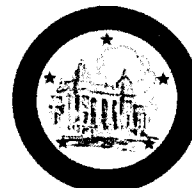


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.16
(ID # 11606)

MEETING DATE:

Tuesday, February 11, 2020

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) / WORKFORCE DEVELOPMENT
DIVISION: Approve the Form of the Memorandum of Understanding for the Collaborative Stakeholder Structure for the Eastside Climate Collaborative Transformative Climate Communities Initiative Grant Application; District 1; [\$1,110,000 – 100% State Cap and Trade Funds]; CEQA Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to state CEQA Guidelines Section 15061 (b)(3);
2. Authorize the County of Riverside Economic Development Agency Workforce Development Division to be a party to the Memorandum of Understanding for the Collaborative Stakeholder Structure for the Eastside Climate Collaborative Transformative Climate Communities Initiative (MOU);
3. Approve the attached form of Memorandum of Understanding for the Collaborative Stakeholder Structure for the Eastside Climate Collaborative Transformative Climate Communities Initiative (MOU);

ACTION: Policy


Lisa Brandl 2/6/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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 11, 2020
xc: EDA

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

4. Authorize the Assistant County Executive Officer/ECD, or designee, to sign the MOU, substantially conforming in form and substance to the attached MOU, subject to approval by County Counsel;

5. Authorize the Assistant County Executive Officer/ECD, or designee, to take all necessary steps to implement the MOU including, but not limited to, signing subsequent essential and relevant documents and agreements, and executing any non-substantive amendments, subject to approval by County Counsel; and

6. Direct staff to file a Notice of Exemption with the County Clerk within five (5) working days.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$1,110,000	\$ 1,110,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: State Cap and Trade Funds 100%			Budget Adjustment: No	
			For Fiscal Year: 2019/20, 2020/21, 2021/22, 2022/23, 2023/24	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

In November of 2017, the Riverside County Economic Development Agency (EDA) and the City of Riverside (City), applied to the California Strategic Growth Council (SGC) for the Transformative Climate Communities (TCC) program Planning Grant (Planning Grant). The purpose of the Planning Grant was to provide funds from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, to help local jurisdictions develop strategies to reduce carbon emissions, improve air quality, and build resiliency in the face of a changing climate, with a focus on low-income and disadvantaged communities. EDA was subsequently awarded a Planning Grant in the amount of \$190,000, which funding has been used to prepare for application to a larger TCC Implementation Grant.

On November 4, 2019, the SGC published a Notice of Funding Availability for a TCC Implementation Grant in an amount not to exceed \$28,200,000. Pursuant to California Assembly Bills 32 and 2722, Implementation Grant funds are derived from proceeds of the State's Cap and Trade program and fund the implementation of neighborhood-level plans that include multiple, coordinated projects that reduce greenhouse gas emissions and achieve other community benefits. The Implementation Grant objectives are three-fold: (1) achieve significant reductions in greenhouse gas emissions; (2) improve public health and environmental benefits;

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

and (3) expand economic opportunity and shared prosperity. To achieve these objectives, the Implementation Grant provides various strategies and project types that are eligible for inclusion. Eligible projects include those providing workforce and economic development opportunities.

The City intends to apply for a TCC Implementation Grant and plans to request approximately \$1,110,000 towards workforce and economic development activities in its application. Such activities are slated to be carried out by EDA's Workforce Development Division and include training programs, job placement, on the job training and high-quality job creation. Implementation of the grant activities will take place in the City of Riverside within the proposed TCC Project Area, which is defined on the attached Project Area Map.

Pursuant to TCC program guidelines, grant applicants must form a Collaborative Stakeholder Structure, memorialized with a Memorandum of Understanding to be submitted with the grant application. The attached form of Memorandum of Understanding for the Collaborative Stakeholder Structure for the Eastside Climate Collaborative Transformative Climate Communities Initiative (MOU) stipulates that the City will act as lead applicant and fiscal agent of the grant funds. The MOU also identifies EDA as a party to the application and responsible for carrying out the workforce and economic development activities.

Staff recommends that the Board of Supervisors authorize EDA to be a party to the City's TCC Implementation Grant application, approve the attached form of the MOU, and authorize the execution of the finalized MOU, subject to County Counsel approval.

CEQA

Pursuant to the California Environmental Quality Act (CEQA), the eligible workforce and economic development activities and form of MOU were each reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" exemption. It can be seen with certainty that there is no possibility that the execution of MOU or eligible workforce and economic development activities will not lead to any direct or reasonably indirect physical environmental impacts. Any activities or projects arising out of an award of Implementation Grant funds will be subject to separate CEQA review prior to taking any choice limiting or discretionary action in connection with such projects or activities. A Notice of Exemption will be filed by EDA staff with the County Clerk within 5 days of approval of this item.

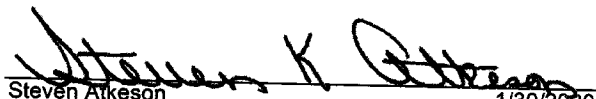
Impact on Residents and Businesses


The TCC grant will have a positive impact on the community as it funds initiatives to improve the environmental quality, improve public health, and increase workforce development opportunities for residents.

ATTACHMENTS:

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

- Form of Memorandum of Understanding for the Collaborative Stakeholder Structure
- Project Area Map


Steven Atkeson 1/30/2020


Gregory P. Priamos, Director County Counsel 1/29/2020

**MEMORANDUM OF UNDERSTANDING
FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE
FOR THE EASTSIDE CLIMATE COLLABORATIVE
TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE**

by and among

THE CITY OF RIVERSIDE

and

**THE COUNTY OF RIVERSIDE,
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS,
WAKELAND HOUSING & DEVELOPMENT CORPORATION,
RIVERSIDE COMMUNITY HEALTH FOUNDATION,
RIVERSIDE TRANSIT AGENCY,
GRID ALTERNATIVES,
RIVERSIDE UNIFIED SCHOOL DISTRICT,
SAFE ROUTES TO SCHOOL NATIONAL PARTNERSHIP,
RIVERSIDE FOOD SYSTEMS ALLIANCE,
SANTA ANA WATERSHED PROJECT AUTHORITY,
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
TREE PEOPLE,**

and

COMMUNITY SETTLEMENT ASSOCIATION OF RIVERSIDE

Dated _____, 20__

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Exhibit "A" – Project Area

Exhibit "B" – Organization Chart

**MEMORANDUM OF UNDERSTANDING FOR THE COLLABORATIVE
STAKEHOLDER STRUCTURE FOR THE EASTSIDE CLIMATE COLLABORATIVE
TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE**

