

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



ITEM
3.32
(ID # 7756)

MEETING DATE:

Tuesday, August 28, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA); Approve and Direct the Auditor Controller to Make Budget Adjustments for FY 18/19 as Shown on Schedule A for the Agreement Between the County of Riverside and Robert Wood Johnson Foundation, District 4 [\$200,000 Total Cost-100% Robert Wood Johnson Foundation Funds] [4/5th Vote Required]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and direct the Auditor-Controller to make budget adjustments increasing appropriations and estimated revenues for the Economic Development Agency (EDA) Community Grant Programs Division by \$100,000 for fiscal year 2018/2019 as shown on Schedule A;
2. Authorize the Assistant County Executive Officer/ECD, or designee, to execute any agreement necessary to administer and implement the Robert Wood Johnson Foundation (RWJF) funding, including, but not limited to, approving expenditures of funding in the not to exceed amount approved by the Board, and drafting, negotiating, and executing, essential and relevant documents, subject to approval by County Counsel.

ACTION: (4/5 Vote Required) Policy

Robert Field, Assistant County Executive Officer/ECD 8/16/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: August 28, 2018
xc: EDA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$100,000	\$100,000	\$200,000	\$ 0
NET COUNTY COST	\$0	\$0	0	\$0
SOURCE OF FUNDS: 100% grant funds from Robert Wood Johnson Foundation			Budget Adjustment: Yes	
			For Fiscal Year: 18/19 and FY 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On July 17, 2018, the Board of Supervisors approved Minute Order 3.5 to receive grant funds from the Robert Wood Johnson Foundation (RWJF) to fund County's efforts to reduce the number of people who are rent-burdened in the Coachella Valley region and authorized the Assistant County Executive Officer/ECD, or designee, to execute the attached Letter of Agreement. As part of the grant acceptance, the County must account for the grant separately and maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under the terms of the grant agreement. The Auditor-Controller will establish a fund to account for this grant. Riverside County Economic Development Agency (EDA) continues its efforts to bring private and public investment to the region to achieve the goals set out by the County. The grant provided by RWJF will be funded in the amount of \$100,000 per year for two years to help fund staff costs associated with these efforts.

Staff recommends that the Board approve the establishment of the budget and delegate authority to the Assistant County Executive Officer/ECD, or his designee, to execute any agreements necessary to administer all actions to implement the RWJF, subject to approval by County Counsel.

Impact on Residents and Businesses

The proposed efforts will create temporary construction jobs and bring much-needed, quality affordable housing to the residents living in the Coachella Valley.

Additional Fiscal Information

There will be no impact on the County's general fund and 100% of the funding is provided by the Robert Wood Johnson Foundation.

ATTACHMENTS:

- Letter of Agreement between County of Riverside and Robert Wood Johnson Foundation

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- SCHEDULE A-Budget Adjustment

SCHEDULE A
BUDGET ADJUSTMENT

Increase Estimated Revenues:

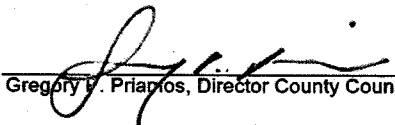
21240-1901100000- 781850	Grants – Nongovtl Agencies	\$100,000
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Increase Appropriations:

21240-1901100000- 525440	Professional Services	\$15,000
21240-1901100000- 525500	Salary/Benefit Reimbursement	\$85,000


Rahmi Basma, Principal Management Analyst 8/20/2018


Sandy Armijo 8/20/2018


Gregory V. Priapros, Director County Counsel 8/16/2018



Robert Wood Johnson Foundation

REVISED 7.3.18

LETTER OF AGREEMENT

Following are the terms and conditions applying to grants made by the Robert Wood Johnson Foundation (referred to as "the Foundation," "we," or "us"). As a grantee (referred to as "grantee" or "you"), you should read this carefully; your signature on this form constitutes your acceptance of all the terms and conditions. As used in this form, the term "grant" includes any income you derive from the grant.

