

**CITY OF RIVERSIDE AND
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY/
Workforce Development Division**

MEMORANDUM OF UNDERSTANDING

1. PURPOSE

- 1.1. The City of Riverside (City) and the Riverside County Economic Development Agency / Workforce Development Division (EDA/WDD) (collectively, the "Parties") enter into this interagency Memorandum of Understanding (MOU) to increase the economic self-sufficiency of homeless persons through employment. This MOU establishes a formal partnership to launch a housing and employment program (Program) tailored to homeless individuals residing in City sponsored emergency shelters or receiving services from City's Homeless Outreach Team.
- 1.2. City and EDA/WDD agree to the following roles, responsibilities, and accompanying terms and conditions, which will be effective as defined in section 3 of this MOU and remain in effect until terminated or modified as defined in section 4 of this MOU.

2. SCOPE

- 2.1. EDA/WDD is proposing to provide services, as defined in section 6 of this MOU, to City clients as agreed upon by City and EDA/WDD at the Riverside Access Center.
- 2.2. City will provide case management to program participants to help them achieve self-sufficiency and provide housing through the City's Tenant Based Rental Assistance and Rapid Re-Housing programs.

3. TERM

- 3.1. This MOU shall be effective upon execution by signature of the Riverside City Manager and the Director of EDA/WDD, or their respective designees.

4. AMENDMENT OR TERMINATION OF MOU

- 4.1. This MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this MOU formally approved and executed by City and EDA/WDD.
- 4.2. This MOU may be amended at any time with the written concurrence of both Parties. Consideration for amendment will be given upon written notification by one party to the other. This MOU can be terminated with or without cause by either party upon thirty (30) days' written notification to the other party or due to unavailability of funding. Termination of the MOU will take effect thirty (30) days following

receipt of the written notice of termination or upon effective date of funding expiration.

5. **AGENCY REPRESENTATIVES**

5.1. The following agency representatives will serve as the primary points of contact as it relates to accomplishing the terms of this Agreement.

City of Riverside
Monica Sapien
Homeless Services Coordinator

Economic Development Agency
Carrie Harmon
Deputy Director

6. **ROLES AND RESPONSIBILITIES**

6.1. EDA/WDD agrees to collaborate with City in the development of a housing and employment program tailored to homeless individuals residing in City sponsored emergency shelters or receiving services from the City's Homeless Outreach Team. EDA/WDD shall assume the following responsibilities:

6.1.1. Assign staff to be liaison between EDA/WDD and the City;

6.1.2. Provide an experienced Career Coach (0.30 FTE) for the Program;

6.1.3. Career Coach shall perform the following:

6.1.3.1. Orientation to workforce services;

6.1.3.2. Assistance with eligibility and application process for WIOA funded workforce services;

6.1.3.3. Objective assessment which identifies barriers to employment, skill level and service needs;

6.1.3.4. Development of an individual employment plan

6.1.3.5. Employment Preparation Workshops;

6.1.3.6. Coordination of services provided by other One Stop partners such as Vocational Rehabilitation and Adult Education;

6.1.3.7. Supportive services to facilitate job search, training and/or employment

6.1.3.8. Job Search Assistance

- 6.1.3.9. Employment Training and continued education;
 - 6.1.3.10. Follow-up services post permanent employment
 - 6.1.4. Provide adequate staff coverage to cover illness, vacation or extended leave;
 - 6.1.5. Submit progress reports to City;
 - 6.1.6. Attend monthly multi-disciplinary team meetings as scheduled;
 - 6.1.7. Review the work being performed under this MOU to determine if it merits continued service provision.
- 6.2. City agrees to collaborate with EDA/WDD in the development of a housing and employment program tailored to homeless individuals residing in City sponsored emergency shelters or receiving services from City. City may propose to undertake, but not limited to, the following:
- 6.2.1. Conduct an initial intake interview of each client and schedule individual appointments for workforce services;
 - 6.2.2. Assist customers with obtaining social security cards and identification cards if needed;
 - 6.2.3. Ensure customers are vested in employment goals;
 - 6.2.4. Share information on any assessments that may assist in creating an Individual employment plan;
 - 6.2.5. Assist in customers obtaining appropriate right to work documents;
 - 6.2.6. Assist in customers obtaining selective service inquiry;
 - 6.2.7. Be an advocate for the completion of workforce services;
 - 6.2.8. Provide Housing Navigator services to customers to assist in securing a housing unit through the City's Tenant Based Rental Assistance or Rapid Re-Housing programs;
 - 6.2.9. Attend monthly multi-disciplinary team meetings as scheduled; and
 - 6.2.10 Review the work being performed under this MOU to determine if it merits continued service provision.

7. **AUDITS**

EDA/WDD agrees that any duly authorized representative of the Federal, State or local Government shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this MOU. Any audit exception, as it

relates to this MOU, resulting from an audit conducted by any duly authorized representative of the Federal, State or local Government shall be the responsibility of EDA/WDD. Any audit disallowance adjustments must be paid in full upon demand if required.

