

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF RIVERSIDE OFFICE OF THE AUDITOR-CONTROLLER  
AND EXECUTIVE OFFICE  
(CONSOLIDATED OVERSIGHT BOARD)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") dated February 27, 2018 is entered into by and between the COUNTY OF RIVERSIDE OFFICE OF THE AUDITOR-CONTROLLER ("ACO"), and the COUNTY OF RIVERSIDE EXECUTIVE OFFICE ("EO"), each individually a "Party" and collectively, the "Parties."

RECITALS

**WHEREAS**, pursuant to the Dissolution Act (i.e., ABx 1 26, AB 1484, and subsequent amendments), 25 successor agencies to the former redevelopment agencies in the County of Riverside are to wind down the affairs of the redevelopment agencies in accordance with the direction of each successor agency's oversight board;

**WHEREAS**, pursuant to Health and Safety Code Section 34179 (j), commencing on and after July 1, 2018, the County of Riverside shall have one consolidated oversight board staffed in the manner specified in Health and Safety Code Section 34179 (j);

**WHEREAS**, pursuant to Health and Safety Code Section 34179 (j), the consolidated oversight boards shall be staffed by the county auditor-controller, by another county entity selected by the county auditor-controller, or by a city within the county that the county auditor-controller may select;

**WHEREAS**, the ACO has selected the EO, a county entity, to staff the consolidated oversight board ("Consolidated Oversight Board");

**WHEREAS**, the EO has accepted the selection by the ACO to staff the Consolidated Oversight Board;

**WHEREAS**, the ACO will reimburse the EO for all costs incurred pursuant to Health and Safety Code Section 34179 (j);

**WHEREAS**, pursuant to Health and Safety Code Section 34179 (j), the ACO will recover directly from the Redevelopment Property Tax Trust Fund for all cost incurred by the EO; and

**WHEREAS**, this MOU sets forth the terms and conditions associated with services, cost, and other roles and responsibilities of the Parties.

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**NOW, THEREFORE**, in consideration of the mutual benefits to be derived by the Parties, and of the promises contained in this MOU, the Parties agree as follows:

**Section 1. Recitals**

1.1 The Recitals set forth above are true and correct and incorporated herein by this reference.

**Section 2. Term**

2.1 This MOU is effective upon the date this MOU is signed by the authorized representative for the ACO ("Effective Date"). The initial term of this MOU shall be for a period of Five (5) years commencing on the Effective Date, and shall automatically renew every year thereafter for a period of one (1) year, unless terminated in writing by either Party as provided herein.

2.2 The duration of the MOU may be extended or shortened by mutual written consent of the Parties.

2.3 This MOU may be terminated by either Party by giving the other Party a 30-day written notice.

**Section 3. Obligations of the Parties**

**3.1 Obligations of the Executive Office**

**Staffing Services.** Upon the Effective Date, the EO shall provide all staffing support for the Consolidated Oversight Board including, but not limited to, the following:

- a) Assist with Consolidated Oversight Board start-up functions;
- b) Provide expertise and coordinate the process to identify entities that will provide support or specialized services for the ongoing needs of the Consolidated Oversight Board;
- c) Lead and coordinate successor agency staff training and Consolidated Oversight Board member training and manuals;
- d) Based on specific circumstances, and when mutually identified and agreed upon by both Parties, the EO will provide expertise on matters that require increased coordination with multiple county and city departments as required by the Dissolution Act during the initial start-up phase between July 1, 2017 and June 30, 2018;
- e) Prepare meeting agendas and schedule meetings for the Consolidated Oversight Board;
- f) Attend Consolidated Oversight Board meetings and prepare minutes;
- g) Create a website for the Consolidated Oversight Board;
- h) Upload any audio, agendas, minutes, and supporting documents on the Consolidated Oversight Board's website;
- i) Maintain mailing list and rosters of successor agency and oversight board members;

