# BEYOND FRAMEWORK FUND PROGRAM FUNDING AGREEMENT BEYOND TEAM PROGRAM CATEGORY WESTERN RIVERSIDE HOMELESS COLLABORATIVE

THIS FUNDING AGREEMENT ("Agreement") is entered into as of this October, 2017, by and among the Western Riverside Council of Governments ("WRCOG"), a California joint powers authority, the City of Riverside ("AGENCY"), the City of Corona ("Corona"), the City of Jurupa Valley ("Jurupa Valley"), the County of Riverside ("County"), and Path of Life Ministries, a California non-profit corporation ("Path" and together with AGENCY, Corona, Jurupa Valley, County and Path are sometime hereinafter referred to collectivley as the "Participating Agencies"). WRCOG and the Participating Agencies are sometimes hereinafter referred to individually as "Party" and collectively as "Parties". AGENCY and WRCOG acknowledge that the Participating Agencies have applied for funding as co-applicants as identified on the approved project Application. WRCOG acknowledges and agrees that AGENCY may utilize and administer funds received pursuant to this Agreement for the Project (defined below) to the benefit of the Participating Entities. AGENCY shall be the only entity authorized to receive funds pursuant to this Agreement and AGENCY hereby agrees that: (a) AGENCY shall be fully responsible for all obligations arising from or related to this Agreement and (b) AGENCY shall collect all data, information, or other evidence of compliance with the requirements hereunder from the Participating Entities for AGENCY to complete all reports and satisfy all other obligations required by this Agreement.

#### **RECITALS**

- A. WRCOG is the Administrator of the BEYOND Framework Fund Program, which encompasses the BEYOND Core, BEYOND Team, and BEYOND Health Program categories, an economic development and sustainability local assistance funding program intended to help WRCOG member agencies develop and implement plans and programs that can improve the quality of life in Western Riverside County by addressing critical growth components such as economy, water, education, environment, health, and transportation ("BEYOND").
- B. For Round II of BEYOND, which launched in Fiscal Year 2016/2017, WRCOG has allocated Two Million Three Hundred Two Thousand Nine Hundred Seventeen Dollars and Thirty One Cents (\$2,302,917.31) for use by WRCOG member agencies through BEYOND ("Program Funds"). This funding includes Two Million Fifty Two Thousand Nine Hundred Seventeen Dollars and Thirty One Cents (\$2,052,917.31) for BEYOND Core, One Hundred Seventy Five Thousand Dollars and No Cents (\$175,000.00) for BEYOND Team, and Seventy Five Thousand Dollars and No Cents (\$75,000.00) for BEYOND Health. Funding allocations for Round II to each member agency are listed in Exhibit "A" attached hereto and incorporated herein by reference.
- C. WRCOG member agencies shall use these funds in any of the following manners: (1) to develop plans and/or implement projects consistent with WRCOG's Economic Development and Sustainability Framework Goals; (2) to provide a match for grants and other funding opportunities consistent with WRCOG's Economic Development and Sustainability Framework Goals; or (3) to pool resources with other member agencies for larger projects consistent with WRCOG's Economic Development and Sustainability Framework Goals. All projects funded by

the BEYOND Health category must, at a minimum, be consistent with the Health Goal Area outlined in WRCOG's Economic Development and Sustainability Framework.

D. WRCOG has reviewed and approved the application submitted by the AGENCY for use of Program Funds to implement a project that is consistent with WRCOG's Economic Development and Sustainability Framework Goals, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release Program Funds to the AGENCY.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

