May 2000 the County of Riverside entered into an Enforcement and Voluntary Compliance Agreement ("Agreement") as settlement to litigation. One of the conditions of settlement included an obligation of the County of Riverside to ensure that "restroom, shower, laundry, and adequate parking facilities", be provided for the benefit of migrant farm workers of the Eastern Coachella Valley. The attached Professional Services Agreement proposes to contract with the Desert Alliance for Community Empowerment (DACE) for the provision of the required services on a temporary basis until such time as a permanent facility can be developed.

The site is currently at the corner of Avenue 68 and Hammond within the unincorporated Riverside County community of Mecca, which is adjacent to the Desert Communities Project Area boundaries but not within it. However, the provision of the proposed services benefits the project area by alleviating blight created by homelessness.

The project is currently managed by DACE and has been offered as compliance with the Agreement since 2000. The proposed attached agreement expands the use to two seasons per year and to include laundry facilities.

The Redevelopment Agency for the County of Riverside proposes to fund this effort with non housing Desert Communities Project Area funds as permitted by Section 33021.1 of the California Community Redevelopment Law which states that "In a city and county, redevelopment includes improving, increasing, or preserving emergency shelters for homeless persons or households. These shelters may be located within or outside of established redevelopment project areas. Not with standing any other provision of law, only redevelopment funds other than those available pursuant to Section 33334.3 may be used to finance these activities"

County Counsel has reviewed and approved this Agreement. Staff recommends approval.

1 MEMORANDUM OF UNDERSTANDING

2  
3 This Memorandum of Understanding ("MOU") is made and entered into this \_\_\_\_ day of  
4 \_\_\_\_\_, 2011, by and between the Redevelopment Agency for the County of Riverside  
5 ("AGENCY") and the COUNTY OF RIVERSIDE ("COUNTY"). The effective date of this MOU  
6 shall be the date this MOU is executed by the COUNTY (the "EFFECTIVE DATE").

- 7 I. WHEREAS, the COUNTY entered into that specific Title VI Voluntary Compliance  
8 Agreement and Title VII Enforcement Agreement ("SETTLEMENT AGREEMENT") by  
9 and between the United States Department of Housing and Urban Development  
10 ("HUD"), Maria Hernandez, et al. and the County of Riverside dated May 2, 2000; and  
11  
12 II. WHEREAS, the Paragraph 34, Page 12, Section IV, Enforcement Agreement of the  
13 SETTLEMENT AGREEMENT imposes an obligation on COUNTY to provide or cause  
14 to be provided restroom, shower, laundry and adequate parking facilities available to  
15 the otherwise homeless migrant farm working population of the Eastern Coachella  
16 Valley and in and around the Riverside County unincorporated community of Mecca;  
17 and  
18  
19 III. WHEREAS, the COUNTY desires to fully comply with the SETTLEMENT  
20 AGREEMENT; and  
21  
22 IV. WHEREAS, the COUNTY continues in its effort to identify and develop the permanent  
23 site for the provision of the shower, restroom, laundry and parking facilities as  
24 described above; and  
25  
26 V. WHEREAS, the COUNTY desires to ensure that the above required facilities are  
27 provided immediately on a temporary solution basis and while the COUNTY continues  
28 to effort the identification and development of the permanent site; and

- 1 VI. WHEREAS, the Desert Alliance for Community Empowerment ("DACE") identified a  
2 site at the corner of Avenue 68 and Hammond within the unincorporated community  
3 Mecca for the temporary provision of the required facilities; and
- 4 VII. WHEREAS, DACE and COUNTY have been cooperating for the provision of the  
5 temporary facilities, which included parking, shower and restroom services, at the  
6 above DACE identified site; and
- 7 VIII. WHEREAS, DACE and COUNTY desire to continue this cooperative and mutual effort  
8 to provide the facilities required by the SETTLEMENT AGREEMENT on a temporary  
9 basis while the permanent site is identified and developed; and
- 10 IX. WHEREAS, AGENCY is a redevelopment agency duly created, established and  
11 authorized to transact business and exercise its powers, all under and pursuant to the  
12 provisions of the California Community Redevelopment Law, which is Part 1 of  
13 Division 24 of the California Health and Safety Code (commencing with Section 33000  
14 et seq); and
- 15 X. WHEREAS, AGENCY, pursuant to Section 33021.1, is permitted to use non housing  
16 redevelopment funds to improve, increase and preserve emergency shelters for  
17 homeless persons, which may be located within or outside of established project  
18 areas; and
- 19 XI. WHEREAS, AGENCY has duly created and established the Desert Communities  
20 Project Area; and
- 21 XII. WHEREAS, the proposed site is located adjacent to the Desert Communities Project  
22 Area but not within the boundaries of the project area; and
- 23 XIII. WHEREAS, the provision of the proposed services benefits the project area by  
24 alleviating blight created by homelessness.  
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1 NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties  
2 hereto agree as follows:

3 1. PROFESSIONAL SERVICES AGREEMENT: The AGENCY acknowledges that DACE  
4 and COUNTY entered into a certain Professional Services Agreement  
5 ("AGREEMENT") with the specific intent of ensuring compliance with the second part  
6 of Paragraph 34, Page 12, Section IV, Enforcement Agreement of the SETTLEMENT  
7 AGREEMENT which imposes an obligation on COUNTY to provide or cause to be  
8 provided restroom, shower, laundry and adequate parking facilities available to the  
9 otherwise homeless migrant farm working population of the Eastern Coachella Valley  
10 and in and around the Riverside County unincorporated community of Mecca during  
11 such temporary period as the COUNTY may need to identify and develop the  
12 permanent site and facility. DACE agreed to operate the facilities and provide the  
13 services described in the AGREEMENT to ensure compliance with the above specific  
14 requirement under the SETTLEMENT AGREEMENT.  
15

16 2. THE TEMPORARY FACILITIES SITE: DACE currently owns approximately  
17 twenty-five (25) acres of real property located at the southeast corner of Avenue 68  
18 and Hammond Road within the Riverside County unincorporated community of Mecca.  
19 This site is referenced with assessor parcel number of 729-050-002. DACE is  
20 currently using the area at the most northwest corner of the site to provide the  
21 temporary shower, restroom and parking facility as required by the SETTLEMENT  
22 AGREEMENT. DACE and COUNTY agree that this same site will continue to house  
23 the temporary facilities and services described in the AGREEMENT. The site  
24 described in this paragraph 2 of the AGREEMENT shall be herein referred to as the  
25 SUBJECT SITE.  
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1 3. DESCRIPTION OF FACILITIES AND SERVICES: DACE has agreed to establish  
2 temporary shower, restroom, laundry and parking facilities on SUBJECT SITE. DACE  
3 has agreed to maintain the site in good, clean and working condition throughout year  
4 regardless of its operation season prior to or following the date of the AGREEMENT.  
5 The parties to the AGREEMENT agree that the facilities and services described in the  
6 AGREEMENT are of a temporary nature and shall operate during the interim time  
7 while a permanent facility is developed and placed into service. DACE shall offer  
8 services of the shower facilities described above during each of the two traditionally  
9 recognized migrant farm worker seasons in the Eastern Coachella Valley. All facilities  
10 and services described in this Section 3 will be open and available to the general  
11 public starting on May 1 of each year and progressing through and closing on July 30  
12 of each year (Summer Season). All facilities and services described in this Section 3  
13 will reopen and available again to the general public starting on November 1 of each  
14 year and progressing through and closing on March 30 (Winter Season) of each  
15 subsequent year. Services and facilities will be available Monday through Sunday,  
16 with operating hours on Monday–Friday from 2 p.m. to 8 p.m. and on Saturday and  
17 Sunday from 12 noon to 6 p.m. DACE will operate the SUBJECT SITE and all the  
18 facilities located thereon and will include at least one (1) on site staff person during all  
19 times that the facilities are open to the public. On site health and community service  
20 providers will offer on-site services and referrals. First aid supplies, including  
21 sunscreen, band aids and other hygienic supplies will be available free of charge.

24 3.1. Shower Facilities and Services. In cooperation with the COUNTY, DACE  
25 has purchased and installed a modular shower facility, on the SUBJECT SITE,  
26 that includes three (3) mobile shower units. Each unit includes three (3)  
27 shower stalls, one (1) restroom and a hand sink. Two (2) of the mobile shower  
28

1 units are for the exclusive use of men and one (1) of the mobile shower units is  
2 for the exclusive use of women. DACE will continue to properly maintain and  
3 operate above described shower facilities and offer shower services as  
4 described below. All shower facilities will operate in full, complete and clean  
5 working condition. Each shower facility will offer hot and cold water with the  
6 normal water pressure expected for a normal residential shower and sink. The  
7 exterior and installation of the shower facility will be maintained in full, complete  
8 and working condition including all underground systems. DACE will provide at  
9 least one (1) attendant to ensure proper working and clean condition of the  
10 facility. This attendant may be the same staff person as mentioned above and  
11 must be on-site during all times that the facility is open to the public.  
12