This MEMORANDUM OF UNDERSTANDING FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR THE EASTSIDE CLIMATE COLLABORATIVE TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE (“MOU”) is made and entered into this ___ day of _____, 2020, by and between THE CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), THE COUNTY OF RIVERSIDE, a political subdivision of the State of California, through the County of Riverside Economic Development Agency (“County”), WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS, a California joint powers authority (“WRCOG”), WAKELAND HOUSING & DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation (“Wakeland”), RIVERSIDE COMMUNITY HEALTH FOUNDATION, a California nonprofit corporation (“Foundation”), RIVERSIDE TRANSIT AGENCY, a California joint powers authority (“Transit Agency”), GRID ALTERNATIVES, a California nonprofit corporation (“GRID”), RIVERSIDE UNIFIED SCHOOL DISTRICT, a California public school district (“District”), SAFE ROUTES TO SCHOOL NATIONAL PARTNERSHIP, a California nonprofit corporation (“Safe Routes”), RIVERSIDE FOOD SYSTEMS ALLIANCE, _____ (“Alliance”), SANTA ANA WATERSHED PROJECT AUTHORITY, a California joint powers authority (“SAWPA”) (each a “Project Partner” and collectively the “Project Partners”); THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California nonprofit corporation formed under Article IX of the California Constitution, as represented by University of California Riverside Center for Environmental Research and Technology (“UCR” or “Data Partner”); TREE PEOPLE, a California nonprofit corporation, and COMMUNITY SETTLEMENT ASSOCIATION OF RIVERSIDE, a California nonprofit corporation (“CSA” or “Non-Displacement Partner”). Together, the Project Partners, Data Partner, and Non-Displacement Partner may hereafter be referred to individually as “Partner” and collectively as “Partners”. Together, the City and Partners may hereafter be referred to individually as “Party” or collectively “Parties”.

RECITALS

A. The California Strategic Growth Council (SGC) awards grants for the development and implementation of neighborhood-level climate sustainability plans as part of the Transformative Climate Communities (TCC) program.

B. The City is the Lead Applicant and Grantee applying to SGC for a grant (“TCC Grant”) to fund a range of projects that will reduce greenhouse gas emissions, foster public health and environmental benefits, and catalyze economic opportunity and shared prosperity within the eastside community of the City of Riverside, as depicted in Exhibit “A” attached hereto and incorporated herein by this reference (“Eastside Neighborhood” or “Project Area”). The proposed program will hereafter be referred to as “Eastside Climate Collaborative.”

C. The Partners are organizations or public entities, authorized to lead community-based projects, who have demonstrated the organizational capacity to support the City in the implementation of the Eastside Climate Collaborative.

D. The Parties have individually and collectively engaged the residents and stakeholders in the Eastside Neighborhood in multiple visioning and planning processes over the past decade, culminating in the public workshops which created the Eastside Climate Collaborative. The City and the Partners believe the Eastside Climate Collaborative can positively transform of the Eastside Neighborhood, achieving strong public health and economic goals and significantly reducing greenhouse gas emissions.

E. The Partners fully support the objectives, goals, strategies, and projects identified under the TCC grant application that was proposed by the City for approval by the SGC ("TCC Grant Application"), and the Partners agree to be Co-Applicants for the TCC Grant Application.

F. SGC requires this MOU to set forth the agreed upon governance structure and terms of operation required to implement the Eastside Climate Collaborative, including but not limited to, the expectations and responsibilities of the Parties, legal and financial terms, and community engagement and decision-making processes.

G. The Parties desire to enter into an MOU as hereinafter set forth in order to establish a collaborative stakeholder structure for matters pertaining to the TCC Grant and the implementation of the Eastside Climate Collaborative in the Project Area.

H. The Parties acknowledge and agree that other Partners may be added to this MOU from time to time.

TERMS AND CONDITIONS

Section 1. DEFINITIONS.

1.1 General. The definitions set forth in the above recitals, in the TCC Guidelines, and otherwise indicated in parenthesis hereafter, shall apply to this MOU.

1.2 AHSC. "AHSC" shall mean the Affordable Housing and Sustainable Communities Program.

1.3 AHSC Guidelines. "AHSC Guidelines" shall mean the 2019/2020 AHSC Final Guidelines.

1.4 Application. "Application" shall mean the TCC Grant Application for funding submitted by City.

1.5 Bi-monthly. "Bi-monthly" shall mean every other month.

1.6 Budget. "Budget" shall mean the budget for a particular CCI Project.

- 1.7 Budget Report. “Budget Report” shall mean the report containing the budget for a particular CCI Project, which breaks down cost by task and lien item.
- 1.8 Close-out Report. “Close-Out Report” shall mean the report submitted to the SGC at the conclusion of an individual CCI Project.
- 1.9 Critical Community Investment Project. “Critical Community Investment Project” or “CCI Project” shall mean a project implemented with TCC Grant Funds.
- 1.10 Data Collection Plan. “Data Collection Plan” shall mean the plan that codifies data collection methods and reporting requirements and identifies all metrics to be tracked pursuant to the requirements the TCC Grant Agreement and pursuant to the wishes of the Leadership Council.
- 1.11 Displacement Avoidance Plan. “Displacement Avoidance Plan” shall mean the plan that addresses the displacement prevention needs of the community.
- 1.12 Eastside Climate Collaborative Plan. “Eastside Climate Collaborative Plan” or “Plan” shall mean all aspects of the project plan required by the City and its Partners in the TCC Grant Agreement.
- 1.13 GHG. “GHG” shall mean “Green House Gas.”
- 1.14 Grant Term. “Grant Term” shall mean the term of the TCC Grant Agreement.
- 1.15 Hub. “Hub” shall mean a subcommittee or subset of the Leadership Council that is tasked with a particular area of focus, is responsible for in-depth study of that area, and reports back to the full Leadership Council with regard to this focus.
- 1.16 Indicator Report. “Indicator Report” shall mean a report that tracks and reports Indicator Tracking for a CCI Project.
- 1.17 Indicator Tracking. “Indicator Tracking” shall mean the tracking and assessment of certain elements to measure the overall impact of the CCI Project investments, as outlined in the TCC Guidelines.
- 1.18 Indicator Tracking Plan. “Indicator Tracking Plan” shall mean the plan that sets forth the community-driven Indicator Tracking guidelines that will govern data collection and progress tracking for CCI Projects.
- 1.19 Lead Applicant. “Lead Applicant” shall mean the City of Riverside.
- 1.20 Leadership Council. “Leadership Council” shall mean the advisory body to the Lead Applicant.
- 1.21 Leverage Funding. “Leverage Funding” shall mean the funding, other than TCC Grant funds, used to supplement TCC Grant funds for the completion of all or a portion of a CCI Project.