- 1. <u>Description of the Project.</u> This Agreement is intended to distribute Program Funds to the AGENCY for Western Riverside Homeless Collaborative, (the "Project"). The Work, including a project schedule and a detailed scope of work, is more fully described in <u>Exhibit "B"</u> attached hereto and incorporated herein by reference ("Scope of Work") and, pursuant to Section 18 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The Scope of Work shall also include the stated purpose(s) for which the Program Funds shall be used, and such stated purpose(s) shall be consistent with WRCOG's Economic Development and Sustainability Framework Goals set forth in <u>Exhibit "C"</u> attached hereto and incorporated herein by reference.
- 2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed Seventy Nine Thousand Dollars and No Cents (\$79,000.00), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein ("Funding Amount"). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute Program Funds in excess of the maximum allocation identified in Exhibit "A". The Parties also acknowledge and agree that if the AGENCY does not use or need all of the funding allocated to the AGENCY for Round II, WRCOG is neither obligated nor required to distribute those remaining unused funds to the AGENCY during the next cycle, unless the Project is a multi-year effort, approved by WRCOG.
- 3. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, among others, provided that such items are included in the Scope of Work attached hereto as Exhibit "B": (1) AGENCY and/or consultant costs associated with direct Project coordination and support such as staff time (including interns) and overhead (which may not exceed 25% of the Funding Amount); (2) Project materials; (3) events, workshops, and fairs; and (4) matches for grant applications when the Project meets at least one goal contained in WRCOG's Economic Development and Sustainability Framework Goals. The AGENCY's use of Program Funds to pay for the Total Project Cost shall be solely for the stated purpose(s) listed in the Scope of Work. In advance of incurring Project costs to be covered by Program Funds, WRCOG strongly encourages the AGENCY to contact WRCOG staff to confirm that those Project costs are eligible Project costs.
  - 4. Ineligible Project Costs. The Total Project Cost shall not include expenses for items of

work not included within, or for purposes other than those listed in, the Scope of Work, which shall be borne solely by the AGENCY without reimbursement.

#### 5. Procedures for Distribution of Program Funds to AGENCY.

- a. <u>Initial Payment by the AGENCY</u>. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. When submitting an invoice, AGENCY shall indicate the general cost categories for which Program Funds are being used (e.g., labor, material, overhead, consultant, etc.) Documents evidencing the AGENCY'S payment of the invoices shall be retained for three (3) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly. AGENCY may use the template invoice attached hereto as <u>Exhibit "D"</u> attached hereto and incorporated herein by reference.
- b. Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days after receipt by WRCOG of an invoice. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute, and payment for that disputed amount will be withheld, without interest, pending resolution of the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Administration & Finance Committee, provided the AGENCY submits its request for appeal to WRCOG's Administration & Finance Committee within thirty (30) days of the meet and confer process. The WRCOG Administration & Finance Committee shall provide its recommendation in writing to the full WRCOG Executive Committee, which shall then decide whether the disputed amount is eligible for reimbursement by WRCOG. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "E", attached hereto and incorporated herein by reference.
- c. <u>Funding Amount/Adjustment</u>. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Total Project Cost, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within thirty (30) days of notification by WRCOG. The determination of whether WRCOG has provided reimbursement of ineligible Project costs shall be at the sole discretion of WRCOG.
- 6. <u>Increases in Project Funding</u>. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional Program Funds by a written amendment to this Agreement approved by WRCOG's Executive Director. In no case shall the amount of Program Funds allocated to the AGENCY for the Project in Round II exceed the maximum funding allocation for the AGENCY,

as listed in Exhibit "A". No such increased funding shall be expended to pay for any Project already completed.

7. <u>Transfer of Program Funds to Another Entity.</u> The AGENCY may not transfer or give Program Funds to another individual, entity, agency, or organization without the express written approval of WRCOG, provided that such approval shall be at the sole discretion of WRCOG.

