

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



**FROM:** Department of Public Health

**SUBMITTAL DATE:**  
November 6, 2012

**SUBJECT:** Ratify the Agreement with the State of California, Department of Transportation (Caltrans) and the County of Riverside, Department of Public Health – Injury Prevention Services for Federal Aid Project #08-RIV-O-CR-SRTSLNI-5956 (207) – N102

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Ratify the Program Supplemental Agreement No. N102-N with the State of California, Department of Transportation (Caltrans) and the County of Riverside, Department of Public Health—Injury Prevention Services for Federal-Aid Projects for the period of performance of July 1, 2012 through June 30, 2014 in the amount of two hundred and fifty thousand dollars(\$250,000); and
- 2) Approve and Direct the Director of the Department of Public Health, or his/her designee, to sign ministerial amendments not to exceed the authorized amount of two hundred and fifty thousand dollars (\$250,000) for the period of performance of July 1, 2012 to June 30, 2014; and

**MOTIONS:** (Continued on Page 2)

**BACKGROUND:** (On page 2)

JA:cg/ys

*Susan D. Harrington*  
\_\_\_\_\_  
Susan Harrington, Director  
Department of Public Health

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 250,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

<b>SOURCE OF FUNDS:</b> 100% State Funded	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

**County Executive Office Signature**

*Debra Cournoyer*  
\_\_\_\_\_  
Debra Cournoyer

ATTACHMENTS FILED

WITH THE CLERK OF THE BOARD  
Dept Recomm.:

Policy

Policy

Consent

Per Exec. Ofc.:

**3.51**

PURCHASING: *[Signature]*  
 Mark Seller, Assistant Director  
 BY: *[Signature]*  
 NEAL R. KIPNIS  
 Departmental Concurrence  
 FORM APPROVED COUNTY COUNSEL  
 DATE: *[Signature]*

**SUBJECT:** Ratify the Agreement with the State of California, Department of Transportation (Caltrans) and the County of Riverside, Department of Public Health – Injury Prevention Services for Federal Aid Project #08-RIV-O-CR-SRTSLNI-5956 (207) – N102

**MOTIONS:** (Continued)

- 3) Authorize the Chairperson of the Board to approve and sign four (4) originals of the two (2) year Sole Source Agreement with City of Riverside Police Department (RPD), Contract #13-014 in the amount of, seventeen thousand dollars (\$17,000) for the period of performance of July 1, 2012 through June 30, 2014; and
- 4) Approve and Direct the Purchasing Agent to sign subsequent ministerial Amendments with City of Riverside Police Department not to exceed the authorized amount, including extension Amendments for the period of performance of July 1, 2012 through June 30, 2014.
- 5) Authorize the Chairperson of the Board to sign five (5) copies of the Program Supplement Agreement on behalf of the County.

**BACKGROUND:** The County of Riverside, Department of Public Health received funding from the State of California, Department of Transportation (Caltrans) to implement a two-year Safe Routes to School (SRTS) Education and Encouragement program. Injury Prevention Services will develop a SRTS program and deliver a non-infrastructure, bicycle/pedestrian safety education and encouragement program in multiple schools within Alvord and Riverside Unified School Districts in the City of Riverside.

**FINANCIAL INFORMATION:** The total awarded amount of \$250,000 is a two year project; \$125,000 has been included as part of the FY 12/13 budget process and the remaining \$125,000 will be included as part of the FY 13/14 budget process.

Date: November 6, 2012  
From: Julisa Alvizo-Silva Department/Agency: DOPH, Injury Prevention Services  
To: Board of Supervisors/Purchasing Agent  
Via: Purchasing Agent  
Subject: Sole Source Procurement; Request for (City of Riverside Police Department (RPD))