13 3.2. Restroom Facilities and Services. In cooperation with the COUNTY, DACE  
14 has purchased and installed one (1) modular restroom facility, on the  
15 SUBJECT SITE, which includes three (3) stalls and one hand sink on each side  
16 with separate entrances for men and women. DACE will continue to maintain  
17 and operate above described restroom facilities and offer restroom services as  
18 described below. All restroom facilities will operate in full, complete and clean  
19 working condition. Each restroom facility will offer hot and cold water with the  
20 normal water pressure expected for a normal residential restroom and sink.  
21 The exterior and installation of the restroom facility will be maintained in full,  
22 complete and working condition including all underground systems. DACE will  
23 provide at least one (1) attendant to ensure proper working and clean condition  
24 of the facility. This attendant may be the same staff person as mentioned  
25 above and must be on-site during all times that the facility is open to the public.  
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1 3.3. Parking Facilities and Services. In cooperation with the COUNTY, DACE  
2 has purchased and installed an outdoor parking and visiting area that includes  
3 parking for twenty (20) cars and a shade structure with a misting system,  
4 television, videos and games. DACE will continue to maintain and operate  
5 above described parking facilities and outdoor visiting areas and offer services  
6 as described below. All parking and outdoor visiting areas will operate in full,  
7 complete and clean working condition. The exterior and installation of the  
8 parking facility and visiting area will be maintained in full, complete and working  
9 condition including all underground systems. DACE will provide at least one  
10 (1) attendant to ensure proper working and clean condition of the facility. This  
11 attendant may be the same staff person as mentioned above and must be on-  
12 site during all times that the facility is open to the public.  
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14 3.4. Transport Facilities and Services. In cooperation with the COUNTY, DACE  
15 has purchased a shuttle vehicle. DACE will continue to maintain and operate  
16 the shuttle vehicle and offer services as described below. The shuttle vehicle  
17 will operate in full, complete and clean working condition with all servicing to be  
18 provided by the COUNTY. DACE will provide at least one (1) shuttle vehicle  
19 driver to ensure properly working shuttle services. This attendant may not be  
20 the same staff person as mentioned above and must be available for shuttle  
21 services during all times that the facility is open to the public. DACE will  
22 provide shuttle services during all times that the SUBJECT SITE and facilities  
23 are open to the public. The shuttle will provide transport directly to and from  
24 the Mecca church (where meal services are provided by the church) every two  
25 (2) hours.  
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1 3.5. Laundry Facilities. In cooperation with the COUNTY, DACE shall purchase  
2 a retrofitted modular unit, of at least 200 square feet, and install it upon the  
3 SUBJECT SITE. The retrofitted modular unit shall include:

4 3.5.1. Exterior and interior reconditioning including paint, paneling and  
5 flooring;

6 3.5.2. New plumbing, propane and central heating, ventilation and air  
7 conditioning systems;

8 3.5.3. Four coin operated new commercial grade clothing washers;

9 3.5.4. Four coin operated new commercial grade clothing dryers;

10 3.5.5. Exterior steps;

11 3.5.6. Exterior water storage tank and booster pump to ensure adequate water  
12 pressure to service the existing parking, restroom, shower and the  
13 added laundry facility;

14 3.5.7. Tables and chairs for customer use;

15 3.5.8. A vending machine available for customers to purchase laundry  
16 supplies;

17 3.5.9. DACE will continue to maintain and operate above described laundry  
18 facilities and offer laundry services as described below. All laundry  
19 facilities will operate in full, complete and clean working condition. Each  
20 laundry facility will offer hot and cold water with the normal water  
21 pressure expected for a normal residential laundry and sink use. The  
22 exterior and installation of the laundry facility will be maintained in full,  
23 complete and working condition including all underground systems.  
24 DACE will provide at least one (1) attendant to ensure proper working  
25 and clean condition of the facility. This attendant for the laundry facility  
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1                    may be the same staff person as mentioned above for the restroom  
2                    facility and must be on-site during all times that the facility is open to the  
3                    public.

4                    4. TERM OF THIS MOU: It is the intent of the parties that this MOU exist during all times  
5                    when the AGREEMENT is in full and valid force and effect.

6                    5. COMPENSATION:

7                    5.1. The Laundry Facility. The COUNTY shall pay DACE \$21,000 for services  
8                    performed and expenses incurred in accordance with the purchase and  
9                    installation of the laundry facility as identified in Section 3.7 of the  
10                    AGREEMENT. This amount shall be paid to DACE within thirty (30) days of  
11                    the COUNTY's receipt of an invoice from DACE for services completed and  
12                    performed.

13  
14                    5.2. All Other Compensation. The COUNTY shall pay DACE \$106,500 annually  
15                    for the full operation of the balance of the facilities and all the services called  
16                    for in Section 3 of the AGREEMENT. COUNTY shall pay DACE the annual  
17                    amount of \$106,500 for "all other compensation," as identified in this Section  
18                    6.2 in bi-annual installments (for each identified Season) each eligible for  
19                    disbursement after verification of inception of service on July 30 and March  
20                    30 by visual inspection by COUNTY staff as described in Section 7 of this  
21                    AGREEMENT. Two installments shall be made in the amounts of  
22                    \$61,000.00 (for the Nov-March period or Winter Season) and \$45,500.00 (for  
23                    the May- July period or Summer Season), respectively.

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25                    6. FUNDING: AGENCY shall provide the ongoing funding for this AGREEMENT with  
26                    use of non housing Desert Communities Project Area Funds as permitted by Section  
27                    33021.1 of the California Community Redevelopment Law.  
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1 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized  
2 representatives to execute this MOU.

3 County of Riverside

Redevelopment Agency for the County  
4 of Riverside

5  
6 \_\_\_\_\_  
7 Bob Buster  
Chairman, Board of Supervisors

Bob Buster Chairman, Board of  
8 Directors

9 Date:

Date:

10 \_\_\_\_\_  
11 Approved as to Form  
12 Pamela J. Walls  
COUNTY Counsel

Approved as to Form  
13 Pamela J. Walls  
14 AGENCY Counsel

15 By: Deputy

By: Deputy