#### 8. RESERVED

- 9. <u>Term/Completion Report.</u> The term of this Agreement shall be from the date first herein above written until December 15, 2018, (the project must be completed by November 15, 2018, unless approved as a multi-year project), unless this Agreement is terminated pursuant to Section 13. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement. Within 30 days of the completion of the Project, the AGENCY shall submit a final progress report (to be provided under separate cover) to WRCOG, providing the following information: description of Project outcomes, lessons learned, deliverables, summary of financials, and any other information as requested by WRCOG.
- 10. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates the Agency Designee, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.
- 11. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.
- 12. <u>Review of Services/Progress Reports.</u> The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

## 13. Termination.

a. <u>Notice</u>. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During

the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

- b. Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute Program Funds to the AGENCY in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which Program Funds have been provided.
- c. <u>Cumulative Remedies</u>. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
- 14. <u>Prevailing Wages</u>. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 <u>et seq.</u>, which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys' fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 <u>et seq</u>.
- 15. <u>Progress Reports.</u> WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project. The AGENCY, however, must submit to WRCOG at least two progress reports annually, regardless of whether WRCOG makes requests for such reports.

#### 16. Indemnification.

a. Participating Agencies Responsibilities. Without limitation of the indemnification required under Section 14, the Participating Agencies each agree, severally and not jointly, to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of such Participating Agency or its subcontractors. Such indemnifying Participating Agency will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of such Participating Agency or its subcontractors.

- b. WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.
- c. <u>Effect of Acceptance</u>. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.
- 17. <u>Insurance</u>. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.
- a. <u>Commercial General Liability Insurance</u>. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
- i. Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
- ii. Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and
  - iii. Contain standard separation of insured provisions.
- b. <u>Business Automobile Liability Insurance</u>. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

- c. <u>Workers' Compensation Insurance</u>. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
- 18. <u>Project Amendments.</u> Any changes to the Scope of Work or the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG shall: (a) be requested in writing by the AGENCY and subject to the approval of WRCOG's Representative, provided that such approval shall be in the sole discretion of WRCOG's Representative, and (b) require an amendment to this Agreement in accordance with Section 30.
- 19. <u>Conflict of Interest.</u> For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 20. <u>Limited Scope of Duties.</u> WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.
- 21. <u>Books and Records.</u> Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.
- 22. <u>Equal Opportunity Employment.</u> The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 23. <u>Governing Law.</u> This Agreement shall be governed by and construed with the laws of the State of California.
- 24. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.
  - 25. Time of Essence. Time is of the essence for each and every provision of this Agreement.

- 26. <u>Headings.</u> Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.
- 27. <u>No Joint Venture</u>. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.
- 28. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Project. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.
- 29. <u>Notices</u>. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY

or Participating Agencies: City of Riverside

Attn: Street City

Telephone: Email:

If to WRCOG: Western Riverside Council of Governments

Riverside County Administrative Center

4080 Lemon Street, Third Floor Riverside, California 92501-3609

Attn: Jennifer Ward, Director of Government Relations

Telephone: (951) 955-0186 Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

30. <u>Integration</u>; <u>Amendment</u>. This Agreement contains the entire agreement between the Parties. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the Parties.

- 31. <u>Severability</u>. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.
- 32. <u>Conflicting Provisions</u>. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.
- 33. <u>Independent Contractors.</u> Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.
- 34. Effective Date. This Agreement shall be effective between WRCOG and Agency upon execution by both. This Agreement shall be effective between a Participating Agency and other signatories upon that Participating Agency's execution of this Agreement. This Agreement may be executed in counterparts, with copies of each signature distributed to WRCOG and AGENCY. The failure of any Party to execute this Agreement within forty-five (45) days of WRCOG and Agency's execution this Agreement shall render any execution of this Agreement ineffective. Notwithstanding anything else in this Agreement, WRCOG shall not provide any funding pursuant to this Agreement until the Agency and all the Participating Agencies have signed the Agreement.
- 35. <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

[SIGNATURES ON FOLLOWING PAGES]