Awardee: County of Riverside
I.D.: 75517
Amount: \$200,000
Purpose: Leveraging a Riverside County, Calif., Economic Development Agency and Lift To Rise partnership to develop affordable housing in Coachella Valley
Project Information: Grant Period: July 1, 2018 through June 30, 2020
Project Director: Monica R. Telles, MBA, 760-863-2552 (mtelles@rivco.org)

1. PURPOSE AND ADMINISTRATION. You will directly administer the project or program being supported by the grant and agree that no grant funds shall be used in any way other than as specifically set forth in this Letter of Agreement and the final proposal, budget and related documents, all as approved by the Foundation (the "Approved Grant Documents") without the Foundation's prior written consent. You further agree that no grant funds shall be disbursed to any organization or entity, whether or not formed by you, except as specifically set forth in the Approved Grant Documents.

With this funding, as part of a Center for Community Investment (CCI) initiative, the Riverside County Economic Development Agency (EDA) will work to reduce the number of people who are rent-burdened in the Coachella Valley region by creating more than 17,000 units of affordable housing over the next 10 years. The Riverside County EDA will lead the Riverside County team, one of six multisector collaborations selected to participate in the implementation phase of Connect Capital, a CCI initiative. Connect Capital works to strengthen the capacity of multisector partnerships in low-income communities and communities of color to overcome the effects of structural discrimination and disinvestment and increase capital investment to address community needs and improve health, well-being, and equity. To accomplish its objectives, Riverside County EDA and the Riverside County team will strengthen alignment among public and private stakeholders; develop a pipeline of health- and equity-promoting projects; and improve local policies and practices to facilitate investment in healthier, more-equitable communities. The initiative will help RWJF understand how different types of institutional stakeholders can contribute to changing systems and scaling investment in upstream determinants of health in disinvested communities. Riverside County EDA is the team leader for the Riverside County effort and will serve as the grantee. Riverside County EDA's Monica Telles, MBA, senior development specialist, will be project director.

No changes may be made to the nature or scope of the program or project being supported by this grant without the express written consent of the Foundation.

2. USE OF GRANT FUNDS.

A. No part of the grant shall be used to carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code.

B. No part of the grant shall be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Internal Revenue Code.

C. No part of the grant shall be used to provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(d)(3) of the Internal Revenue Code, without prior written approval of the Foundation. Payments of salaries, other compensation, or expense reimbursement to your employees within the scope of their employment do not constitute grants for these purposes and are not subject to these restrictions.

D. No part of the grant shall be used for purposes other than religious, charitable, scientific, literary, or educational purposes or the prevention of cruelty to children or animals within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code. If any portion of the grant is used for purposes other than those described in Section 170(c)(2)(B) of the Internal Revenue Code, you shall repay to the Foundation that portion of the grant and any additional amount in excess of such portion necessary to effect a correction under Section 4945 of the Internal Revenue Code.

E. You promptly shall repay any portion of the grant which for any reason is not used exclusively for the purposes of the grant. You shall repay to the Foundation any portion of the grant which is not used exclusively for the purposes described in Section 1 hereof by the expiration of the grant period or within any approved extension within thirty (30) days. If we terminate the grant pursuant to Section 11 hereof, you shall repay within thirty (30) days all grant funds unexpended as of the effective date of termination and all grant funds expended for purposes or items allocable to the period of time after the effective date of termination.

F. If you are directly or indirectly controlled by the Foundation or by one or more "disqualified persons" (within the meaning of Section 4946 of the Internal Revenue Code) with respect to the Foundation, you agree (i) to expend all of the grant prior to the close of your first annual accounting period following the taxable year in which you receive a grant payment, as qualifying distributions within the meaning of Section 4942(g)(3) and (h); and (ii) to submit to the Foundation promptly after the close of your annual accounting period a full and complete written report signed by an appropriate officer, director, or trustee showing that the qualifying distribution has been made, the name and address of the recipient or recipients, the amounts received by each, and that all the distributions are treated as distributions out of corpus under Section 4942(g)(3) and (h).

