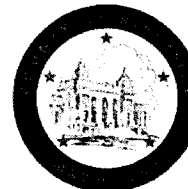


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.3
(ID # 10457)

MEETING DATE:
Tuesday, July 23, 2019

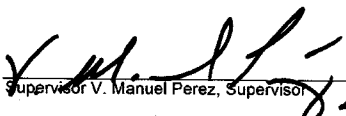
FROM: SUPERVISOR V. MANUEL PEREZ:

SUBJECT: SUPERVISOR V. MANUEL PEREZ: Acceptance of Coachella Valley Association of Governments Grant - Homeless Collaborative; and, Budget Adjustment. [\$90,000 - CVAG Funds 100%] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1.) Approve the acceptance of the Coachella Valley Association of Governments (CVAG) Grant for The Homeless Collaborative in the amount of \$ 90,000.00 in accordance with Board Policy A-30;
- 2.) Direct that the Homeless Collaborative Grant funds are to be utilized within the 4th District in accordance with the terms and conditions of the Grant;
- 3.) Authorize the Chairman of the Board of Supervisors to execute the Memorandum of Understanding with the Coachella Valley Association of Governments on behalf of the County;
- 4.) Authorize and approve the Auditor-Controller to make the budget adjustment attached as Schedule A;
- 5.) Direct that Grant funds be utilized to augment one (1) existing Full Time Equivalent (FTE) salary and expenses for a single existing position of Senior Legislative Assistant as designated by the 4th District Supervisor and or Chief of Staff.

ACTION:Policy


Supervisor V. Manuel Perez, Supervisor 7/19/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: July 23, 2019
xc: Supvr. Perez, Auditor

Kecia R. Harper
Clerk of the Board

By 
Deputy

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

FISCAL IMPACT:

This Grant results in a \$90,000.00 increase in funding for the County of Riverside as specified in Paragraphs 1 and 4 above.

BACKGROUND:

Summary

In accordance with Board of Supervisors Policy A-30, Coordination of Grants, no new position is being added or deleted by virtue of acceptance of this grant. Portions of the Grant funds will be utilized to augment the present salary of one (1) Senior Legislative Assistant over the term of the Grant. The CVAG Grant may be renewed at the discretion of the issuing agency from year to year. Prior Board of Supervisor action on 24 April 2018, item 3.8, Homeless Prevention and Mitigation Program, offered by Western Riverside County Association of Governments for the 1st and 2nd Districts in the amount of \$144,328.00 was approved by a unanimous 5-0.

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

**SCHEDULE A
BUDGET ADJUSTMENT**

Increase estimated revenue:		
10000-1000100000-781850	Grants – non-governmental agencies	\$90,000
Increase appropriations:		
10000-1000100000-510040	Regular Salaries	\$90,000

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AGREEMENT

BETWEEN COUNTY OF RIVERSIDE AND

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

REGARDING STAFFING FOR HOMELESSNESS COLLABORATIVE EFFORTS

This Agreement ("AGREEMENT") is made and entered into on this 23rd day of July, 2019, by and between the County of Riverside ("County") and the Coachella Valley Association of Governments ("CVAG") for homelessness collaborative efforts in the Coachella Valley. County and CVAG are sometimes referred to in this Agreement individually as a "party" or collectively as "parties."

RECITALS

WHEREAS, the County is a member of the CVAG Homelessness Committee, which works on regional homelessness issues; and

WHEREAS, in 2005, CVAG formed a Homeless Task Force in partnership with the late County Supervisor Dr. S. Roy Wilson; and

WHEREAS, the Homeless Task Force evolved into a standing CVAG Homelessness Committee within the CVAG committee structure, which worked in conjunction with the County to combat homelessness in the Coachella Valley; and

WHEREAS, CVAG has undertaken a homeless program for over seven years that has been substantially financially supported by the County and contributions by CVAG member cities, such contributions which were designed to be apportioned equally at \$103,000 per participating local government; and