#### SIGNATURE PAGE TO

## BEYOND FRAMEWORK FUND PROGRAM FUNDING AGREEMENT BEYOND TEAM PROGRAM CATEGORY WESTERN RIVERSIDE HOMELESS COLLABORATIVE

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

	TERN RIVERSIDE COUNCIL GOVERNMENTS	CITY	OF RIVERSIDE
By:	Rick Bishop Executive Director	Ву:	Authorized Signatory Title
Appr	oved to Form:	Appro	oved to Form
Ву:	Steven C. DeBaun General Counsel	Ву:	Authorized Signatory Title
			CERTIFIED AS TO FUNDS AVAILABILITY:  BY: Chief Financial Officer/ City Treasurer

## SIGNATURE PAGE TO

## BEYOND FRAMEWORK FUND PROGRAM FUNDING AGREEMENT BEYOND TEAM PROGRAM CATEGORY WESTERN RIVERSIDE HOMELESS COLLABORATIVE

#### **CITY OF CORONA**

Ву:
Authorized Signatory
Title
By:
Authorized Signatory
Title
Approved to Form:
Approved to Form.
By:
Authorized Signatory
Title

## SIGNATURE PAGE TO

## BEYOND FRAMEWORK FUND PROGRAM FUNDING AGREEMENT BEYOND TEAM PROGRAM CATEGORY WESTERN RIVERSIDE HOMELESS COLLABORATIVE

#### CITY OF JURUPA VALLEY

By:	
	Authorized Signatory Title
Ву:	
	Authorized Signatory
	Title
App	proved to Form:
By:	
	Authorized Signatory
	Title

#### SIGNATURE PAGE TO

## BEYOND FRAMEWORK FUND PROGRAM FUNDING AGREEMENT BEYOND TEAM PROGRAM CATEGORY WESTERN RIVERSIDE HOMELESS COLLABORATIVE

## **COUNTY OF RIVERSIDE**

By:
Authorized Signatory
Title
By:
Authorized Signatory
Title
Title
4
Approved to Form:
_
By:
Authorized Signatory
Title

CERTIFIED AS TO FUNDS AVAILABILITY:

Chief Financial Officer/ City Treasurer

#### SIGNATURE PAGE TO

## BEYOND FRAMEWORK FUND PROGRAM FUNDING AGREEMENT BEYOND TEAM PROGRAM CATEGORY WESTERN RIVERSIDE HOMELESS COLLABORATIVE

PATH OF LIFE MINISTRIES, A CALIFORNIA NON-PROFIT CORPORATION

$\mathbf{B}\mathbf{y}$	•	
-	Authorized Signatory	
	Title	
By:	•	
	Authorized Signatory	
	Title	

## EXHIBIT "A"

## MEMBER AGENCY FUNDING ALLOCATION

## **Round II - BEYOND Core**

Jurisdiction	Allocation
Banning	\$ 62,664.24
Calimesa	\$ 35,000.00
Canyon Lake	\$ 39,488.29
Corona	\$ 150,868.24
Eastvale	\$ 94,576.24
Hemet	\$ 107,257.24
Jurupa Valley	\$ 120,837.49
Lake Elsinore	\$ 92,959.24
Menifee	\$ 113,957.74
Moreno Valley	\$ 161,049.24
Murrieta	\$ 129,101.74
Norco	\$ 58,135.54
Perris	\$ 102,496.24
Riverside	\$ 190,877.49
San Jacinto	\$ 82,009.54
Temecula	\$ 126,736.24
Wildomar	\$ 67,648.34
County of Riverside	\$ 177,254.30
Eastern Municipal Water District	\$ 35,000.00
Western Municipal Water District	\$ 35,000.00
Riverside County Superintendent of Schools	\$ 35,000.00
Morongo Band of Mission Indians	\$ 35,000.00
<b>Total BEYOND Core Allocation</b>	\$ 2,052,917.31

**Round II - BEYOND Team** 

Lead Agency	Project	Allocation
Perris	HealthyCommunity50	\$ 17,000.00
Riverside	Western Riverside Homeless Collaborative	\$ 79,000.00
Temecula	Regional Homeless Alliance (Southwest Cities)	\$ 79,000.00
Total		\$ 175,000.00