1.22 Notice to Proceed. “Notice to Proceed” shall mean the notice issued by the City to all Partners once the TCC Grant Agreement has been fully-executed by and between the City and SGC.

1.23 Performance Period. “Performance Period” shall mean the period of time beginning immediately upon the completion of a CCI Project and ending upon a date determined by the City, during which Partners will be required to complete additional Indicator Tracking.

1.24 Riverside Eastside Community. “Riverside Eastside Community” shall mean those residents and stakeholders in the Project Area.

1.25 Subcontractor. “Subcontractor” shall mean any third party used by any Partner to perform any work in furtherance of a CCI Project.

1.26 TCC Grant Agreement. “TCC Grant Agreement” shall mean the agreement entered into by and between the City and the SGC.

1.27 TCC Guidelines. “TCC Guidelines” shall mean the TCC Program Guidelines for 2019/2020 adopted on October 31, 2019.

1.28 Workforce Development Plan. “Workforce Development Plan” shall mean the plan that governs procurement and imposes local-hire requirements on Parties for CCI Projects.

1.29 Working Group. “Working Group” shall mean a group consisting of the members of the Leadership Council and the Eastside Community, established for the purpose of facilitating discussion and information-sharing with regard to a particular task.

1.30 Work Plan. “Work Plan” shall mean a plan setting forth the timeline, discrete tasks, and detailed deliverables for a particular CCI Project.

1.31 Work Product. “Work Product” shall mean any writings, notes, memoranda, reports, research, and useable data, whether created or collected by a Partner or a Subcontractor of a Partner, generated in connection with the planning or implementation of the Eastside Climate Collaborative.

Section 2. INCORPORATION AND ACKNOWLEDGEMENT OF TERMS.

2.1 Incorporation. The City and its Partners intend that this MOU shall conform to and satisfy all requirements of the TCC Guidelines, AHSC Guidelines, and the TCC Grant Agreement. Each Party’s performance shall be conducted in accordance with the TCC Grant Agreement, the TCC Guidelines, the AHSC Guidelines, and this MOU (hereafter collectively the “Performance Terms”).

2.2 Acknowledgement. Each Party acknowledges that it has reviewed the Performance Terms, participated in the preparation of the Eastside Climate Collaborative Plan and the TCC Grant Application, and is fully committed to the goals and requirements of the Performance Terms.

Section 3. PURPOSE AND GOALS.

3.1 Purpose. The purpose of this MOU is to formalize the partnership and understanding between the Parties and to set forth the terms by which the Parties will manage, coordinate, and administer TCC Grant-related activities within the boundaries of the Project Area. The Parties agree that the purpose for conducting the activities as a coordinated group shall include the following:

- a. Implementing activities, programs, strategies, and projects as set forth in the TCC Grant Agreement;
- b. Promoting the execution of objectives and goals set forth in the TCC Grant Agreement;
- c. Providing a platform for community engagement and input into implementation of activities related to the TCC Grant; and
- d. Performing such other functions as may be deemed necessary and appropriate to meet the objectives of this MOU.

3.2 Goals. Each Party affirms that the Eastside Climate Collaborative is intended to create the necessary conditions for public and private investment in the Riverside Eastside Community to support the growth of community amenities and assets, such as increased public safety, quality educational facilities, improved infrastructure, increased mobility, reduced hazardous waste and carbon emissions, more affordable and stable housing, new local jobs, opportunities for business incubation, and other resources that are critical to the growth of a healthy and vibrant community.

Section 4. RESPONSIBILITIES OF ALL PARTIES.

4.1 Mutual Cooperation. Parties recognize that they have complementary expertise and common goals and interests. Parties shall endeavor to cooperate, work together, and share knowledge, expertise, and best practices with regards to the Plan and shall commit to working collaboratively with one another and with community stakeholders throughout the Grant Term. The Parties hereto agree that they will each provide such information and documentation as is reasonably necessary to fulfill the intent of this MOU and make diligent efforts to respond to inquiries and requests for information from the other Parties. The Parties agree to provide all Project-related information and documents as requested by the other Party or the State of California, including all grant-related reporting and documentation.

4.2 Leveraging of Available Funds. Parties shall make good faith efforts, as appropriate, to leverage available federal, state, local, and private funds, and to assist other Parties in leveraging

available federal, state, local, and private funds, to support integrated strategic investment for the transformation of the Eastside Neighborhood.

4.3 Communication. Parties shall commit to the principle of good communication, especially when one's work may have some bearing on the responsibilities of the other. Parties shall seek to alert each other as soon as practical to relevant developments with regards to the Plan and its execution. Parties shall also ensure that it is clear who the appropriate contacts are for particular matters and that contact details are kept up to date.

Section 5. CITY – ROLE AND RESPONSIBILITIES.

5.1 Lead Applicant and Grantee. City shall be the Lead Applicant and Grantee and shall execute the TCC Grant Agreement, carry out all responsibilities of Grantee as described in the Performance Terms, and work closely with the Department of Conservation throughout the implementation of the Plan. City commits to all duties and responsibilities corresponding to the Lead Applicant's role under the Eastside Climate Collaborative Plan for the length of the TCC Grant Term. City acknowledges that it:

- a. Has reviewed the FY2020 Transformative Climate Communities Grant Program NOFA, Final Guidelines, and related guidance from the State of California Strategic Growth Council;
- b. Has participated in the preparation of the Eastside Climate Collaborative Plan and Application; and
- c. Is fully committed to the goals and requirements of the NOFA, the Eastside Climate Collaborative Plan, the Application, the requirements of the Grant, and this MOU.

5.2 Treasurer. City shall hold one seat on, and be Treasurer of, the Leadership Council.

5.3 Hub and Working Group Participation. City shall participate in every Hub and Working Group. In doing so, the City will have the responsibility of monitoring day-to-day activities and maintaining awareness of roadblocks, conflicts, and performance issues. For the City, responsibility will be borne by the Office of the City Manager and the Community and Economic Development Department.

