

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



ITEM
3.22
(ID # 8320)

MEETING DATE:

Tuesday, February 26, 2019

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: PUBLIC SOCIAL SERVICES: Approve and Execute the Service Agreement between United Way of the Desert and the County of Riverside for the Help 2 Others (H2O) Assistance Program. All Districts [Total Cost \$1000] 100% The United Way of the Desert

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute the Service Agreement between United Way of the Desert and the County of Riverside for the Help 2 Others (H2O) Assistance Program through June 30, 2019 with four (4) one-year options to renew for an estimated amount of \$200 annually.
2. Authorize the Director, or designee, as approved by County Counsel, to sign amendments that exercise the options to renew.

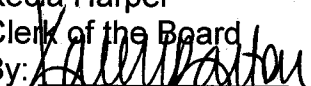
ACTION: Policy


Sarah S Mack, Asst. County Executive Officer 12/18/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 26, 2019
xc: DPSS

Kecia Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 200	\$ 200	\$ 1000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% United Way of the Desert			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Coachella Valley (CV) Water Counts is a collaborative program among participating public water districts in and around Coachella Valley. In addition to water conservation efforts, CV Water Counts partners with United Way of the Desert to offer the Help2Others (H2O) Assistance Program, a program that offers public water utility bill assistance to those who may otherwise experience disruptions in service due to unpaid fees. With the help of the H2O program, eligible clients receive bill credit up to \$100 per occurrence.

Currently, Family Resource Center (FRC) sites countywide are striving to promote self-sufficiency and healthy lifestyles, with select FRC sites offering H2O program application assistance to eligible participants.

As a result of the active partnership between DPSS FRC sites and United Way of the Desert, United Way of the Desert will pay DPSS 50% of the administrative fees collected for the processing of the H2O program applications. The money collected is intended to be used to sponsor FRC community and holiday events to help families within Riverside County to sustain healthy living.

With the success of the alliance between select DPSS FRCs and United Way of the Desert, DPSS plans to allow all FRCs within Riverside County, at their own discretion, the opportunity to facilitate and coordinate with community partners to generate additional funding sources for clients in need, when available.

During fiscal year 2018-19, DPSS anticipates receiving approximately \$200, with estimates fluctuating in future fiscal years depending on participation levels.

Impact on Residents and Businesses

The collaboration between Desert Hot Springs FRC and United Way of the Desert provides much needed assistance to individuals within Riverside County.

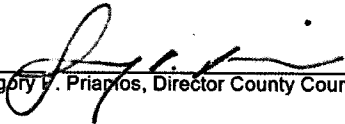
Additional Fiscal Information

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The County will not incur additional costs to participate and administer services.

ATTACHMENTS:

**Attachment A: Service Agreement between United Way of the Desert and the
County of Riverside for the Help 2 Others (H2O) Assistance Program**



Gregory P. Priaplos, Director County Counsel 2/11/2019

**SERVICE AGREEMENT
BETWEEN
UNITED WAY OF THE DESERT AND THE COUNTY OF RIVERSIDE
FOR
THE HELP 2 OTHERS (H2O) ASSISTANCE PROGRAM**

This Service Agreement ("Agreement") is made and entered into by and between United Way of the Desert, a California nonprofit corporation, ("United Way") and the County of Riverside, a political subdivision of the state of California, on behalf of its Department of Public Social Services for the Desert Hot Springs and Mecca Family Resource Centers ("Participating Agency"), sometimes individually referred to as a "Party" or collectively referred to as the "Parties," for the Help 2 Others (H2O) Assistance Program ("Program"). The intent of the Program is to assist eligible applicants avoid the disconnection of their water service due to non-payment of their bill. The Parties agree as follows:

- A. **Relationship of Parties.** Each Party for purposes of this Agreement is an independent contractor. Each Party represents that it does not intend to create a partnership, joint venture, or agency relationship, and the Parties agree that nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Each Party is providing services separately for the community, as more particularly described below, and not as an employee or an agent of another Party. Each Party shall be wholly responsible for its own work, which is not directed by, nor under the control of, any other Party.
- B. **No Assignment; No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties, and no other person or entity may have or acquire any right by this Agreement. Neither Party may delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party. Any attempt to delegate or assign any interest herein shall be deemed void and of no further force and effect.
- C. **Responsibilities of United Way.** United Way will manage the Program, maintain MOUs with water districts willing to participate in the Program, and inform the Participating Agency of the funds available for each water district involved in the Program. The Program details and contact information for each water district participating in the Program are listed in Exhibit A. Please direct any questions regarding the Program details and contact information for each water district participating in the Program to the United Way office at (760) 323-2731. United Way may update Exhibit A by email, as needed. United Way will refer applicants to the Participating Agency during the provided walk-in times or to request appointments to apply for assistance.
- D. **Responsibilities of Participating Agency.** Desert Hot Springs and Mecca Family Resource Center Staff will schedule appointment dates, interview, and qualify applications for the

Program; contact the appropriate water district to make a pledge from available funds; and report to United Way on the disbursement of the pledges and applicant information. All applications shall be submitted through the United Way on-line application process via <https://www.unitedwayofthedesert.org/online-application>. The Participating Agency shall assist customers by completely filling out the on-line form and selecting their agency name under "For Intake Assistant Only". The Participating Agency must enter their email address to receive a copy of the submitted application. The email copy must be forwarded to the United Way contact listed in Exhibit A. The Participating Agency shall provide its walk-in hours, and any updates thereto, to United Way.