**Round II - BEYOND Health** 

Jurisdiction	Allocation
Banning	\$ 6,000.00
Calimesa	\$ 6,000.00
Corona	\$ 6,000.00
Jurupa Valley	\$ 6,000.00
Lake Elsinore	\$ 6,000.00
Menifee	\$ 6,000.00
Moreno Valley	\$ 6,000.00
Murrieta	\$ 6,000.00
Norco	\$ 6,000.00
Perris	\$ 6,000.00
Riverside	\$ 3,750.00
San Jacinto	\$ 3,750.00
County of Riverside	\$ 3,750.00
Eastern Municipal Water District	\$ 3,750.00
Total BEYOND Core Allocation	\$ 75,000.00

## EXHIBIT "B"

## **SCOPE OF WORK**

#### **SCOPE OF WORK:**

		Western Riverside Homeless Collaborative	
		Scope of Work	
	Task	Description	Deliverables
		Task 1: Homeless Facilitators	
		Hire homeless facilitators in each city to undertake the Homeless Sub region	
1.1	Secure Homeless Facilitators	Collaboration.	August 2017
		Task 2: Regional Coordination	/ laguet 2017
	Create Sub region Leadership	Create Sub region Leadership Committee to drive the plan and identify barriers, needs	
2.1	Committee	for system efficiencies, etc.	August 2017
	Conduct bi-monthly Sub region	Conduct bi-monthly Sub region Leadership Committee meetings.	/ tugust 2011
	Leadership Committee meetings	Conduct 2. Manuary Cost Togram Location in Costingo.	
2.2			August 2017
	Create a Law Enforcement Case	Create a Law Enforcement Case Conferencing Team to address quality of life issues	
2.3	Conferencing Team	within the community related to homelessness.	September 2017
	Maintain Law Enforcement Case	Conduct Law Enforcement Case Conferencing Team to address quality of life issues	
2.4	Conferencing Team	within the community related to homelessness.	Ongoing
	Housing navigation and case	Attend housing navigation meetings to ensure homeless individuals are being linked to	ongoing .
2.5	management meetings	Outreach Workers and/or Housing Navigators.	Ongoing
		Task 3: Training	1-1.9-1.9
		Develop training materials for outreach/coordinated entry, housing locator, and housing	
3.1	Curriculum Development	navigation.	October 2017
		Record, edit, and release training videos for outreach/coordinated entry, housing locator,	
3.2	Training Videos	and housing navigation.	November 2017
3.3	Release Training Videos	Release training videos along with the Helping Without Hurting videos.	December 2017
3.4	Faith Summit	Host regional faith summit to discuss in more detail the vision and specific needs.	September 6, 2017
		Task 4: Faith-Based Coordination	
		Develop online survey to collect information from faith based organizations on services	1
4.1	Asset mapping	currently being offered in the city.	June 2017
4.2	Asset mapping	Launch asset mapping survey to Riverside faith list	June 2017
4.3	Asset mapping	Develop list of churches in non-Riverside partner areas	August 2017
4.4	Asset mapping	Launch asset mapping survey to non-Riverside list	September 2017
	11.5	Provide list of resources to 211 to be shared on the endhomeless.info website, sub	
		region partners, faith-based organizations, nonprofit agencies and other social services	
4.5	Data sharing	providers.	September 2017
		Work with 211 to identify a way for agencies to update their program information online	
4.6	Data sharing	moving forward	September 2017
		Develop and seed marketing communication tools such as no-panhandling door	,
4.7	Communication Tools	hangers, business cards to refer homeless to services, etc.	September 2017
4.8	Expand Resources	Develop marketing materials for Love Your Neighbor initiative	July 2017
		Reach out to faith-based organizations about participating in the Love Your Neighbor	, <b>-</b>
4.9	Expand Resources	Initiative	July - December
4.10	Expand Resources	Develop & Implement a system to collect information on regional investments	August 2017
4.11	Expand Resources	Provide training for Love Your Neighbor Initiative	January 2018 - Forward
		Task 5:Landlord Incentive Program	1
5.1	Landlord Incentive Program	Develop system parameters to pilot a Landlord Incentive Program	August 2017
5.2	Landlord Incentive Program	Develop marketing materials & plan for Landlord Incentive Program	September 2017
		Task 6: Toolkit	1
		Develop an outline of toolkit that can be used by elected officials to navigate homeless	
3.1	Toolkit	in their cities and assign roles	July 2017
5.2	Toolkit	Determine an approach to disseminate information to member cities	July 2017
5.3	Policy Templates	Collect, consolidate sample homeless related policies	July 2017
5.4	Constituent Emails	Collect sample constituent emails and develop sample responses	July 2017
		Develop media plan to more effectively communicate with constituents about	1,
6.5	Media Plan	homelessness	September 2017
6.6	Metrics	Develop sample metrics	September 2017
6.7	Landlord Fair Resources	Develop resources that can be used at local landlord fairs	October 2017