5.4 Grant Administration. City shall serve as the administrator of the TCC Grant, including but not limited to, compiling all invoices, supporting documentation, and reporting materials for CCI Projects. The City shall ensure compliance with all accounting, disbursement, recordkeeping, and all other compliance requirements of the Performance Terms with respect to the City and Partners.

5.5 Disbursement and Accounting of Funds. City shall be responsible for the disbursement of the TCC Grant funds in accordance with Performance Terms. Within sixty (60) days from the date that a Partner submits a request for disbursement, the City shall disburse the TCC Grant funding to Partners. In the event additional time is needed to allow the SGC to process the requesting

Partner's disbursement request, the City shall communicate to the requesting Partner the reason for the delay and the anticipated date for disbursement.

5.6 Financial Support. City shall leverage as appropriate, or assist in leveraging, available federal, state, local, and private funds as available to support integrated strategic investment for the transformation of the Project Area.

5.7 Community Engagement. City shall facilitate neighborhood involvement in implementing the Plan, including coordinating and supporting resident involvement in major decisions, developing and managing a coalition of stakeholders in support of the Plan, and working with relevant stakeholders to increase the involvement of neighborhood residents, businesses, nonprofits, grassroots and faith-based organizations in the implementation of the Plan.

5.8 Oversight of Implementation. City shall supervise and coordinate the implementation of activities related to the TCC Grant, including the housing, urban greening, and transportation components of the Plan, and enter into any necessary additional agreements with the Project Partners, Data Partner, or Anti-Displacement Partner, outside of this MOU, to facilitate the implementation of the Plan.

5.9 Workforce Development. City shall impose on Partners and monitor the local hire goals set forth in the Workforce Development Plan.

5.10 Community Engagement. City shall enforce and monitor the local participation goals set forth in the Community Engagement Plan and shall develop the community outreach tools to be utilized by the Partners, including but not limited to websites, fact sheets, and public presentations.

5.11 Displacement Avoidance. City shall cooperate with Partners to implement the Displacement Avoidance Plan and address the displacement prevention needs of the community while focusing on key educational opportunities, encouraging advocacy, and facilitating accountability on behalf of the Riverside Eastside Community.

5.12 Indicator Tracking. City shall work with the Partners and the Leadership Council to develop a community-driven Indicator Tracking Plan and local monitoring guidelines and ensure that all Partners comply with the Indicator Tracking Plan.

5.13 Reporting. City shall be responsible for any and all required reports, including but not limited to Progress Reports, Indicator Reports, Budget Reports, and Close-Out Reports.

Section 6. PROJECT PARTNERS - ROLES AND RESPONSIBILITIES.

6.1 Co-Applicants. Each Project Partner shall be a Co-Applicant to the TCC Grant Application and shall carry out all responsibilities associated with its respective CCI Project(s) as directed by the City and in accordance with the Performance Terms.

6.2 Representation on Leadership Council. Each Project Partner shall hold one seat on the Leadership Council.

6.3 Hub and Working Group Participation. Each Project Partner shall participate in one or more Hub or Working Group, based on the respective “project type” that it intends to implement, as outlined in Appendix B to the TCC Guidelines. Participation in a Hub or Working Group requires attendance at regular meetings, coordination with organizations doing like-projects in the Hub or Working Group, joint problem-solving and resource-sharing, coordination of community engagement and outreach activities, joint development and input on data tools and metrics, the timely submission of data for reports to the Leadership Council, and preparation of materials for public dissemination. Project Partners may agree to lead a Hub or Working Group, taking on the relative duties required of that position.

6.4 Project Development. Each Project Partner shall develop ideas for programs and projects that directly impact neighborhood quality in the Project Area and shall create scope(s) of work for its respective CCI Project(s) in alignment with the vision of the Eastside Climate Collaborative Plan.

6.5 Implementation of CCI Project. Each Project Partner shall oversee the implementation of its respective CCI Project, in accordance with Performance Terms, and with respect thereto shall:

- a. Secure all necessary governmental approvals, reviews, licenses, or permits;
- b. Immediately notify the City and the Leadership Council of any change in schedule, design, or outcome so that the determination can be made as to whether State review and/or a change to the GHG calculation is required;
- c. Prepare and propose solutions and an action plan to address any issues as they arise, working collaboratively with other Parties, subcontractors, and stakeholders to ensure that its CCI Project does not deviate from its intended purposes and the expectations of the Eastside Neighborhood;
- d. Ensure that there are no conflicts between policies or restrictions on sources of funds needed to complete CCI Projects; and
- e. Refrain from using TCC Grant Funding to supplant Leverage Funding.

6.6 Implementation Policies. Each Project Partner agrees to participate in and incorporate the following implementation policies, as appropriate to its respective project: the Community Engagement Plan, the Workforce Development Plan, and the Displacement Avoidance Plan. Project Partners agree to abide by the goals set forth in the Workforce Development Plan when procuring any portion of work associated with their respective CCI Project and when hiring any related temporary or permanent positions, unless the Project Partner is a public entity, in which case it is required to comply with its agency’s applicable hiring and procurement statutes.

6.7 Hiring Subcontractors. Project Partners may contract with Subcontractors for needed administrative, design, construction, engagement, or implementation support for CCI Projects. City’s obligation to pay the Project Partner is an independent obligation from the Project Partners’

obligations to pay their respective Subcontractors. With regard to Subcontractors:

- a. Project Partners are entitled to make use of their own staff and Subcontractors as identified in their respective Budget and Work Plan.
- b. Project Partners shall manage, monitor, and accept responsibility for the performance of their own respective staff and Subcontractors and shall conduct their respective project activities and services consistent with professional standards for the industry and type of work being performed under this MOU.
- c. Nothing in this MOU or otherwise shall create any contractual relationship between the City and any Subcontractors retained by a Project Partner, and no Subcontractor will relieve the Project Partner of its obligations under the MOU.

6.8 Reporting. Each Project Partner shall submit all required supporting documentation, as set forth in Section 10.5, to demonstrate that the work for which it is seeking reimbursement has been completed. Each Project Partner is responsible for its respective CCI Project and shall develop, prepare, and submit regular updates to the City and the Leadership Council regarding its progress toward CCI Project objectives, shall routinely update the information management platform regarding CCI Project schedule and objectives, and shall provide appropriate photos, stories, and meeting and event notices in a timely fashion to the City and Leadership Council.