G. Grantee agrees that any polls or surveys funded as part of this grant, if any, shall comply fully with the RWJF Guidelines for Funding and Releasing Polls and Surveys (which are available at www.rwjf.org/files/guidelinesforpollsand-surveys.pdf).

H. You agree that, when you notify us of any changes to the composition of your staff or team working on the project funded by this award and when you provide reports to us pursuant to the

terms of this Letter of Agreement, you shall contemporaneously share that information and reporting with CCI.

3. **BUDGET.** The grant budget and any revisions thereto shall comply with our Budget Preparation Guidelines (previously provided with your proposal application and instructions), Budget Revision Guidelines (which are available at www.rwjf.org/grantees/instructionlist.jsp) and any additional instructions contained in the award letter sent by the Foundation to you (collectively the "Budget Guidelines"). Such Budget Guidelines, as they may be modified by us from time to time, are part of the terms and conditions of your grant. Expenditures of grant funds must adhere to the specific line items in your approved grant budget.

4. **ACCOUNTING AND AUDIT.** You shall indicate the grant separately on your books of account. You shall maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under the terms of the grant and shall retain the substantiating documents such as bills, invoices, cancelled checks and receipts in your files for at least four (4) years after expiration of the grant period. You agree promptly to furnish the Foundation with copies of such documents upon the Foundation's request and to make your books and records available for inspection by us at reasonable times.

At our expense, we may audit or have audited your grant-related books and records, and you shall provide all necessary assistance in connection therewith.

5. **REPORTS.** You shall furnish financial reports to us for each budget period of the grant and upon expiration, repayment (pursuant to Section 2E) or termination of the grant (pursuant to Section 11). The financial report shall show actual expenditures reported as of the date of the report against the approved line item budget. You shall furnish annual narrative reports and the final narrative report to us which shall include a report on the progress you made toward achieving the grant purposes and any problems or obstacles encountered in the effort to achieve the grant purposes. All such reports shall be furnished to us within thirty (30) days after the close of the period for which such reports are made. You shall retain all such reports in your files for at least four (4) years after expiration of the grant period.

At our expense, we may monitor and conduct an evaluation of operations under the grant, which may include visits by our representatives to observe your program procedures and operations and to discuss the program with your personnel.

6. **COPYRIGHT; FOUNDATION USE OF DATA; PUBLIC USE DATA SETS.** All copyright interests in materials produced as a result of this grant are owned by the grantee. You grant to the Foundation a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt or otherwise use and license others to use, in print or electronic form, including in electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this grant.

You represent and warrant that the material produced by you under this grant will be original and not infringe upon any copyright or any other right of any other person, and has not previously been published.

If one of the deliverables described in Section 1 is a public use data set for inclusion in the Foundation's Health and Medical Care Archive, you shall, at no additional cost to us, cause public

use data files to be constructed (with appropriate adjustments to assure individual privacy) in accordance with the specifications of the Inter-University Consortium for Political and Social Research, University of Michigan, including the full documentation outlined in the Consortium's current data preparation manual. Unless we otherwise specify, such public use data files shall include all data files used to conduct the analysis under the grant. You shall transmit one computer-readable copy of such public use data files and documentation to the Consortium within 12 months of the expiration of the grant period. A portion of your final payment up to 10 percent of the grant award amount may be withheld until this deliverable has been received.

7. PUBLIC REPORTING. The Foundation will report this grant, if made, in its next annual report. The Foundation will discuss potential communications activities with you related to this grant, including the issuing of press releases. Please do not issue press releases or any public announcements without consulting with the Foundation prior to these activities. In addition, we may publish reports on the project or program, briefly describing its accomplishments and results, which we may also use to respond to inquiries.

You shall send to the Foundation copies of all papers, manuscripts and other materials which you produce that are related to this grant.

In all public statements concerning the Foundation, you should refer to the Foundation by its full name: Robert Wood Johnson Foundation.