## **BUDGET:**

		Task 1	<u> </u>	Task 2	Ñ	Īz	Task 3		Task 4	Tax	Task 5	Tas	Task 6	Grand	Total
Cost Categories	Maximum Hourly Rate	Secure Homeless Facilitators	omeless ators	Regional Coordination	ordination	Trai	Training	Faith Coon	Faith-Based Coordination	Landlord F.	Landlord Incentive Fair	Тос	Toolkit	(All tasks)	isks)
		Hours	Amount	SunoH	Amount	Hours	Amount	SunoH	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Staff Time Expenses (examples below):	2777	1000		The state of the s	0.0000000000000000000000000000000000000	200000000000000000000000000000000000000			Constitution of the liquidity of						
Homeless Facilitators (Project Coordinators)	\$31.03	484.05	\$15,020.05	0.00	\$0.00	0.00	\$0.00	0.00			\$0.00	0.00	\$0.00	484.05	\$15,020.05
Case Conferencing Project Coordinator	\$31.03	0.00	\$0.00	165.00	\$5,	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	165.00	
Toolkit Intern	\$10.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00		0.00	\$0.00	175.00	\$1,837.50	175.00	\$1,837.50
Subtotal - Direct Labor Classification(s):		484.05	484.05 \$15,020.05	165.00	\$5,119.95	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	175.00	175.00 \$1,837.50	824,05	\$21,977.50
Other Direct Costs (QDCs)(examples below):															
Landlord Incentive Program			\$0.00		\$0.00		\$0.00		\$0.00		\$20,000.00		\$0.00		\$20,000.00
Marketing & Communication			\$0.00		\$0.00		\$0.00		\$5,000.00		\$0.00		\$0.00		\$5,000.00
Training			\$0.00		\$0.00		\$7,000.00		\$0.00		\$0.00		\$0.00		\$7,000.00
Toolkit			\$0.00		\$00.00		\$0.00		\$0.00		\$0.00		\$2,000.00		\$2,000.00
			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal - ODCs:			<b>\$</b> 6.00		\$0.00		\$7,000.00		\$5,000.00		\$20,000.00		\$2,000.00		\$34,000.00
Consultant(s)															
Consultan(s)	31.25	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	576.00	\$18,000	0.00	\$0.00	0.00	\$0.00	576.00	\$18,000.00
Lead Consultan(s)	51.25	0.00	\$0.00			0.00	\$0.00	98.00	\$5,022	0.00	\$0.00	0.00	\$0.00	98.00	
Subtotal - Subconsultant(s):		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	674.00	\$23,022.50	0.00	\$0.00	0,00	\$0.00	674.00	\$23,022.50
GRAND TOTAL		484.05	484.05 <b>\$</b> 15,020.05	165.00	\$5,119.95	0.00	\$7,000.00	674.00	\$28,022.50		0.00 \$20.000.00	175.00	\$3.837.50	1.498.05	\$79,000,00