6.9 Recordkeeping. Each Project Partner shall maintain its own records in accordance with Performance Terms and shall establish an official file for each CCI Project with adequate documentation supporting each action taken with respect to the Plan, including letters and email correspondence, financial records (including agreements and any associated documents with Subcontractors and receipts), engagement documentation, required reports, data, readiness and compliance documentation. Each Project Partner shall make such records available to the City for inspection. All such records shall be clearly identifiable. Each Project Partner and its Subcontractors shall allow inspection of all work, data, documents, proceedings, and activities related to the MOU for a period of four (4) years from the day after the last day of the Performance Period.

Section 7. DATA PARTNER - ROLES AND RESPONSIBILITIES.

7.1 Co-Applicant. Data Partner shall be a Co-Applicant to the TCC Grant Application and shall hold the City and its Project Partners accountable to the specific impact goals of their respective CCI Project.

7.2 Representation on the Leadership Council; Reporting Role. Data Partner shall hold a seat on the Leadership Council and shall lead a discussion with the Leadership Council, quarterly, to review and analyze the Data Dashboard indicators to track Partners in connection with their respective performance goals and to help them understand initiative-wide progress toward their goals. If metric targets are not met, the Leadership Council will discuss potential issues, challenges, or barriers to success, and make recommendations for technical assistance, programmatic adjustments, or other interventions. Underperforming Partners will be asked to

develop a program improvement plan for their respective project that identifies specific and measurable goals, outcomes, and indicators of success within a specific timeline.

7.3 Hub and Working Group Participation. As the objective data manager, the Data Partner shall coordinate with the Community Engagement Working Group, and any other Hub or Working Grouping wherein its expertise is needed, as assigned by the City.

7.4 Community Engagement. Data Partner shall engage residents and businesses in an annual survey geared toward tracking communitywide indicators to determine if CCI Projects are changing attitudes, behavior, health, and circumstances for Riverside's Eastside Community. Data Partner shall identify publicly available data (e.g. Census, Bureau of Labor Statistics) for tracking neighborhood and community-level metrics, including stress levels, rates of chronic disease, and community cohesion.

7.5 Tracking. Data Partner shall be responsible for ensuring that all data that Parties are required to track pursuant the TCC Grant Agreement are tracked appropriately and reported on in the appropriate timeframe and format. Data Partner shall in the first quarter of the TCC Grant Term:

- a. Work closely with the City, the Leadership Council, and community stakeholders to identify specific indicators that will be tracked over time to understand CCI Project quality and to assess public health, economic development, GHG reductions, and other project-specific outcomes above and beyond those required under a TCC Grant Agreement. The final list of additional indicators will be approved by the Leadership Council.
- b. Inventory and analyze how indicators are used for decision-making or quality improvements, which indicators are governed by regulatory requirements, and how data variables are defined (i.e. a data dictionary). This process will allow the Data Partner to recommend common variables for easy data integration.
- c. Create the Data Collection Plan.
- d. Create a Data Dashboard that provides monthly, quarterly, and annual reports on key indicators that the Leadership Council defines and that are required by the State in the TCC Grant Agreement.

7.6 Training. Data Partner shall ensure that Project Partners are meeting their data collection requirements. Data Partner shall train all Project Partners as applicable on what data to collect and how to collect their assigned data and report the data to meet State requirements and the TCC Grant Agreement.

7.7 Support. Data Partner shall provide support to Project Partners if they are facing obstacles or challenges in their data collection efforts.

7.8 Data Sharing. Data Partner shall work to develop data share agreements that allow Partners to participate in a centralized data portal for inputting and accessing data and monthly data reports.

Section 8. NON-DISPLACEMENT PARTNER – ROLES AND RESPONSIBILITIES.

8.1 Co-Applicant. Non-Displacement Partner shall be a Co-Applicant to the TCC Grant Application and shall work under contract with the City to prevent displacement by actively assisting the residents in the Project Area in matters of foreclosure avoidance and tenants' rights.

8.2 Representation on Leadership Council; Reporting Role. Non-Displacement Partner shall hold a seat on the Leadership Council and shall lead efforts to implement the Displacement Avoidance Plan, analyze the effectiveness of existing policies and programs on residents and businesses, make modifications as necessary, and report regularly to the Leadership Council on related non-displacement efforts.

8.3 Community Engagement. Non-Displacement Partner shall:

- a. Maintain active certification with the Department of Housing and Urban Development (HUD);
- b. Assist households with foreclosure prevention;
- c. Provide tenant advocacy and referrals to low cost legal representation, including conducting intake and evaluations, and helping with transportation, translation, and general advocacy obligations; and
- d. Conduct a series of workshops focusing on financial education, homeownership, tenants' rights, and local resources.

8.4 Reporting. Non-Displacement Partner shall keep a database of all clients and the services that it receives and shall provide quarterly updates to the Leadership Council. Non-Displacement Partner shall meet the following reporting requirements:

- a. General Reporting Requirements.
 - (1) All reports must be completed using the templates attached to the TCC Grant Agreement or provided by the City.
 - (2) The first reporting period will begin on the start date of the TCC Grant Agreement by and between the City and SGC.
 - (3) All reports must be submitted to the City on the due date specified by the City. When the report due date falls on a weekend or state recognized holiday, reports will be due on the first working day that follows.
 - (4) All reports must be signed by the signatory to this MOU.

(5) City and SGC may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.

- b. Bi-Monthly Progress Reports. Non-Displacement Partner shall complete Bi-Monthly Progress Reports using the template attached to a TCC Grant Agreement.
- c. Annual Reports. Non-Displacement Partner shall complete an annual progress report, an annual leverage funding report, in accordance with Performance Terms, an Indicator Tracking Report, and a detailed Work Plan and Budget using the templates included in a TCC Grant Agreement, once per year.

Section 9. COLLABORATIVE STRUCTURE.

9.1 General. Parties shall actively promote community engagement and shall work in conjunction through the Leadership Council. Leadership Council shall be entitled to make recommendations about, provide input into, and assist the Parties in the implementation of activities under the TCC Grant, but the Leadership Council does not have any final decision-making abilities. Leadership Council shall have the organization and powers specified below and shall use the framework, attached hereto in the Organizational Chart in Exhibit "B", to govern the implementation of the TCC Grant, to make decisions related to the Project, and to recommend any necessary changes to the Eastside Climate Collaborative Plan during implementation.