8. **RECORDS RETENTION**

Each party agrees to retain all records pertaining to this MOU for the period indicated in their respective records retention schedule. The EDA/WDD applicable schedule is Riverside County Records Retention General Schedule per Board of Supervisors Policy A-43, incorporated herein by reference, unless otherwise indicated by the source of funds. If, at the end of the retention period, there is ongoing litigation or an audit involving those records, each party shall retain the original records until the resolution of such litigation or audit.

9. **CONFIDENTIALITY**

All parties agree to maintain the confidentiality of all client information in accordance with all applicable Federal, State and local laws and regulations. Both parties will ensure names, addresses, phone numbers, and any other individually identifiable information concerning clients and services received are kept confidential.

10. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

All parties in this MOU are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act, Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. All parties agree to cooperate in accordance with the terms and intent of this MOU for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. All parties agree it shall be in compliance, and shall remain in compliance with the requirements of the Health Insurance Portability and Accountability Act, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time. The parties agree to the terms and conditions set forth from the Riverside County Board of Supervisors Policy No. B-23.

11. **PERSONNEL DISCLOSURE AND BACKGROUND CHECK PROCEDURES**

11.1. Background Check Procedures:

11.1.1. Upon request by City, EDA/WDD agrees to make available to City a current list of all personnel that will be providing services under this agreement. This list shall include: all staff who work full-time, part-time, per-diem, or temporarily; a brief description of the functions of each position; and the professional degree, license (if applicable) and experience required for each position. In addition, City shall be provided immediate written notice of any changes in personnel providing services under this MOU.

11.1.2. City reserves the right to conduct, at any time, background checks on personnel assigned to the Riverside Access Center. Based on the background check, City shall have the right to require EDA/WDD to remove or replace any personnel providing services under this MOU. In the event a background check is conducted, costs associated with the background check will be the responsibility of Probation.

11.1.3. Disclosure of Information Relevant to Client and Employee Safety:

As required by Penal Code Section 11105.3, EDA/WDD agrees to notify City of any EDA/WDD employee assigned to the Riverside Access Center who has been convicted of any crimes involving sex, drugs, violence, or other felony offenses, or who are known to have a substantiated report of child abuse as defined in Penal Code Section 11165.12, who have contact with Riverside Access Center's clients.

11.1.4. Notification procedures for client safety are as follows:

11.1.4.1. City shall notify EDA/WDD in writing of any person not approved by the City to work in the Program, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval.

11.1.4.2. Upon notification, EDA/WDD shall immediately remove that person from providing services under this MOU.

11.1.5. Notification procedures for employee safety are as follows:

11.1.5.1. When such information becomes known to EDA/WDD/EDA/WDD shall immediately notify City concerning any arrests or convictions for anything other than minor traffic offenses; notification shall include Driving Under the Influence or substantiated allegations of abuse by any paid employee.

11.1.5.2. In the event that notification is made, City will make the necessary contractual changes up to and including termination of this MOU.

12. **HOLD HARMLESS AND INDEMNIFICATION**

Each party (referred to as "Indemnitor") shall indemnify, defend and hold harmless the other parties including their officers, employees and agents (referred to as "Indemnities") from any liability, damage, claim or action based on or asserted upon any actions or services of Indemnitor, its officers, employees or agents related to this MOU, including but not limited to property damage, bodily injury or death. Indemnitor shall defend, at its sole expense (including all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts or services.

13. **ASSIGNMENT**

This MOU shall not be assigned by any party hereto, either in whole or in part, without prior written consent of the other parties. Any assignment or purported assignment of this MOU without the prior written consent will be deemed void and of no force or effect.

14. **LICENSE AND CERTIFICATIONS**

All parties verify upon execution of this MOU, that all work performed pursuant to this MOU will, when applicable, possess a current and valid license and certification in compliance with any local, State, and Federal laws and will be performed by properly trained and licensed and certified staff.

15. **SEVERABILITY**

If any provision in this MOU 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.

16. **COMPENSATION**

Costs incurred under this pilot program shall be covered with existing resources by each respective party.

17. **NOTICES**

All notices, claims, correspondence, reports, and statements authorized or required by this MOU shall be addressed for each location as follows:

City of Riverside
Emilio Ramirez
Community & Economic Development
3900 Main Street
Riverside, CA 92522
951.826.5371

Riverside County EDA / WDD
Heidi Marshall
Workforce Development
1325 Spruce Street, Suite 110
Riverside, CA 92507
951.955.3100

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by this MOU addressed in any other fashion will not be acceptable.

SIGNATURE PAGE

All signatories have delegated authority to enter into this MOU. The Parties hereto have executed this MOU on the dates shown below.

City of Riverside

John Russo
City Manager

Date

City of Riverside

Attest: _____
City Clerk

Riverside County EDA / WDD

Heidi Marshall
Director of Workforce Development

Date

APPROVED AS TO FORM:
BY: *Susan Wells*
ASSISTANT CITY ATTORNEY