## TIMELINE:

Secure Homeless Fau Secure Homeles Regional Cool Create Sub reg Conduct Sub reg Condearship Cool Leadership Cool Leadership Coofferencing T Maintain Law E Conferencing T Weekly housing management m Training Conferencing T Weekly housing Maintain Law E Conferencing T Weekly housing management m Training Conferencing T Weekly housing management m Training Conferencing T Weekly housing management m Training Conferencing T Weekly housing Conferencing T Weekly housing Mesta Haming Conferencing T Asset mapping Lata sharing Data sharing Data sharing Landlord Incent	Task	Project lide
Secure Homeless Facilitators Regional Coordination Create Sub region Leadership Committee Conduct bi-monthly Sub region Leadership Committee meetings Create a Law Enforcement Case Conferencing Team Maintain Law Enforcement Case Conferencing Team Weekly housing navigation and case management meetings Training Curriculum Development Training Videos Release Training Videos Release Training Videos Release Training Videos Release Training Asset mapping Asset mapping Asset mapping Asset mapping Data sharing Data sharing Communication Tools Expand Resources Constituent Emails Nedia Plan Metrics	Number	Task Title
	1	Homeless Facilitators
	1.1	Secure Homeless Facilitators
	21	Regional Coordination
	)	Conduct bi-monthly Sub region
	2.2	_eadership Committee meetings
	2.3	Create a Law Enforcement Case
		Vaintain Law Enforcement Case
	2.4	Conferencing Team
	٠ ٦	Neekly housing navigation and case
	3 !	nanagement meetings
	31	Curriculum Development
	3.2	Fraining Videos
	3.3	Release Training Videos
	3.4	-aith Summit
	4	Faith Based Coordination
	4.2	Asset mapping
	4.3	Asset mapping
	4.4	Asset mapping
	4.5	Data sharing
	4.6	Data sharing
	4.7	Communication Tools
	4.8	-xpand Resources
	4.9	xpand Resources
	4.10	-xpand Resources
	4.11	Expand Resources
	5	andlord Incentive Program
	5.1	andlord Incentive Program
	5.2	andlord Incentive Program
	6	Toolkit
	6.1	<sup>r</sup> oolkit
	6.2	Toolkit
	6.3	olicy Templates
	6.4	Constituent Emails
	6.5	Vedia Plan
	6,6	Vetrics

#### **EXHIBIT "C"**

#### ECONOMIC DEVELOPMENT AND SUSTAINABILITY FRAMEWORK GOALS

#### **Economic Development**

- Goal ED-1: Vision and Branding: A common understanding of, and unified voice for, economic development needs, services, assets, and challenges.
- Goal ED-2: Subregional Capacity Building: A diversified, robust, and well-known array of economic development service providers supporting the growth and expansion of local businesses.
- Goal ED-3: Economic Development Activities: Effective and coordinated local and regional
- economic development activities.

#### Education

- Goal E-1: New Partnerships: Unite with education and business leaders to increase the number of
  - students who are college ready, enroll and graduate from college, and who achieve
  - technical degrees that are in demand in Western Riverside County.
- Goal E-2: Education First Culture: Unite with education and business leaders to create an education
  - first culture in Western Riverside County.
- Goal E-3: WRCOG Leadership: Integrate education into the WRCOG mission to improve
  - partnerships between K-12 schools, colleges and universities, government, and
  - businesses.