9.2 Membership. Leadership Council shall consist of sixteen (16) seats. Each of the ten (10) Parties to this MOU shall designate one individual to represent that Party on the Leadership Council. Additionally, five (5) seats shall be "Community Seats", filled by individuals or organizations who reside or do business in the Project Area, and one (1) seat shall be a "Youth Seat", filled by an individual or organization from the Project Area representative of the youth demographic. As it concerns the Community Seats and the Youth Seat, individuals or community organizations from the wishing to serve on the Leadership Council must submit a request to the City for appointment onto the Leadership Council. City shall be responsible for appointing representatives to the Community Seats and Youth Seat. All representatives on the Leadership Council will hereafter be referred to as "Members."

- a. Adding or Removing Members. Any organization or individual that is a party to this MOU will be a member on the Leadership Council, so removal or addition of a party to this MOU will likewise remove or add a member to the Leadership Council. As it concerns the Community Seats and the Youth Seat, the City may, at any time, increase the number of Community Seats and Youth Seats, but may not otherwise decrease the number of Community Seats and Youth Seats below that which is set forth in this MOU. Members in the Community Seats and Youth Seat(s) may resign, at any time, upon written notice to the City.

9.3 Meetings. To establish order and efficiency, upon the City's issuance of the Notice to Proceed, the Leadership Council shall meet once a month until all Hubs, Working Groups, and communication processes are fully-established ("Establishment Phase"). In no event shall the

Establishment Phase be shorter than six (6) months. After the completion of the Establishment Phase, the Leadership Council shall conduct meetings at least on a quarterly-basis, as follows:

- a. Location. Meetings shall be held within the Project Area, at a time and location previously determined by the Parties.
- b. Open and Public. Meetings shall be open and public and shall be facilitated in a manner that promotes equity, respect, and resident empowerment. To maximize public participation, the Leadership Council shall not discuss any item not appearing on the duly-noticed and published agenda, as set forth in subsection (c). Each meeting agenda shall include an item at the beginning of the agenda for public comment for items not on the agenda so that the public has an opportunity to address the Leadership Council regarding all matters within the Leadership Council's purview. Additionally, the public shall have the opportunity to speak on any item on the agenda prior to the Leadership Council's discussion of or decision on that item.
- c. Notice. City shall ensure that meeting agendas and materials are published and made accessible to the public at least seventy-two (72) hours before a meeting. Agendas shall contain item descriptions that set forth the matter to be discussed with reasonable particularity so that the public is able to understand the subject to be discussed and the action to be taken. Parties shall make reasonable efforts to provide the agendas and presentation materials in Spanish and English. In order to facilitate greater public participation, the Leadership Council shall also make efforts to forward the agenda and materials to specific residents and businesses in the Project Area who have particular interests in an agenda item. Notwithstanding the foregoing, the Parties recognize that in some circumstances decisions and changes related to TCC Grant implementation may require more expedient action. In the case of an emergency decision, discussion and notification may be made via email to the Leadership Council members and a recommendation formed with the necessary affirmative votes via email. Such decisions shall be reported and revisited at the next regular Leadership Council meeting.
- d. Decision-Making and Dispute Resolution. All substantive changes or material issues related to implementing the Eastside Climate Collaborative Plan shall be presented to the Leadership Council at a regularly scheduled meeting. If the Leadership Council is unable to reach consensus on a matter, the City should pursue conflict resolution and address the division before moving forward. Addressing the division may include further community outreach, modification of the proposal, and further reporting to the Leadership Council. It is the goal of the process to have all recommendations be supported by the majority of the Leadership Council.
- e. Bylaws. At its first meeting, the Leadership Council shall discuss governance procedures and set key priorities for managing future meetings. At the conclusion of the first meeting, the Leadership Council, by affirmative vote of the majority

of Members present at the meeting, shall appoint five (5) Members to draft bylaws for the collaborative stakeholder structure and set the priorities of the Leadership Council. The bylaws and priorities shall confirm to the general terms and intent of this MOU and shall become effective upon adoption by the Leadership Council.

- f. Officers. At its first meeting, the Leadership Council, by affirmative vote of a majority of Members present at the meeting, shall appoint members to serve as Chair, Vice Chair, and Secretary of the Leadership Council. The Treasurer shall be the City.

9.4 Hub Implementation. Leadership Council, in accordance with this MOU, shall assign Members to work within the following Hubs: (1) Sustainable Housing, (2) Urban Greening, (3) Active Transportation, and (4) Low Carbon Transportation. Any recommendation to change the number or type of Hubs should be brought before the Leadership Council for discussion. Hubs shall otherwise operate as follows:

- a. Meetings and Structure. Each Hub will be convened initially by the City, and shall establish its meeting schedule, meeting guidelines, agenda, and structure at its first meeting. Because the work of each Hub is so complex and involves its own set of Partners and constituencies, each Hub should have its own organizational structure, with one or two Partners agreeing to act as the lead (“Hub Lead”). Hub Leads are required to commit to managing the Hub for a minimum of one year. Unless the Hub establishes co-leads, if more than one organization wants to lead the Hub, then the members in the Hub shall vote, one vote per member, and the member receiving the majority vote shall become the Hub Lead. In order to ensure consistency in messaging, access to the same high-level advice, funding and tools, and expediency in implementation, the City shall participate in all Hub meetings, and the Hubs shall report about and receive guidance on their work at each Leadership Council meeting.
- b. Subcontractor Participation. Subcontractors are strongly encouraged to participate in the Hub meetings. Subcontractors play a critical role in assisting the Project Partners in reaching their goals and should be part of the cross-pollination process.

9.5 Working Group Implementation. Each Hub shall designate at least one representative to sit on each of the following Working Groups: City Oversight Working Group, the Community Engagement Working Group, the Workforce Working Group, and the Displacement Avoidance Working Group. The composition and operations of each Working Group shall be as follows:

- a. City Oversight Working Group. In order to effectively resolve issues among and between Project Partners and community stakeholders related to implementing work, City agencies necessary for plan implementation (e.g, Public Works, Parks and Recreation, Community and Economic Development, and Public Utility) shall form a Working Group to meet on a Bi-monthly basis to collaborate, prioritize, streamline and track the overall progress of the Eastside Climate Collaborative Plan. Other departments and resources will be called in on an as-needed basis to

ensure problems are solved rapidly and thoughtfully. This Working Group will advise the Leadership Council on critical issues related to project feasibility and implementation and provide suggestions for how to resolve issues or expedite project completion. The Community & Economic Development Department will convene and lead this working group.