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** To consult, participate, and provide expertise to the County of Riverside Department of Public Health, Injury Prevention Services (IPS) staff in the implementation of the educational and enforcement component of the Safe Routes to School (SRTS) program for schools in the city of Riverside. RPD will conduct pedestrian and bicycle safety programs for elementary school aged children enrolled at various elementary schools in the city of Riverside, provide in-class education, and offer expertise to help mitigate traffic congestion and conduct enforcement activities to increase safety in and around the targeted schools. The contractor will participate in SRTS community coalition meetings and related activities of the SRTS coalition in the City of Riverside.
2. **Supplier being requested:** City of Riverside Police Department
3. **Alternative suppliers that can or might be able to provide supply/service:** None
4. **Extent of market search conducted:** Internet and requests within community.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Riverside Police Department (RPD) brings immeasurable added value to the SRTS program through its partnership with local law enforcement, which is one of the 5 major components of Safe Routes To School (5 E's - Education, Encouragement, Engineering, Enforcement & Evaluation) and creates a sustainable, localized and cohesive effort. RPD also brings a high level of legitimacy and respect from the community, making educational messages to parents and children more effective.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** Due to years of policing RPD has a unique understanding of the Riverside communities regarding traffic patterns, safety issues and criminal activities. Not only will Riverside school children benefit from RPD's knowledge of the communities, but they will also build positive interaction and understanding of community policing.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** As a comparison between City of Riverside Police Department (RPD) and Safe Moves, Safe Moves is slightly less expensive per unit however RPD provides a more comprehensive list of services and is the expert in the field in the Riverside area. More importantly, RPD's reputation, good will, and existing influential relationship among communities will assist the SRTS program in achieving its objectives and create a sustainable program. RPD has a unique understanding of city of Riverside pedestrian and traffic issues, has existing cooperative partnerships

among local community groups that Safe Moves does not. Subcontracting with RPD brings greater capacity, resources, and legitimacy and meets the SRTS objectives more succinctly. Safe Moves does not offer this level of capacity.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). No. It is our objective is to work with planners, transportation agencies, developers and schools to ensure that safety factors are considered in community design

9. Period of Performance: July 1, 2012 through June 30, 2014

10. Not to exceed Seventeen Thousand dollars (\$17,000) for the period of performance of July 1, 2012 through June 30, 2014.

*Susan D. Hanpton*  
Department Head Signature

*10/9/12*  
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 17,000

One time

~~Annual~~ <sup>TOTAL</sup>

Amount through: 6/30/2014

*[Signature]*  
Purchasing Agent

10-16-12  
Date

13-182  
Approval Number  
(Reference on Purchasing Documents)

**PROGRAM SUPPLEMENT NO. N102**  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 08-5956**

**Adv Project ID** 0812000195 **Date:** June 29, 2012  
**Location:** 08-RIV-0-CR  
**Project Number:** SRTSLNI-5956(207)  
**E.A. Number:**  
**Locode:** 5956

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/01/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. 2007-173 approved by the Administering Agency on April 24, 2007 (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

Various schools in the Riverside Unified and Alvord Unified School Districts

**TYPE OF WORK:** Pedestrian safety measures workshops

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	LU30		LOCAL	OTHER
\$250,000.00		\$250,000.00	\$0.00	\$0.00

COUNTY of RIVERSIDE

STATE OF CALIFORNIA  
 Department of Transportation

By \_\_\_\_\_  
 Title John Tavaglione  
 Date Chairman, Board of Supervisors

By Patrick Louie  
 Chief, Office of Project Implementation  
 Division of Local Assistance  
 Date July 20, 2012

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Pauline Wong Date 6/30/12 \$250,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

ATTEST:

FORM APPROVED COUNTY COUNSEL  
 BY: Natal R. Kipnis DATE 6/30/12

Kecia Harper-Ihem  
 Clerk of the Board  
 Deputy

Date \_\_\_\_\_

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION  
**PROGRAM SUPPLEMENT AND CERTIFICATION FORM**  
 PSCF (REV. 01/2010)

<b>TO: STATE CONTROLLER'S OFFICE</b> Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	<b>DATE PREPARED:</b> <b>5/30/2012</b>	<b>PROJECT NUMBER:</b> <b>0812000195</b>
<b>REQUISITION NUMBER / CONTRACT NUMBER:</b> <b>RQS 08120000823</b>		

**FROM: Department of Transportation**

**SUBJECT: Encumbrance Document**

**VENDOR / LOCAL AGENCY: RIVERSIDE COUNTY**

**\$ 250,000.00**

**PROCUREMENT TYPE: Local Assistance**

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
33	2011	2660-102-890	2012	2030010535	262040	\$ 250,000.00

**ADA Notif** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. 1. This non-infrastructure PROJECT is funded by the Federal Safe Routes to School (SRTS) program. ADMINISTERING AGENCY agrees that any changes to the PROJECT that conflict with the approved Federal funded Safe Routes to School (SRTS) Application and/or the SRTS Program requirements in the Local Assistance Program Guidelines (LAPG) may render the PROJECT ineligible for Federal reimbursement.