8. GRANTEE TAX STATUS. You represent that you are currently either (i) a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code and either (a) are not a private foundation and are not a Type III supporting organization described in Section 509(a)(3)(B)(iii); or (b) are an exempt operating foundation described in Section 4940(d)(2); or (ii) an organization described in Section 170(c)(1) or Section 511(a)(2)(B). You shall immediately give written notice to us if you cease to be exempt from federal income taxation as an organization described in Section 501(c)(3), or your status as not a private foundation under Section 509(a) and not a Type III supporting organization under Section 509(a)(3)(B)(iii), as an exempt operating foundation described in Section 4940(d)(2) or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially changed.

9. CERTIFICATION REQUIRED WHEN GRANT MAY BE USED FOR RESEARCH INVOLVING HUMAN SUBJECTS. If the grant is to be used in whole or in part for research involving human subjects, you hereby certify that you will conduct the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time) and all other federal and state laws applicable to the research project. Such requirements may include, but are not limited to, obtaining and maintaining institutional review board (IRB) approval and obtaining informed consent of participating research subjects.

10. PRIVACY AND SECURITY OF HEALTH INFORMATION. You represent and warrant that any individually identifiable health information used or disclosed in connection with the grant will be used and disclosed in compliance with applicable federal and state statutes and regulations regarding the privacy and security of such information including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. Section 201 et seq., as amended, and its applicable implementing regulations, 45 C.F.R. Part 164 (HIPAA). Any health information

reported to the Foundation will be de-identified within the meaning of the HIPAA privacy rule or will be consistent with the research subject's signed HIPAA authorization or will be otherwise permissible under law.

11. GRANT TERMINATION. It is expressly agreed that any use by you of the grant proceeds for any purposes other than those specified in Section 170(c)(2)(B) of the Internal Revenue Code will terminate our obligation to make further payments under the grant.

At our sole option, we may terminate the grant at any time if (i) you cease to be exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code; (ii) your status as not a private foundation under Section 509(a), as not a Type III supporting organization under Section 509(a)(3)(B)(iii), or as an exempt operating foundation under Section 4940(d)(2), or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially altered; or (iii) in our sole judgment, you become unable to carry out the purposes of the grant, cease to be an appropriate means of accomplishing the purposes of the grant or fail to comply with any of the conditions hereof.

If the grant is terminated prior to the scheduled completion date, upon our request, you shall provide us a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination.

12. LIMITATION; CHANGES; SEVERABILITY. You acknowledge and agree that we have no obligation to provide other or additional support to you for purposes of this project or any other purposes. Any changes, additions or deletions to (i) the terms and conditions of the grant; or (ii) the Approved Grant Documents must be made in writing only and must be jointly approved by the Foundation and you. The invalidity in whole or in part of any term or condition of this grant shall not affect the validity of the other terms and conditions.

13. CHANGED CIRCUMSTANCES; REGULATORY ACTION. You shall promptly notify us in writing if there is any change in circumstances that might affect your ability to carry out the grant; you undergo a merger, division or other corporate reorganization; you become subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or make an assignment for the benefit of creditors; you become subject to an investigation or proceeding brought by the Attorney General or any other regulatory agency; or you receive notice of any litigation or other legal action relating to the grant or are served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to the grant.

14. NONTRANSFERABILITY; NO JOINT VENTURE. This grant is not transferable. Nothing contained herein shall be construed in any manner to imply or create a relationship between the Foundation and you as partners, joint venturers or agent. You shall not act in any manner as our agent or representative.

15. AUTHORITY; COMPLIANCE WITH APPLICABLE LAW. You represent and warrant that you have full power and authority to enter into this agreement, and that all activities conducted hereunder shall be in full compliance with the requirements of all applicable federal, state and local laws, regulations and ordinances.

All the terms and conditions above are hereby accepted and agreed to as of the date indicated.

County of Riverside

Date: July 3, 2018

By: Robert Field
Robert Field, MPA

Title: Assistant CEO, County of Riverside