- b. Technical & Design Review Working Group. To evaluate potential changes to the Plan through the implementation process, a technical and design review working group shall be formed. This Working Group is available to the Hubs and shall meet with Partners who are requesting changes or modifications to their respective projects for the purpose of evaluating the feasibility and challenges related to the request. This Working Group will be responsible for communicating with the City on potential changes or feedback on implementation challenges. The City will share this information with SGC. This Working Group shall report to the Leadership Council on recommendations for modifications to the Eastside Climate Collaborative Plan. The City will be responsible for convening this working group.
- c. Community Engagement Working Group. Community Engagement Working Group shall be led by the Data Partner and shall include a representative from each Hub, the City, all communication-related Subcontractors, and a team of community members. This Working Group shall coordinate and plan outreach/engagement activities and efforts, craft communication messages, provide input on website and other social media design, ensure community engagement and participation for planning and implementing Project Area events, and recruit grassroots organizations and networks to assist in community-based data collection and dissemination of information and notices.
- d. Workforce Working Group. Workforce Working Group shall be established by the County and utilized by all Partners as necessary for advice and coordination on all training and hiring opportunities within each Project Type. Workforce Working Group will assist in job mapping, local labor force referrals, developing and advising on training modules, and connecting Partners to education and workforce partners.
- e. Displacement Avoidance Working Group. Displacement Avoidance Working Group shall be overseen by the Non-Displacement Partner. This Working Group will allow the Non-Displacement Partner to coordinate its displacement avoidance efforts and to make sure that a lens of anti-displacement is incorporated in the implementation of all Eastside Climate Collaborative CCI Projects.

9.6 Community Representation. Parties acknowledge that community representation throughout the process is integral for the success of the Eastside Climate Collaborative, and Parties take all reasonable measures to engage the public, including but not limited to the following:

- a. Working Groups, Hubs, and the Leadership Council will be forums wherein community stakeholders and Partners are able to participate in the discussion and decision-making process.
- b. City will use existing local community groups and resident organizations to publicize meetings and utilize its Partners to assist in community outreach and engagement.
- c. The determination and implementation of some Projects (specifically in the Urban Greening and Active Transportation Hubs) require more design, and Partners have committed to robust community participation in all aspects of design and location.
- d. City shall consult with the Partners and community stakeholders privately and in Working Group settings to ensure clear messaging and communication on goals and requirements, address conflicts and roadblocks as they arise, and ensure that decisions are well-informed and made quickly to guarantee success.

9.7 Accountability. City shall work with Partners and stakeholders to engage them on what measures the community would like to see to ensure accountability throughout the process, including but not limited to the following:

- a. In order to be accountable to the community, the City and the Co-Applicants commit to regular tracking of project metrics.
- b. If metric targets are not met, the Leadership Council will discuss potential issues, challenges, or barriers to success, and make recommendations for technical assistance, programmatic adjustments, or other interventions. Underperforming Partners will be asked to develop a program improvement plan, for their respective project, that identifies specific and measurable goals, outcomes, and indicators of success within a specific timeline.
- c. All CCI Projects will include strong levels of community engagement and input and are required to report out to their respective Hubs, allowing for peer-to-peer accountability and evaluation as well as direct community accountability.
- d. Data Partner will engage residents and businesses in a survey geared towards developing communitywide indicators that can be tracked to determine if the TCC investments are changing attitudes, behavior, health, and circumstances for the Project Area.
- e. Leadership Council meetings will be open to the public, with clear agendas, minutes and a record of attendance to ensure regular accountability.
- f. City is responsible for ensuring the accountability of its Co-Applicants, Partners, and Working Groups to meet their responsibilities and implement their Projects in

a timely fashion, in accordance with their Work Plan and within their budget allocation.

- g. City will dedicate staff to monitor all Projects, participate in Hubs and Working Groups, and track progress through data dashboards and utilization of specific project management software and smart sheets that create charts and allow for task collaboration. Utilizing this software allows the City to measure progress and determine early on when tasks and timelines are not being met.
- h. City, as Lead Applicant, will meet with Co-Applicants when items begin to get flagged as late and develop appropriate work plans to address issues as they arise.
- i. City and Hub Leads will engage in site visits to visually inspect progress and build out of all projects and will utilize its Technical and Design Working Group with all accountability steps.

Section 10. TERM AND TERMINATION.

10.1 Term. This MOU shall become effective as of the date on which the last Party executes this MOU ("Effective Date"). The Term shall commence on the Effective Date and continue for five (5) years thereafter and shall automatically terminate unless otherwise extended by a written amendment to his MOU executed by all of the Parties.

10.2 Termination. City reserves the right to terminate this MOU for convenience upon thirty (30) days' written notice to the Co-Applicants. Co-Applicants reserve the right to terminate their participation in this MOU for convenience upon thirty (30) days written notice to the City. This MOU shall automatically terminate if the Eastside Climate Collaborative Application does not receive a grant award based on its response to the FY2019 NOFA.

10.3 Co-Applicant Substitution. City, as the Lead Applicant, may remove and substitute individual Co-Applicants to this MOU on an as needed basis, without the prior approval of other Co-Applicants.

10.4 Work Product. Each Co-Applicant shall deliver its Work Product to the City in Event of Termination.

10.5 Reimbursement. A Co-Applicant may submit a final request for reimbursement within sixty (60) days of termination. City shall review and seek reimbursement for all Co-Applicant sums for services actually performed and properly accounted for prior to the effective date of termination. No reimbursement submittals will be processed if received more than sixty (60) days after termination. Requests for reimbursement shall include invoices and any other necessary documentation, as determined by subsequent agreement between the City and the Co-Applicant.

Section 11. INDEMNIFICATION.

Each Party agrees that if there is a liability, claim, damage, or action whatsoever arising from the performance of this MOU, out of that Party's alleged gross negligence or intentional or willful misconduct, or the alleged gross negligence or intentional or willful misconduct of that Party's agents, officers, officials, board of supervisors, city council, board of directors, employees or representatives, then that Party shall defend, indemnify and hold harmless each and every other Party and its officers, officials, board of supervisors, city council, board of directors, employees or agents from and against any damages including, but not limited to, attorneys' fees, expert and consultant fees, and other costs and fees of litigation.

Section 12. INSURANCE.