2. ADMINISTERING AGENCY agrees to administer PROJECT in accordance with the applicable SRTS Program Guidelines under which the project was selected. ADMINISTERING AGENCY agrees to the program delivery and reporting requirements established for the applicable SRTS Program funding cycle.

3. ADMINISTERING AGENCY agrees to submit a Student Tally and Parent Survey for each school to the National Center for Safe Routes to School (NCSRTS). The survey information (Student Tally and Parent Survey), collected during the regular school year, must be completed within two months of beginning the PROJECT and within two months after completing the PROJECT. ADMINISTERING AGENCY agrees to submit a copy of said surveys to the District Local Assistance Engineer (DLAE). For instructions on data submission requirements, go to the NCSRTS website at:

<http://www.saferoutesinfo.org/data/>

4. ADMINISTERING AGENCY shall submit a copy of the consultant contract award information to the DLAE within 30 days of execution of the contract and prior to submittal of the ADMINISTERING AGENCY's first invoice.

Award information shall consist of an executed consultant agreement and Exhibits, 10-C, "Consultant Reviewers Checklist", 10-O2, "Local Agency Proposer DBE Information (Consultant Contract)" and if applicable, 10-O1, "Local Agency Proposer UDBE Commitment (Consultant Contract)" of the Local Assistance Procedures Manual (LAPM).

If ADMINISTERING AGENCY is performing the PROJECT work, then ADMINISTERING AGENCY shall submit a letter indicating the beginning of reimbursable work on the PROJECT. Failure to do so will cause delay in the State processing invoices.

5. Support documentation (adequate to verify reasonableness of costs invoiced) shall accompany ADMINISTERING AGENCY invoices and shall also include the deliverables specified in the STATE approved SRTS Application.

2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work



SPECIAL COVENANTS OR REMARKS

Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

4. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal



**SPECIAL COVENANTS OR REMARKS**

obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

5. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).

2  
3  
4 **RESOLUTION No. 2007-173**

5  
6 A resolution authorizing the Director of Transportation to execute all documents relating  
7 to State or Federal transportation funds on behalf of the County of Riverside.  
8

9  
10 **WHEREAS**, Transportation programs and projects for the County of Riverside  
11 routinely involve submittals to the State of California Department of Transportation for  
12 certain State or Federal funds; and  
13

14 **WHEREAS**, it has been determined by the Board of Supervisors that the  
15 delegation of authority to execute all documents relating to State or Federal funds  
16 reduces the processing burden and is cost effective; and  
17

18 **WHEREAS**, the Board of Supervisors on August 24, 1999 acted to reaffirm  
19 delegation of authority to execute all documents relating to State or Federal  
20 transportation funding to the Director of Transportation or his designee; and  
21

22 **WHEREAS**, changes in State and Federal programs and procedures have  
23 transpired subsequent to the August 24, 1999 delegation of authority and the Board of  
24 Supervisors desires to reaffirm the delegation of authority to execute all documents  
25 relating to State or Federal funding to the Director of Transportation or his designee  
26

27 **NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND**  
28 **ORDERED**, that the Board of Supervisors of the County of Riverside, State of  
29 California, meeting in regular session on April 24, 2007 authorize the Director of  
30 Transportation or his designee to execute all documents relating to State or Federal  
31 transportation funds on behalf of the County of Riverside.  
32

33  
34 **ROLL CALL:**

35 **Ayes:** Buster, Tavaglione, Stone, Wilson and Ashley

36 **Nays:** None

37 **Absent:** None

38  
39  
40  
41 The foregoing is certified to be a true copy of a  
42 resolution duly adopted by said Board of Super-  
43 visors on the date therein set forth.