WHEREAS, in addition, the Desert Healthcare District Foundation (DHCD/F), as part of its three-year strategic plan, has challenged communities to partner in combating homelessness by providing a matching opportunity through its collective fund in the West Valley Homelessness Initiative that matches dollar for dollar each CVAG member jurisdiction; and

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CLERK / BOARD OF SUPERVISORS
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WHEREAS, in 2018, the DHCD/F commissioned and released a study conducted by Barbara A. Poppe and Associates entitled, "The Path Forward: recommendations to advance the end of homelessness" ("Study"); and

WHEREAS, the DHCD/F and CVAG Homelessness Committee support working in partnership to implement recommendations put forth in the Study in which the immediate recommendation is to establish a Coachella Valley Homelessness Collaborative ("Collaborative"); and

WHEREAS, on February 11, 2019, Fourth District Supervisor V. Manuel Perez sent a letter to CVAG supporting CVAG and DHCD/F in the establishment of a Collaborative and offering to dedicate one of his staff members to work on the Collaborative; and

WHEREAS, on February 20, 2019, the CVAG Homelessness Committee moved in support of the Fourth District Supervisor's offer to dedicate 75% of the time of one of the Supervisor's Senior Legislative Assistant/Government Affairs and Public Policy Advisors to work directly with CVAG to lead implementation of the Collaborative; and

WHEREAS, on April 29, 2019, the CVAG Executive Committee authorized the CVAG Executive Director to enter into an agreement with the County to appoint the Senior Legislative Assistant/Government Affairs and Public Policy Advisor to the Fourth District Supervisor, to lead implementation of the Collaborative, with CVAG's share of costs not to exceed \$90,000 for one year; and with an option to renew for a second year; and

WHEREAS, the Fourth District Supervisor is in agreement with the action of the CVAG Executive Committee;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. COUNTY'S RESPONSIBILITIES and ROLE OF SUPERVISOR'S DESIGNATED STAFF PERSON

- a. The designated Senior Legislative Assistant/ Government Affairs and Public Policy Advisor will work with stakeholders to define the Collaborative and map out a course to transition oversight of regional homelessness initiatives, such as CV Housing First, from CVAG to the Collaborative, along with other recommendations from the Study, including using established connections to identify needed resources and break down administrative or operational barriers, as well as serve as the main point person for regional issues related to homelessness. Attachment B is the description of duties and deliverables of the designated County staff member.
- b. The Fourth District Supervisor will dedicate 75% of the designated Senior Legislative Assistant/Government Affairs and Public Policy Advisor's time to the Collaborative, such time to be compensated through CVAG's contribution set forth in 2. below.
- c. The remaining 25% of the designated Senior Legislative Assistant/Government Affairs and Public Policy Advisor's time to be spent on behavioral health, physical health, and housing issues in the County, which are all integral to addressing homelessness and play key roles in the Collaborative.
- d. County shall continue to be responsible for the designated Senior Legislative Assistant/Government Affairs and Public Policy Advisor's salary and benefits while employed with the County, except for the CVAG contribution set forth in Section 2below.
- e. The designated Senior Legislative Assistant/Government Affairs and Public Policy Advisor shall continue to be housed at the Fourth District Supervisor's Office and will work under the direction of the Fourth District Chief of Staff for general compliance with County personnel policies and rules and for matters unrelated to establishing the Homelessness Collaborative and matters within the scope of

CVAG's Homelessness Committee. With respect to matters under the scope of this agreement, see Attachments A and B, the designated Senior Legislative Assistant/Government and Public Policy Advisor shall work under the direction of the CVAG Executive Director who will be guided by policy established by the CVAG Homelessness Committee and CVAG Executive Committee.

2. CVAG RESPONSIBILITIES

CVAG will pay County \$90,000 for Fiscal Year 2019/20 from the CVAG Homelessness Fund to cover approximately 75% of the designated Senior Legislative Assistant/Government Affairs and Public Policy Advisor's time to lead implementation of the Collaborative. Such \$90,000 shall be paid monthly in equal amounts to the County, no later than the 15th of each month.