12.1 General Provisions. Immediately upon the City's issuance of the Notice to Proceed, Co-Applicants shall provide satisfactory evidence of, and shall thereafter maintain during the term of this MOU, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

a. Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on a Co-Applicant's indemnification obligations.

b. Ratings. Any insurance policy or coverage provided by a Co-Applicant or Subcontractors as required by this MOU shall be deemed inadequate and a material breach of this MOU unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

c. Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

d. Adequacy. City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by a Co-Applicant pursuant to this MOU are adequate to protect that Co-Applicant. If Co-Applicant believes that any required insurance coverage is inadequate, Co-Applicant will obtain such additional insurance coverage as Co-Applicant deems adequate, at Co-Applicant's sole expense.

12.2 Workers' Compensation Insurance. By executing this MOU, Co-Applicant certifies that Co-Applicant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Co-Applicant shall carry the insurance or provide for self-insurance required by California law to protect said Co-Applicant from claims under the Workers' Compensation Act. Immediately upon the City's issuance of the Notice to Proceed, Co-Applicant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Co-Applicant is self-insured for such coverage, or 2) a certified statement that Co-

Applicant has no employees, and acknowledging that if Co-Applicant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 Commercial General Liability and Automobile Insurance. Immediately upon the City's issuance of the Notice to Proceed, Co-Applicant shall obtain, and shall thereafter maintain during the term of this MOU, commercial general liability insurance and automobile liability insurance as required to insure Co-Applicant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Co-Applicant. The City, and its officers, employees and agents, shall be named as additional insureds under the Co-Applicant's insurance policies.

- a. Co-Applicant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.
- b. Co-Applicant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Co-Applicant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Co-Applicant's performance of this MOU, which vehicles shall include, but are not limited to, Co-Applicant owned vehicles, Co-Applicant leased vehicles, Co-Applicant's employee vehicles, non-Co-Applicant owned vehicles and hired vehicles.
- c. Immediately upon the City's issuance of the Notice to Proceed, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this MOU, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

- d. The insurance policy or policies shall also comply with the following provisions:

- (1) If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- (2) The policy shall specify that the insurance provided by Co-Applicant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

Section 13. EFFECT OF THIS MOU.

13.1 Parties acknowledge and agree that nothing contained in this MOU shall be deemed a covenant, promise, or commitment by the City to enter into any other agreement on any particular terms or conditions, in furtherance of any the CCI Projects in the TCC Grant Application if not selected for TCC Grant funding. Partners further understand and agree that the State of California retains the ultimate discretion to approve or deny TCC Grant funding. Each Party's execution of this MOU is merely an agreement to the terms of the collaborative stakeholder structure, contingent upon TCC Grant funding and award.

13.2 Nothing contained in this MOU shall be construed to require, or have the effect of requiring, the City to take any action inconsistent with any applicable law, rule or regulation which governs the City's actions.

Section 14. NON-DISCRIMINATION.

Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Parties agree to conform to the requirements of the Americans with Disabilities Act in the performance of this MOU.

Section 15. DISPUTES.

Parties agree that before any Party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration regarding the TCC Grant that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each Party shall bear its own expenses and costs associated with the mediation. Parties shall share the cost of a mediator equally.

Section 16. STATE DISCLAIMER.

Parties acknowledge that while the City has discussed the Project with the Strategic Growth Council, the State has not stated the conditions, if any, on which it would approve any approach to be funded pursuant to this MOU. All terms and conditions stated in this MOU or any other document regarding the Lead Applicant's or Co-Applicants' participation in the Project shall be modified as needed to meet all State requirements.

Section 17. MISCELLANEOUS.

17.1 Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing to the addresses set forth on the signature pages, and shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid.

17.2 Conflict of Interest. No member, official or employee of the Parties shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

17.3 Governing Law. This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California.

17.4 Venue. Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court in Riverside County, California, and the Parties waive any provision of law providing for a change of venue to another location.

17.5 No Third-Party Beneficiaries. This MOU is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties. No other person or entity shall have any right of action based upon the provisions of this MOU.

17.6 Section Headings. The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.

17.7 Compliance with Laws and Regulations; Legal Authority. By executing this MOU, the Parties agree to comply with all applicable federal, state and local laws, regulations and ordinances. Nothing in this MOU binds the Parties to perform any action that is beyond its legal authority.

17.8 Authority. The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.

17.9 Assignment. The Parties shall not assign, transfer, or subcontract any interest in this MOU without the prior written consent of the City. Any attempt to so assign, transfer, or subcontract any

rights, duties, or obligations arising hereunder, without prior written consent of City shall be null, void and of no effect.

17.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

17.11 Entire Agreement. This MOU, including all exhibits and attachments hereto, is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amendments to or clarification of this MOU shall be in writing and acknowledged by all Parties to this MOU.

[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives on the dates set forth below.

CITY OF RIVERSIDE,
a California charter city and municipal corporation

By: _____

Name: _____

Its: _____

Dated: _____

ATTESTED TO:

By: _____

APPROVED AS TO FORM:

By: _____

Address:

City of Riverside
Attention: Jeff McLaughlin
3900 Main Street
Riverside, CA 92522

THE COUNTY OF RIVERSIDE,
a political subdivision of the State of
California, through the County of Riverside
Economic Development Agency

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

FORM APPROVED COUNTY COUNSEL

BY: APD
AMRIT P. DHILLON

1/23/2020
DATE

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS, a California joint powers
authority

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

WAKELAND HOUSING &
DEVELOPMENT CORPORATION,
a California nonprofit public benefit
corporation

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

RIVERSIDE COMMUNITY HEALTH
FOUNDATION,
a California nonprofit corporation

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

RIVERSIDE TRANSIT AGENCY,
a California joint powers authority

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

**GRID ALTERNATIVES,
a California nonprofit corporation**

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

RIVERSIDE UNIFIED SCHOOL DISTRICT,
a California public school district

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

**SAFE ROUTES TO SCHOOL NATIONAL
PARTNERSHIP,
a California nonprofit corporation**

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

RIVERSIDE FOOD SYSTEMS ALLIANCE,
a _____

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

SANTA ANA WATERSHED PROJECT
AUTHORITY,
a California joint powers authority

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,

a California nonprofit corporation formed under Article IX of the California Constitution, as represented by University of California Riverside Center for Environmental Research and Technology

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

COMMUNITY SETTLEMENT
ASSOCIATION OF RIVERSIDE,
a California nonprofit corporation

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

TREE PEOPLE,
a California nonprofit corporation

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

EXHIBIT "B"
ORGANIZATION CHART