

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

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____, 2018 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“County”), the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), THE SANTA ANA WATERSHED PROJECT AUTHORITY, a California joint powers authority (“SAWPA”), WAKELAND HOUSING AND DEVELOPMENT CORPORATION, a California nonprofit corporation (“Wakeland”), the REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California nonprofit corporation formed under Article IX of the California Constitution, as represented by the University of California Riverside School of Medicine and the University of California Riverside School of Agriculture (“School of Medicine” and “School of Agriculture”), the RIVERSIDE UNIFIED SCHOOL DISTRICT, a California public school district (“District”), GRID ALTERNATIVES, a California nonprofit corporation (“Grid”), and the RIVERSIDE COMMUNITY HEALTH FOUNDATION, a California non-profit corporation (“Foundation”). City, SAWPA, Wakeland, School of Medicine, School of Agriculture, District, Grid, and Foundation will hereafter collectively be referred to as “Partners.” County and Partners will hereafter collectively be referred to as “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 County is the Lead Applicant and is applying to SGC for a grant to fund a range of projects that have climate, public health, and pollution reduction benefits. The proposed program will hereafter be referred to as “Pathways to Health.”

C. The Partners are organizations or public entities authorized to lead community-based projects that have demonstrated the organizational capacity to support the County in the implementation of Pathways to Health.

D. The Parties have determined that there exists a need to reduce greenhouse gas emissions, foster public health and environmental benefits, and catalyze economic opportunity and shared prosperity within the greater Riverside area, as depicted in Exhibit “A” attached hereto and incorporated herein by this reference (“Project Area”).

E. The Partners fully support the objectives, goals, strategies and projects identified under the TCC grant application that was proposed by the County for approval by the Strategic Growth Council (“TCC Grant”), and the Partners agree to be Co-Applicants for the TCC Grant.

F. 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 use of the TCC funding ("Grant Funding") in the Project Area.

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

NOW THEREFORE, in consideration of the mutual covenants, conditions and advantages herein stated, the Parties hereto agree as follows:

1. PURPOSE AND GOALS

a. The Parties agree to conduct the TCC Grant activities set forth in this MOU, jointly, under the project name "Pathways to Health."

b. The goals of Pathways to Health were developed by the Parties and are outlined and specified in the Agreement for use of Grant Funds under the Transformative Climate Communities Program by and between the Strategic Growth Council and the County of Riverside in the amount of thirty five million dollars (\$35,000,000), dated _____, with a three year term ("Agreement for Use of TCC Grant Funds").

c. The purpose of this MOU is to formalize the partnership and understanding between the Parties and 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:

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

2. GOVERNANCE

a. General. Parties shall actively promote community engagement and shall work in conjunction with an advisory community-based group, called the Advisory Committee. The Advisory Committee shall have the organization and powers specified below.

b. Membership. Parties shall each designate one individual to represent that Party on the Advisory Committee, with the City representative serving as the Advisory Committee chair. These designations may be done at a staff-level and shall not be determined by the legislative body of any Party. In addition, the City shall appoint one representative from each of the following community stakeholder groups (“Stakeholders”):

- (1) Residents of the Chicago-Linden affordable housing project;
- (2) Residents of the Mission Heritage affordable housing project;
- (3) Members of the Eastside Forum;
- (4) Participants in or graduates of the Resident Leadership Academy;
and
- (5) Members of the Eastside HealZone.

c. Additional Stakeholders. Individuals and organizations desiring to become Stakeholder members of the Advisory Committee shall submit a written request to the County. The Parties may add these additional stakeholders to the Advisory Committee by amending this MOU, in writing, with the consent of all Parties, as to this section 2, Governance. Stakeholders shall not be Parties to this MOU.

d. Advisory. Advisory Committee members shall be entitled to make recommendations about, provide input into, and assist the Parties in the implementation of activities under the TCC Grant, but they do not have any final decision making abilities.

e. Not a Brown Act Body. The Advisory Committee is not subject to the Ralph M. Brown Act. The Advisory Committee is created by execution of this MOU and not by virtue of any legislative action taken by the governing body of any Party. As set forth in subsection 2(b), no legislative body for any Party shall appoint any member to the Advisory Committee.

f. Meetings. The Advisory Committee shall conduct meetings at least on a quarterly-basis, as follows:

- (1) Meetings shall be held within the City of Riverside, at a time and location previously determined by the Parties.
- (2) Meetings shall be open to the public.
- (3) Meetings shall be facilitated in a manner that promotes equity, respect, and resident empowerment.

g. Decision Making.