#### Health

- Goal H-1: Health Care Access: Facilitate the conditions needed for a growing, viable, and
  - integrated health care system in Western Riverside County.
- Goal H-2: Health Care Workforce: Advocate for a trained, home-grown workforce to serve the
  - healthcare needs of Western Riverside County.
- Goal H-3: Healthy Environment: Support efforts of local jurisdictions, business, and regional
  - government to improve the health of our region's environment.
- Goal H-4: Community Design: Facilitate local efforts to improve the opportunities and choices for
  - a healthy and active lifestyle.
- Goal H-5: Implementation + Action: Facilitate local strategic planning that improves the health and
  - wellness of residents and communities.

#### **Transportation**

- Goal T-1: Transportation Programs: Continue to address regional transportation needs through
  - ongoing collaboration and program administration.
- Goal T-2: Vehicle Miles Traveled: Reduce vehicle miles traveled and improve mobility for
  - pedestrians, transit users, and bicyclists.
- Goal T3: Goods Movement: Support efforts to improve the sustainable and efficient movement of
  - goods through Western Riverside County.
- Goal T-4: Air Transportation: Maintain and improve air transportation access.

#### Water

- Goal W-1: Agency Coordination: Advocate for and support regional, state, and federal initiatives pertinent to the mission of the Riverside County Water Task Force.
- Goal W-2: Water Reliability: Advocate for and support efforts of local water districts to ensure
  - long-term reliability of water supply for Western Riverside County.
- Goal W-3: Water Quality: Preserve and improve regional water quality.
- Goal W-4: Water Efficiency: Serve as a communication link and information clearinghouse on water efficiency issues for the benefit of member agencies, businesses, and residents.

#### **Energy / Environment**

- Goal EE-1: Energy Efficiency Programs: Develop and support programs to reduce energy use and GHG emissions.
- Goal EE-2: Climate Action Planning: Provide assistance to the region on climate action planning and implementation.
- Goal EE-3: Air Quality Improvements: Partner with state and regional agencies to advocate and support efforts for cleaner air.
- Goal EE-4: Environment Conservation and Enhancement: Support regional plans and programs to maintain or improve the quality of the natural environment.
- Goal EE-5: Local Food Production: Advocate for and support regional efforts to maintain access to local food sources.

## **EXHIBIT "D"**

## TEMPLATE INVOICE

Member Agency	Invoice #:	
Address C. C. L.	Date:	
City, State, Zip Code		
Bill to: Western Riverside Council of Governments Attn: Ernie Reyna, Chief Financial Officer		
Purpose of Invoice: Beyond Initiative Expenses:		
List cost categories and itemizations here:		
Total Invoice Amount:	\$	
Make check out to:		
Contract		
Contact   Name:		
Title:		
Phone Number:		
Email Address:		

#### **Elements of Compensation**

#### **EXHIBIT "E"**

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

- 1. At least once, after the completion of the Project, by no later than December 15, 2018, and not more often than each month, the AGENCY shall submit an invoice for eligible Project costs incurred. The original invoice shall be submitted to WRCOG's Chief Financial Officer. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "E-1".
- 2. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 10<sup>th</sup> day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
- 3. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. All documentation from the AGENCY's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "E-2".
- 4. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "E" and its attachment.
- 5. Charges for each task and milestone listed in Exhibit "B" shall be listed separately in the invoice.

## **EXHIBIT "E-1" Sample Cover Letter to WRCOG**

Date	
Western Riverside Council of Governments	
Riverside County Administrative Center	
4080 Lemon Street, Third Floor	
Riverside, California 92501-3679	
Attention: Director of Government Relations	
ATTN: Accounts Payable	
Re: Project Title - Invoice #	
Enclosed for your review and payment approval is the AGENCY technical services that was rendered by our contractors in connection NAME] per Agreement No effective(Month/Day/documentation received from each contractor is included as back	ction with the [PROJECT Year). The required support
Invoice period covered is from <u>Month/Date/Year</u> to	th/Date/Year
Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00
Amount due this Invoice:	\$0,000,000.00
I certify that the hours and salary rates charged in this invoice ar worked and paid to the contractors or subcontractors listed.	e the actual hours and rates
Ву:	
Name	
Title	