NANCY RIZZO, AS Clerk of said Board

By  Deputy

DEPARTMENT OF TRANSPORTATION  
 DIVISION OF ACCOUNTING  
 LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 08/03/2012  
 Agency: 08-RIV-0-CR  
 Project No: SRTSLNI-5956(207)  
 EA No:

Attention: Riverside County

FINANCE ITEMS	TOTAL COST OF WORK	FEDERAL PART COST	FED. REIMB %	FEDERAL FUNDS LU30	LOCAL FUNDS	OTHER FUNDS
Contract Items						
Construction	\$250,000.00	\$250,000.00	100.00%	\$250,000.00	\$0.00	\$0.00
Totals:	\$250,000.00	\$250,000.00	0.00%	\$250,000.00	\$0.00	\$0.00

Fed. Partic:

100.00% This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: Patrick Louie  
 Title: HQ Local Assistance Area Engineer  
 For questions regarding finance letter, contact:  
 Printed Name: Patrick Louie  
 Telephone No: (916) 653-7349

Remarks: Federal Safe Routes to Schools Non-infrastructure project. Reimbursement ratio = 100%.

ACCOUNTING INFORMATION						SRTSLNI-5956(207)	
Adv. Proj. ID	Approp. Unit State Prog.	Fed/State	Encumbrance Amount	Approp Year	Expenditure Amount	Encumbrance Balance	Reversion Date
0812000195	12102F 2030010535	F	\$250,000.00	1112	\$0.00	\$250,000.00	06/30/17

COUNTY OF RIVERSIDE

DEPARTMENT OF PUBLIC HEALTH

FOR COUNTY USE ONLY



DEPT/BRANCH DPH/Injury Prevention Services		CONTRACT NO. 13-014		RFP NO. -----
FUND 10000	DEPARTMENT ID 4200102200	PROJECT-GRANT HS200090	PROGRAM -----	CLASS/LOCATION 6610-33204
CONTRACT AMOUNT \$17,000		PERIOD OF PERFORMANCE July 1, 2012 through June 30, 2014		
COUNTY CONTACT Julisa Alvizo-Silva, Program Director (951) 358-7171				
CONTRACTOR REPRESENTATIVE Karen Haverkamp, Traffic Bureau Admin. Supv. (818) 786-4614				
PROGRAM NAME: Safe Routes to School				

This Agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Department of Public Health, hereinafter referred to as COUNTY, and City of Riverside Police Department hereinafter referred to as CONTRACTOR.

**WITNESSETH:**

**WHEREAS**, the COUNTY has received funding by the California Department of Transportation to implement traffic safety education throughout Riverside County; and

**WHEREAS**, the CONTRACTOR has the expertise, special knowledge, experience, and staff to provide such identified services and is willing to so provide.

**NOW THEREFORE** in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 16, Exhibit A, Scope of Work consisting of two (2) page(s) and, Exhibit B, Payment Provisions consisting of one (1) page, attached hereto and incorporated herein.

**CONTRACTOR**  
City of Riverside Police Department

**COUNTY**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
John Tavaglione, Chairman  
Board of Supervisors

Date \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kecia Harper-Ihem, Deputy  
Clerk of the Board

Date \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]*  
 DATE: \_\_\_\_\_  
 REAL R. KIPNIS

1 **1. DESCRIPTION OF SERVICES**

2 **1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A,  
3 SCOPE OF WORK, attached hereto and by this reference incorporated herein.

4 **1.2** CONTRACTOR shall perform to the satisfaction of the COUNTY and in  
5 conformance to and consistent with the highest standards of firms/professionals in  
6 the same discipline in the State of California.

7 **1.3** CONTRACTOR affirms this is fully, apprised of all the work to be performed  
8 under this Agreement; and the CONTRACTOR agrees it can properly perform  
9 this work at the prices stated in Exhibit B, PAYMENT PROVISION.

10 CONTRACTOR is not to perform services or provide products outside of this  
11 Agreement.

12 **1.4** Acceptance by the COUNTY of the CONTRACTOR'S performance under this  
13 Agreement does not operate as a release of CONTRACTOR'S responsibility for  
14 full compliance with the terms of this Agreement.