- j) Provide copies of agendas, minutes, memos, press releases, announcements and supporting documents at oversight board meetings;
- k) Provide electronic distribution or by U.S. mail, if requested, of agendas, minutes, supporting documents, and other notifications to all interested persons including oversight board members, successor agencies, and State agencies;
- l) Reserve meeting rooms for the Consolidated Oversight Board, including closed sessions, if needed;
- m) Request room set-up and audio equipment, computer, and other devices for presentations and provide technical support;
- n) Create nameplates, public speaker cards, and sign-in sheets;
- o) Provide a contact person to address public inquiries related to the Oversight Board;
- p) Submit oversight board meeting resolutions, actions, and other necessary documents to the State Department of Finance;
- q) Provide quorum calls for each oversight board meeting;
- r) Maintain and order supply inventory;
- s) Log and process incoming mail and prepare responses;
- t) Attend workgroup, Board of Supervisor meetings, or other meetings regarding the dissolution of redevelopment agencies;
- u) Prepare invoices and itemized list of costs for time billed or other costs incurred for the Consolidated Oversight Board as provided in Section 3 Cost for Services of this MOU;
- v) Provide written notice to ACO of any substantial changes in the staffing and/or administration of the Consolidated Oversight Board; and
- w) Provide all other necessary staffing services to the Consolidated Oversight Board as needed.

Notwithstanding anything to the contrary set forth herein, the EO shall have the authority to make necessary procedural changes, in its discretion, to administer the Consolidated Oversight Board. The EO shall provide written notice to the ACO of any such procedural change.

### **3.2 Mutual Obligations of Both the Auditor-Controller and the Executive Office**

Both Parties agree as follows:

- a) The ACO and EO shall establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU.
- b) The ACO and EO shall establish mutually satisfactory methods for dispute resolution.
- c) The ACO and EO shall develop and implement procedures and forms necessary to administer and document program participation, compliance and effectiveness.
- d) The ACO and EO shall observe all state laws, including but not limited to, the Dissolution Act.

#### **Section 4. Cost for Services**

- 4.1. **Time Charge Schedule.** The EO shall complete and submit the Charge Schedule for each employee providing staffing services to the Consolidated Oversight Board by utilizing the form "Time Charge Schedule Summary" attached hereto as "Exhibit A" and "Time Charge Schedule Detail" attached hereto as "Exhibit B". The Time Charge Schedule Detail shall include an itemized list of costs for any additional non-labor costs (e.g., supplies, mileage) with sufficient details to the ACO.
- 4.2. **Staff Information** The EO shall provide a list of staff, staff's position and job description, and hourly billing rate for each staff to be charged according to this MOU and submit a new list, if any information changes.
- 4.3. **Billing** The EO shall bill the ACO semi-annually the actual costs for the staff services provided for the previous period by submitting the Time Charge Schedule Detail and Summary.
  - 4.3.1 The EO will only be reimbursed for costs and un-cancelable obligations incurred prior to the date of termination. The EO will not be reimbursed for costs incurred after the date of termination.
- 4.4. If, during the term of this MOU, funds derived from Redevelopment Property Tax Trust Fund (aka RPTTF) or such other funds appropriated for the purposes of this MOU are reduced or eliminated, the ACO may immediately terminate this MOU upon written notice to the EO.
- 4.5. **Method of Payment.** The ACO shall pay the EO through the RPTTF apportionments completed in January and May of each year. Payment will be made based on a cost reimbursement basis for actual costs incurred as substantiated by mutually agreed upon documentation.
- 4.6. Compensation may be reduced or withheld in the event that EO fails to comply with the provisions or performance required in this MOU, or does not perform in accordance with the terms of this MOU. Prior to enforcement of this Subsection 4.6, the ACO shall give the EO detailed written notice of such failure to comply or perform. If such failure to comply or perform is reasonably capable of being cured within 3 working days, the EO shall have such period to effect a cure prior to enforcement of this Subsection 4.6; provided, however, if 3 working days is insufficient time to cure, the EO shall have such additional time as is reasonably necessary prior to enforcement of this Subsection by the ACO.
- 4.7. Reimbursement for services provided shall occur (in January and May) from the RPTTF distribution for approved expenses incurred and claimed by the EO. In a timely manner, following the prior period of service, EO shall submit a claim for payment for the reporting period, in a format acceptable to the ACO. The semi-annual claim will be sent to: Pam Elias, Chief Accountant, Auditor-Controller's Office, P. O. Box 1326, Riverside, CA 92501-1326.