- (1) A simple majority of all members of the Advisory Committee shall constitute a quorum for the transaction of business at any meeting of the Advisory Committee.
- (2) Any decision of the Advisory Committee shall be carried upon the affirmative vote of the majority of members present at the meeting. Notwithstanding the presence of a quorum, decisions regarding TCC Grant related activities must include input from the Party designated as responsible for such activity as set forth in Section 3 below.

3. ROLES, RESPONSIBILITIES, AND RELATIONSHIPS

a. General. This MOU sets forth the roles and responsibilities for the County and all Partners in the Pathways to Health program. If at any time, the Parties wish to add additional Partners to Pathways to Health, the Parties may do so by amending this MOU as to parties and attaching and incorporating the duly executed signature of the new partner to this MOU. In conducting the TCC Grant activities set forth in this MOU, the Parties individually agree to perform the following tasks or undertaking:

b. The City shall:

- (1) Serve as fiscal agent for Pathways to Health, producing financial reports and statements;
- (2) Provide a lead staff member to coordinate all activities of Pathways to Health;
- (3) Provide financial support as determined in Section 6 below;
- (4) Meet monthly with the County to discuss policy momentum, program/project deliverables, financial components, and other such issues regarding the use of the TCC Grant funds;
- (5) Provide leverage in the form of matching funds or in kind goods or services pursuant to the Agreement for Use of TCC Grant Funds;
- (6) Assist in the implementation of activities related to the TCC Grant;
- (7) Develop and maintain a webpage devoted to the Pathways to Health;
and
- (8) Assume the lead role in implementing activities related to the TCC Grant.

c. The County shall:

- (1) Through its Assistant County Executive Officer/EDA, or their designee, administer the terms and conditions of this MOU for Partners;
- (2) Provide a staff member to assist the City in coordinating activities of Pathways to Health;
- (3) Meet monthly with the City to discuss policy momentum, program/project deliverables, financial components, and other such issues regarding the use of the TCC Grant funds;
- (4) Provide leverage in the form of matching funds or in kind goods or services pursuant to the Agreement for Use of TCC Grant Funds;
- (5) Assist in the implementation of activities related to the TCC Grant;

d. The Partners other than City shall:

- (1) As a subrecipient of TCC Grant funds, manage their approved projects in the Project Area;
- (2) Provide leverage in the form of matching funds or in kind goods or services pursuant to the Agreement for Use of TCC Grant Funds;
- (3) Assist in the implementation of activities related to the TCC Grant;
- (4) Provide a staff member to assist the City in coordinating activities of Pathways to Health; and
- (5) Provide all required reporting to the City on use of TCC Grant funds and performance measures for their projects; and

4. EFFECTIVE DATE AND TERM

a. This MOU shall become effective as of the date on which the last Party executes this MOU ("Effective Date").

b. The Term of the MOU will commence on the Effective Date and continue for five (5) years, unless terminated earlier by the Parties as provided in Section 8(d) below, and will automatically terminate unless otherwise extended by a written amendment to this MOU executed by all of the Parties.

5. FINANCING AND BUDGETING

a. It is the intent and understanding of the Parties to this MOU that the activities conducted pursuant to this MOU will be financed by TCC Grant funds and matching funds pursuant to an Agreement for use of TCC Grant funds.

b. The general administrative budget shall be promulgated by the budget incorporated in the Agreement for use of TCC Grant funds.

6. ACCOUNTING

a. The City is designated as the fiscal agent. The City shall account separately for all funds collected or disbursed pursuant to this MOU. The City shall maintain and keep records of all expenditures and obligations incurred pursuant to this MOU and the Agreement for use of TCC Grant funds, and all income and fees received thereby according to generally recognized accounting principles. Such records shall be maintained by the City for a minimum of seven (7) years following the termination of the Agreement for use of TCC Grant funds. The records relating to this MOU shall be open to inspection and audit by the Parties or its authorized representative on an annual basis or as is deemed necessary by the Parties upon reasonable notice to the City.

b. The City shall provide the Parties monthly expenditure reports by the last day of the following month, as well as a copy of a full annual financial statement for the partnership activities immediately upon completion thereof, but in no case later than six (6) months following the end of the fiscal year. The monthly expenditure reports and annual financial statements shall contain a status report of all appropriations and expenditures by line item, any emergency expenditure, appropriation changes (increases or decreases or new/supplemental appropriations after original budget was approved) and remaining unspent balances including encumbered amounts by purpose.