- E. **Compensation.** United Way shall pay the Participating Agency an administration fee based on the number of transactions submitted through the on-line application process. Administration fees shall be paid on a quarterly basis. The administration fee shall be equal to 50% of the administration fee United Way receives from the water districts who participate in the Program as set forth in the MOU United Way has with each individual water district.
- F. **Term and Termination.** This Agreement shall be effective upon signature of both Parties and continues in effect through June 30, 2019 with four (4) one-year options to renew by a written amendment signed by authorized representatives of both Parties. Either party may terminate this Agreement with or without cause, at any time, upon written notice served upon the other Party stating the extent and effective date of termination. After termination, United Way shall make payment for the Participating Agency's performance up to the date of termination in accordance with this Agreement.
- G. **Indemnification.** United Way shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively referred to as "Indemnitees") from any liability, action, claim or damage whatsoever, based or asserted upon any services arising out of or in any way related to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. United Way shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlement or awards) in any claim or action based upon such acts, omissions, or services.
- H. **Dispute Resolution.** The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County, California, before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediations.

- I. **Notice.** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid.

United Way:

United Way of the Desert
P.O. Box 13210
Palm Desert, CA 92255

Participating Agency: DPSS:

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


Invoices and other financial documents:

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

- J. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- K. **Entire Agreement; Amendments.** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by the authorized representatives of both Parties.

In Witness Whereof, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

United Way of the Desert, a California nonprofit corporation



Kristal Granados, Executive Director

1-14-19

Date

The County of Riverside, a political subdivision of the State of California



Kevin Jeffries, Chairman, Board of Supervisors

FEB 26 2019

Date

FORM APPROVED COUNTY COUNSEL
BY:  2/7/19
DANIELLE D. MALAND DATE


ATTEST:
KECIA R. HARPER, Clerk
By: 
DEPUTY

EXHIBIT A:

The following water districts have signed an MOU with United Way to administer the Help 2 Others Assistance Program. Due to the recent enhancement for on-line applications, applicants are seeking assistance for multiple water districts in overlapping locations. Please adhere to the following guidelines upon awarding a credit for each water district and cc Water@uwdesert.org on all communications:

ALL applicants must provide a copy of the water bill for their permanent residence, show a picture id, and provide proof of combined annual income within 200% of poverty level. The chart is available on <https://www.unitedwayofthedesert.org/help2others>.

CITY OF COACHELLA WATER DEPARTMENT APPLICANTS:

- Qualified applicants may apply for a \$50 credit 3 times per calendar year.
- A copy of application should be forwarded to Lourdes Marron at City of Coachella with the request to award the \$50 credit (Email: lmarron@coachella.org); cc to Water@uwdesert.org.

MISSION SPRINGS WATER DEPARTMENT APPLICANTS:

- Qualified applicants may apply for a \$50 credit 1 time per 12-month period.
- A copy of application should be forwarded to Nancy Mezquita at Mission Springs Water Department with the request to award the \$50 credit (Email: nmezquita@mswd.org; cc: Water@uwdesert.org)

DESERT WATER AGENCY APPLICANTS:

- Qualified applicants may apply for a \$50 credit 2 times per 12-month period.
- A copy of application should be forwarded only to United Way at water@uwdesert.org. Desert Water would only like to be notified immediately of urgent situations (Emergency ONLY: Ametzger@dwa.org; cc: Water@uwdesert.org).
- United Way of the Desert will notify Participating Agency if the application is denied.
- Participating Agency will notify applicant of denied application.

COACHELLY VALLEY WATER DISTRICT APPLICANTS:

- Qualified applicants may apply for a \$100 credit 1 time per 12-month period.
- A copy of application should be forwarded to Steven Schipper at CVWD with the request to award the \$100 credit (Email: sschipper@cvwd.org; cc: Water@uwdesert.org).

JOSHUA BASIN WATER DISTRICT APPLICANTS (Begins 6/6/18):

- Qualified applicants may apply for a \$50 credit 1 time per 12-month period.

-A copy of application should be forwarded to Lisa or Peggy at Joshua Basin Water District with the request to award the \$50 credit (Email: customerservice@jbd.com; cc: Water@uwdesert.org).

INDIO WATER AUTHORITY: Waiting for funding to begin program.