- 4.8 A payment for approved claims shall be processed by the ACO in a timely manner, after receipt of a claim for reimbursement from the EO.
- 4.9 The EO shall not use current year funds to pay prior or future year obligations.
- 4.10 Funds made available under this MOU shall not supplant any federal, state or any governmental funds intended for services of the same nature as this MOU. The EO shall not claim reimbursement or payment from the ACO for, or apply sums received from, the ACO with respect to that portion of its obligations which have been paid by another source of revenue. The EO shall not use funds received pursuant to this MOU, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the ACO.

## **Section 5. Audit**

5.1 All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by ACO staff and State representatives. The aforementioned records shall be retained by the EO in accordance with the County's record retention policy, any applicable state record retention policy, or until all pending County and State audits are completed, whichever is later. Records of the EO which do not pertain to the services under this MOU shall not be subject to review or audit unless otherwise provided in this MOU. Technical program data shall be retained locally and made available upon the ACO's reasonable advance written notice or turned over to the ACO. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the EO.

5.2 If a post MOU audit finds that funds reimbursed to the EO under this agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, the difference shall be reimbursed on demand by the EO to the ACO using one of the following methods, which shall be at the election of the ACO:

- a) Payment of total; or
- b) Payment on a semi-annual schedule of reimbursement.

## **Section 6. Authorized Representatives and Notices**

6.1. The following individuals and their successors are designated by the ACO and EO as the authorized representatives of the two Parties for implementation of this MOU, and all correspondence and notices required by this MOU shall be considered given when made

in writing and delivered, mailed, or emailed with confirmed receipt to these representatives of the Parties at the following addresses:

**Auditor-Controller**

Name: Pam Elias  
Title: Chief Accountant  
Address: 4080 Lemon St., Riverside, CA  
92501  
Phone: (951) 955-3800  
Email: Pelias@rivco.org

**Executive Office**

Name: Ivan Chand  
Title: Deputy County Executive Officer  
Address: 4080 Lemon St., Riverside, CA  
92501  
Phone: (951) 955-1110  
Email: ichand@rivco.org

Name: Khahn Truong  
Title: Supervising Accountant  
Address: 4080 Lemon St., Riverside, CA  
92501  
Phone: (951) 955-3800  
Email: Ktruong@rivco.org

Name: Imelda Delos Santos  
Title: Senior Management Analyst  
Address: 4080 Lemon St., Riverside, CA  
92501  
Phone: (951) 955-1110  
Email: idelossantos@rivco.org

With a Copy to:

Jhaila R. Brown  
County of Riverside  
Office of County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501  
(951) 955-6300  
[Jhbrown@rivco.org](mailto:Jhbrown@rivco.org)

**Section 7. General Terms**

It is further mutually agreed by the Parties as follows:

**7.1 Legal Authority**

Nothing in this MOU binds the ACO or EO to perform any action that is beyond its legal authority.

**7.2 Conflict of Interest**

No member, official or employee of the County of Riverside, 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.

**7.3 Interpretation, Governing Law, Severability and Venue**

This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof.

**7.4 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, including, but not limited to any successor agency within the County of Riverside, or any State agency or department. No other person or entity shall have any right of action based upon the provisions of this MOU.

**7.5 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.

**7.6 Compliance with Laws and Regulations**

By executing this MOU, the ACO and the EO agree to comply with all applicable federal, state and local laws, regulations and ordinances.

**7.7 Waiver**

Failure by a party to insist upon the strict performance of any of the provisions of this MOU by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this MOU thereafter.

**7.8 Severability**

Each paragraph and provision of this MOU is severable from each provision, and in the event 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.

**7.9 Authority to Execute**

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.

**7.10 Amendments and Modifications**

It is agreed that the rights, interests, understandings, agreements and obligations of the respective Parties pertaining to the subject matter of this MOU may not be amended, modified or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of each of the Parties hereto and duly executed by the Parties.

**7.11 Assignment**

EO shall not delegate or assign any interest in this MOU, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of ACO.