15 **2. PERIOD OF PERFORMANCE**

16 **2.1** This Agreement shall be effective on July 1, 2012 through June 30, 2014, unless  
17 terminated as specified in Section 15, TERMINATION.

18 **3. COMPENSATION.**

19 **3.1** In consideration of services provided by CONTRACTOR pursuant to Exhibit A,  
20 SCOPE OF WORK, attached hereto and incorporated herein, CONTRACTOR  
21 shall be entitled to receive payment as specified in Exhibit B, PAYMENT  
22 PROVISIONS, attached hereto and incorporated herein. Maximum payment by  
23 COUNTY to CONTRACTOR shall not exceed seventeen thousand dollars  
24 (\$17,000), including all expenses.

25 **3.2** COUNTY is not responsible for any fees or cost incurred above or beyond the  
26 contracted amount, as stated above in Section 3, COMPENSATION, Paragraph  
27 3.1, and shall have no obligation to purchase any specified amount of services.  
28

1 Unless otherwise specifically stated in Exhibit B, PAYMENT PROVISIONS,  
2 COUNTY shall not be responsible for payment of any of CONTRACTOR'S  
3 expenses related to this Agreement.

4 **3.3** COUNTY requires written proof satisfactory to COUNTY of cost increases prior  
5 to any approved price adjustment. A minimum of 30-day advance notice in  
6 writing is required to be considered and approved by COUNTY. No retroactive  
7 price adjustments will be considered. Any price increases must be stated in a  
8 written amendment to this Agreement.

9 **3.4** COUNTY obligation for payment of this Agreement beyond the current fiscal  
10 year end is contingent upon and limited by the availability of COUNTY funding  
11 from which payment can be made. No legal liability on the part of the COUNTY  
12 shall rise for payment beyond June 30 of each calendar year unless funds are  
13 made available for such payment. In the event such funds are not forthcoming for  
14 any reason, COUNTY shall immediately notify CONTRACTOR in writing; and  
15 this Agreement shall be deemed terminated and have no force and effect.

16 **4. HOLD HARMLESS/INDEMNIFICATION.**

17  
18 **4.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its  
19 Agencies, Districts, Special Districts and Departments, their respective directors,  
20 officers, Board of Supervisors, elected and appointed officials, employees, agents  
21 and representatives from any liability, claim, damage or action whatsoever, based  
22 or asserted upon any act or omission of CONTRACTOR, its officers, employees,  
23 subcontractors, agents or representatives arising out of or in any way relating to  
24 this Agreement, including but not limited to property damage, bodily injury, or  
25 death. CONTRACTOR shall defend, at its sole cost and expense, including but  
26 not limited to attorney fees, cost of investigation, defense and settlements or  
27 awards, the County of Riverside, its Agencies, Districts, Special Districts and  
28 Departments, their respective directors, officers, Board of Supervisors, elected

1 and appointed officials, employees, agents and representatives in any such action  
2 or claim. With respect to any action or claim subject to indemnification herein by  
3 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use  
4 counsel of its own choice and shall have the right to adjust, settle, or compromise  
5 any such action or claim without the prior consent of COUNTY; provided,  
6 however, that any such adjustment, settlement or compromise in no manner  
7 whatsoever limits or circumscribes CONTRACTOR'S indemnification of  
8 COUNTY. CONTRACTOR'S obligation hereunder shall be satisfied when  
9 CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or  
10 similar document) relieving COUNTY from any liability for the action or claim  
11 involved.

12 **4.2** The specified insurance limits required in this Agreement shall in no way limit or  
13 Circumscribe, CONTRACTOR'S obligations to indemnify and hold harmless,  
14 COUNTY.

15 **4.3** In the event there is conflict between this clause and California Civil Code  
16 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.  
17 Such interpretation shall not relieve the CONTRACTOR from indemnifying the  
18 COUNTY to the fullest extent allowed by law.