3. DELIVERABLES

The designated Senior Legislative Assistant/Government Affairs and Public Policy Advisor will prepare an implementation road map by September 2019 in order to engage stakeholders, convene the Collaborative, and begin action planning before the end of the 2019 in accordance with recommendations set forth in the Study, incorporated herein as Attachment A to this Agreement, and workplan incorporated herein as Attachment B to this Agreement.

4. RESTRICTIONS AND REPORTING

- a. The funds granted by CVAG for this AGREEMENT are designated only for the operations of the Homelessness Program. The administration of the Homelessness Program is directed through the CVAG committee process and under the guidance of the CVAG Executive Director.
- b. County will provide monthly reporting of time and meetings spent on homelessness collaborative implementation to the CVAG Homelessness Committee and CVAG Executive Director.

5. TERM; TERMINATION

The term of this AGREEMENT is for one year; and with an option to renew for a second year. This AGREEMENT shall be effective on the first date written above provided that an authorized and duly empowered representative of each party hereto has executed the AGREEMENT as provided below. Thereafter, this AGREEMENT may continue in effect until terminated by either party pursuant to 30 days written notice.

6. CANCELLATION CLAUSE

- a. This AGREEMENT shall continue in effect unless terminated under Section 5. above or until or unless the Homelessness Program or CVAG's administration of its Homeless programs shall be discontinued or CVAG for whatever reason, is dissolved or otherwise disbanded.
- b. This AGREEMENT shall be terminated if the designated Senior Legislative Assistant/Government Affairs and Public Policy, Advisor, is no longer employed under the Supervisor.
- c. This AGREEMENT shall be terminated if the CVAG Executive Committee takes action to do so.

7. NOTICE AND PRINCIPAL CONTACT

The individuals listed below in this Section shall administer this Agreement on behalf of their respective agencies and shall be the main contact person with respect to the provisions of this Agreement. A party giving notice as required in this Agreement shall provide for personal delivery of such notice or shall send such notice by United State mail, postage prepaid to the main contact person and address of the other party as set forth below:

County of Riverside, District 4
Steven Hernandez, Chief of Staff
73-710 Fred Waring Drive, Suite 222
Palm Desert, CA 92260
760-863-8211
Coachella Valley Association of Governments

Tom Kirk, Executive Director
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260
760-346-1127

8. ASSIGNMENT

This Agreement shall not be assigned by either party, in whole or in part, without the prior written consent of the other party.

9. AMENDMENT AND MODIFICATION; ENTIRE AGREEMENT

This Agreement is intended by the parties to be the final expression of their agreement with respect to personnel provided by County to the Collaborative and is intended as a complete and exclusive statement of the terms of the agreement between the parties. As such, this Agreement supersedes any prior understandings between the parties, whether oral or written, unless such understanding is referenced herein. This AGREEMENT may not be modified except by written agreement executed by duly empowered and authorized representatives of all parties.

10. WAIVER

Any waiver by either party of a breach of any of the terms of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other term of this Agreement.

11. APPROVAL/COUNTERPARTS

This Agreement must be approved by the Riverside County Board of Supervisors and CVAG. Each party has had the opportunity to participate in drafting and preparation of this Agreement. Any construction to be made in the Agreement of any of its terms or provisions shall not be construed against any one party. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.

12. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT

County and CVAG certify that the individuals signing below on behalf of the party has authority to execute this Agreement on behalf of the party and may legally bind the party to the terms and conditions of this Agreement, and any attachments hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates indicated below.

ATTEST:
KECIA R. HARPER, Clerk
DEPUTY
BY: 


County of Riverside, Chairman of the Board of Supervisors

Date: JUL 23 2019

By: 
Kevin Jeffries, Chairman

Coachella Valley Association of Governments

Date: 9/11/19

By: 
Tom Kirk, CVAG Executive Director

FORM APPROVED COUNTY COUNSEL
BY: 
GREGORY P. PRIAMOS
DATE: 7/24/19