**7.12 Administration/MOU Liaison**

The Auditor Controller, or designee, shall administer this MOU on behalf of the ACO. The County Executive Officer, or designee, shall administer this MOU on behalf of the EO.

**7.13 Entire MOU**

This MOU 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 the MOU.

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[Signatures on Following Page]



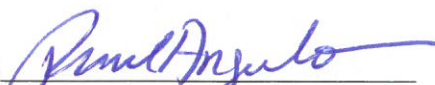
IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their designated representatives on the dates set forth below.

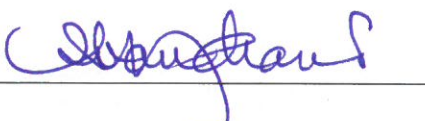
“ACO”

“EO”

COUNTY OF RIVERSIDE, Office of the Auditor-Controller

COUNTY OF RIVERSIDE, Executive Office

By:   
PAUL ANGULO, CPA, M.A.  
Riverside County Auditor-Controller


By:   
Name: IVAN M. CHAND

Date: May 2, 2018

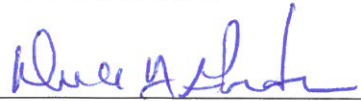
Its: Deputy County Executive Officer

APPROVED AS TO FORM:  
GREGORY PRIAMOS  
COUNTY COUNSEL

Date: 05/02/2018

By:   
Jhaila R. Brown,  
Deputy County Counsel

APPROVED AS TO FORM:  
GREGORY PRIAMOS  
COUNTY COUNSEL

By:   
Dale A. Gardner, Deputy County Counsel

**EXHIBIT A**

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**TIME CHARGE SCHEDULE SUMMARY**

**(behind this page)**



Exhibit A - Time Charge Schedule Summary

**FY 17/18 OVERSIGHT BOARD CONSOLIDATION (OBC) STAFFING REIMBURSEMENT SUMMARY**

	OBC Billing Hours	Calculated Hourly Rate*	Total Cost to be Reimbursed
Employee 1			
Employee 2			
Employee 3			
<b>TOTAL</b>	<b>0.0</b>		<b>0.0</b>

**Other Miscellaneous Expenses:**

Description/Date	Mileage Claimed	Miscellaneous	Total
	0.0	-	-
	0.0	-	-
	0.0	-	-
<b>TOTAL</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
<b>GRAND TOTAL</b>			<b>0.0</b>

\*Includes Employee hourly pay rate, employer paid benefits/taxes, and current indirect cost rate of 49.69%

FY 18: Pay Periods that include 7/01/17 - 6/30/18

	<u>Fund</u>	<u>DeptID</u>	<u>Account</u>	<u>Debit</u>	<u>Credit</u>
Accounting string for reimb.	10000			\$ -	
	10000				\$ -

**EXHIBIT B**

**TIME CHARGE SCHEDULE DETAIL**

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**(behind this page)**



Exhibit B - Time Charge Schedule Detail

FY 17/18 OVERSIGHT BOARD CONSOLIDATION (OBC) STAFFING REIMBURSEMENT SUMMARY

A	B	C	D = (B*C)	E	F = (D*E)	G = (D+F)	H	I = (D*H)	J = (G+I)	K = (G+(D*H))/B
OBC Billing Hours	Pay Rate	Salary	Benefit Rate	Benefits	Salary, Benefit, and Taxes	Indirect Cost Rate	Indirect Cost Incurred	Total Cost to be Reimbursed FY15	Calculated Hourly Rate*	
Employee 1										
Employee 2										
Employee 3										
<b>TOTAL</b>	0.0	0.00	0.0		-	-		-	-	

Other Direct Costs

Date A	Purpose B	Transportation			Miscellaneous		Total E
		Miles C1	Mileage Rate C2	Mileage Claimed C3	Purpose D1	Amount D2	
				\$ -			0.0
							0.0
							0.0
<b>TOTAL</b>							0.0

**Total Cost to be Reimbursed**

-

\*Includes Employee hourly pay rate, employer paid benefits/taxes, and current indirect cost rate  
 FY 18: Pay Periods that include 7/01/17 - 6/30/18