19  
20 **5. INDEPENDENT CONTRACTOR.**

21 **5.1** The CONTRACTOR is, for the purpose relating to this Agreement, an  
22 independent CONTRACTOR and shall not be deemed an employee of the  
23 COUNTY. It is expressly understood and agreed that the CONTRACTOR  
24 (including its employees, agents and subcontractors) shall in no event be entitled  
25 to any benefits to which COUNTY employees are entitled, including but not  
26 limited overtime, any retirement benefits, worker's compensation benefits, and  
27 injury leave or other leave benefits. There shall be no employer-employee  
28 relationship between the parties; and CONTRACTOR shall hold COUNTY  
harmless from any and all claims that parties; and CONTRACTOR shall hold



COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement.

5.2 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agree to render and perform and not as to the means and methods for accomplishing the results.

6. **LIABILITY INSURANCE** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

**6.1 Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

**6.2 Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY

1 of Riverside, their respective directors, officers, Board of Supervisors, employees,  
2 elected or appointed officials, agents or representatives as Additional Insured's.  
3 Policy's limit of liability shall not be less than one million dollars \$1,000,000 per  
4 occurrence combined single limit. If such insurance contains a general aggregate  
5 limit, it shall apply separately to this agreement or be no less than two (2) times  
6 the occurrence limit.

### 7 **6.3 Vehicle Liability:**

8 If vehicles or mobile equipment are used in the performance of the obligations  
9 under this Agreement, then CONTRACTOR shall maintain liability insurance for  
10 all owned, non-owned or hired vehicles so used in an amount not less than one  
11 million dollars \$1,000,000 per occurrence combined single limit. If such  
12 insurance contains a general aggregate limit, it shall apply separately to this  
13 agreement or be no less than two (2) times the occurrence limit. Policy shall name  
14 the County of Riverside, its Agencies, Districts, Special Districts, and  
15 Departments, their respective directors, officers, Board of Supervisors,  
16 employees, elected or appointed officials, agents or representatives as Additional  
17 Insured's.

### 18 **6.4 Professional Liability Insurance**

19 CONTRACTOR shall maintain Professional Liability Insurance providing  
20 coverage for the CONTRACTOR'S performance of work included within this  
21 Agreement, with a limit of liability of not less than one million dollars \$1,000,000  
22 per occurrence and two million dollars \$2,000,000 annual aggregate. If  
23 CONTRACTOR'S Professional Liability insurance is written on a claim made  
24 basis rather than an occurrence basis, such insurance shall continue through the  
25 term of this Agreement and CONTRACTOR shall purchase at his sole expense  
26 either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or  
27 2) Prior Dates Coverage from new insurer with a retroactive date back to the date  
28 of, or prior to, the inception of this Agreement; or 3) demonstrate through

1 Certificates of Insurance that CONTRACTOR has Maintained continuous  
2 coverage with the same original insurer. Coverage provided under items; 1), 2),  
3 or 3) will continue for a period of five (5) years beyond the termination of this  
4 Agreement.

5 **6.5 General Insurance Provisions - All lines:**

6 **6.5.1** Any insurance carrier providing insurance coverage hereunder shall be  
7 admitted to the State of California and have an A M BEST rating of not  
8 less than A: VIII (A:8) unless such requirements are waived, in writing, by  
9 the County Risk Manager. If the County's Risk Manager waives a  
10 requirement for a particular insurer such waiver is only valid for that  
11 specific insurer and only for one policy term.

12 **6.5.2** The CONTRACTOR must declare its insurance self-insured retentions. If  
13 such self-insured retentions exceed five hundred, thousand \$500,000 per  
14 occurrence such retentions shall have the prior written consent of the  
15 County Risk Manager before the commencement of operations under this  
16 Agreement. Upon notification of self insured retention unacceptable to  
17 the COUNTY, and at the election of the Country's Risk Manager,  
18 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-  
19 insured retention as respects this Agreement with the COUNTY, or 2)  
20 procure a bond which guarantees payment of losses and related  
21 investigations, claims administration, and defense costs and expenses.