7. ACCOUNTABILITY PLAN

a. Within ninety (90) calendar days from the date of award of the TCC Grant, the Parties shall adopt an Accountability Plan consisting of the following:

- (1) Performance expectations for each Party;
- (2) Regular and timely tracking and communicating of results of TCC Grant activities;
- (3) Regular and timely comparison of results with expectations; and
- (4) Establishment of definitive steps to correct any identified discrepancies between expectations and results.

8. GENERAL PROVISIONS

a. Indemnification. Each of the Parties agree to 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, arising out of the alleged gross negligence, intentional or willful misconduct of the Party, its agents, officers, officials, board of supervisors, city council, board of directors, employees or representatives in the performance of this MOU.

b. 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.

c. Dispute. The 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. The Parties shall share the cost of mediator equally.

d. Termination.

(1) Any Party may terminate its participation in this MOU for any reason by giving thirty (30) days advance written notice to the designated representatives of the other Parties. This right to terminate ends once a sub-recipient agreement is entered into. At that time, the termination terms of the sub-recipient agreement shall govern. The Parties shall have the right to terminate this MOU upon a majority vote.

(2) Except as otherwise provided herein, upon termination of this MOU, or an individual Party's termination of participation in this MOU, that Party shall not have any obligation to the other Parties.

e. 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.

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

g. 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.

h. 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.

i. Compliance with Laws and Regulations. By executing this MOU, the Parties agree to comply with all applicable federal, state and local laws, regulations and ordinances.

j. 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.

k. Amendments. This MOU may be amended, in writing, from time-to-time by the Parties acting through their governing bodies, or designees.

l. Cooperation/Further Act. The Parties shall cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this MOU.

m. 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.

n. Nondiscrimination. 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.

(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.

COUNTY OF RIVERSIDE,
a political subdivision of the State of
California

By: _____

Dated: _____

ATTESTED TO:

By: _____

APPROVED AS TO FORM:

By: _____

Address:

County of Riverside
Attention: Rob Field
3403 10th Street
Riverside, CA 92501

CITY OF RIVERSIDE,
a California charter city and municipal corporation


By: _____

Dated: _____

ATTESTED TO:

By: _____

APPROVED AS TO FORM:

By: 
Lauren Sanchez
Deputy City Attorney

Address:

City of Riverside
Attention: Emilio Ramirez
3900 Main Street
Riverside, CA 92522

SANTA ANA WATERSHED PROJECT
AUTHORITY, a California joint powers
authority

By: _____

Title: _____

Dated: _____

Address:

SAWPA
Attention: Mike Antos

REGENTS OF THE UNIVERSITY OF
CALIFORNIA, a California nonprofit
corporation formed under Article IX
of the California Constitution, as represented
by the University of California Riverside
School of Medicine

By: _____

Title: _____

Dated: _____

Address:

UCR School of Medicine

Attention:

REGENTS OF THE UNIVERSITY OF
CALIFORNIA, a California nonprofit
corporation formed under Article IX of
the California Constitution, as represented
by the University of California Riverside
School of Agriculture

By: _____

Title: _____

Dated: _____

Address:

UCR School of Agriculture

Attention:

RIVERSIDE UNIFIED SCHOOL
DISTRICT, a California public school
district

By: _____

Title: _____

Dated: _____

Address:

RUSD

Attention:

GRID ALTERNATIVES, a California
nonprofit corporation

By: _____

Title: _____

Dated: _____

Address:

Grid Alternatives
Attention:

RIVERSIDE COMMUNITY HEALTH
FOUNDATION, a California non-profit
corporation

By: _____

Title: _____

Dated: _____

Address:

Riverside Community Health Foundation
Attention:

EXHIBIT A
Project Area Map

Attachment A Proposed Project Area Map

CalEnviroScreen 3.0 and AB 1550 Mapping Tool for TCC