22 **6.5.3** CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to  
23 furnish the County of Riverside with either 1) a properly executed original  
24 Certificate(s) of Insurance and certified original copies of Endorsements  
25 effecting coverage as required herein, or 2) if requested to do so orally  
26 or in writing by the County Risk Manager, provide original Certified  
27 copies of policies including all Endorsements and all attachments thereto,  
28

1 showing such insurance is in full force and effect. Further, said  
2 Certificate(s) and policies of insurance shall contain the covenant of the  
3 insurance carrier(s) that thirty (30) days written notice shall be given to the  
4 County of Riverside prior to any material modification, cancellation,  
5 expiration or reduction in coverage of such insurance. In the event of a  
6 material modification, cancellation, expiration, or reduction in coverage,  
7 this Agreement shall terminate forthwith, unless the County of Riverside  
8 receives, prior to such effective date, another properly executed original  
9 Certificate of Insurance and original copies of endorsements or certified  
10 original policies, including all endorsements and attachments thereto  
11 evidencing coverage's set forth herein and the insurance required herein is  
12 in full force and effect. *CONTRACTOR shall not commence operations*  
13 *until the COUNTY has been furnished original Certificate (s) of Insurance*  
14 *and certified original copies of endorsement or policy of insurance*  
15 *including all endorsements and any and all other attachments as required*  
16 *in this Section. An individual authorized by the insurance carrier to do so*  
17 *on its behalf shall sign the original endorsements for each policy and the*  
18 *Certificate of Insurance.*

19 **6.5.4** It is understood and agreed to by the parties hereto and the insurance  
20 company(s), that the Certificate(s) of insurance and policies shall so  
21 covenant and shall be construed as primary insurance, and the COUNTY'S  
22 insurance and/or deductibles and/or self-insured retention's or self-insured  
23 programs shall not be construed as contributory.

24 **6.5.5** The COUNTY'S Reserved Rights --Insurance. If, during the term of this  
25 Agreement or any extension thereof, there is a material change in the  
26 scope of services; or, there is a material change in the equipment to be  
27 used in the performance of the scope of work (such as the use of aircraft or  
28 watercraft) the COUNTY reserves the right to adjust the type of insurance

1 required herein, if; in the COUNTY Risk Manager's reasonable judgment  
 2 the amount or type of insurance carried by the CONTRACTOR has  
 3 become inadequate

4 **6.5.6** CONTRACTOR shall pass down the insurance obligations contained  
 5 herein to all tiers of subcontractors working under this Agreement.

6 **6.5.7** The insurance requirements contained in this Agreement may be met with  
 7 a program(s) of self-insurance acceptable to the COUNTY.

8  
 9 **7. LICENSE.**

10 **7.1** CONTRACTOR shall, through the term of this Agreement, maintain all licenses  
 11 necessary for the provision of the services hereunder and required by the laws and  
 12 regulations of the United States, the State of California, County of Riverside, and  
 13 all other governmental agencies. CONTRACTOR shall notify COUNTY  
 14 immediately, in writing, of inability to obtain or maintain such license. Said  
 15 inability shall be cause for termination of this Agreement.

16 **7.2** CONTRACTOR shall ensure that CONTRACTOR'S employees, agents and  
 17 other CONTRACTOR'S performing services under the terms of this Agreement  
 18 are in compliance with all relative licensing requirements. CONTRACTOR  
 19 hereby agrees to notify COUNTY immediately, in writing, of inability of  
 20 CONTRACTOR or any of CONTRACTOR'S employees, agents and other  
 21 CONTRACTOR'S, to obtain or maintain such license(s). Said inability shall be  
 22 cause for termination of this Agreement.

23 **7.3** A copy of each such license, permit, approval, waiver, exemption, registration,  
 24 accreditation, and certificate shall be provided to COUNTY.

25 **8. RECORDS AND DOCUMENTS.**

26 **8.1** CONTRACTOR shall make available, upon written request by any duly authorized  
 27 Federal, State or COUNTY agency, a copy of this Agreement and such books,  
 28 documents and records as are necessary to certify the nature and extent of the  
 CONTRACTOR'S costs related to this Agreement. All such books, documents and

1 records shall be maintained by CONTRACTOR for at least five years following  
2 termination of this Agreement and be available for audit by the COUNTY.

3 CONTRACTOR shall provide to the COUNTY reports and information related to  
4 this Agreement.

5  
6 **9. EDD REPORTING REQUIREMENTS**

7 In order to comply with child support enforcement requirements of the State of  
8 California, the County of Riverside may be required to submit a Report of Independent  
9 CONTRACTOR(s) form **DE 542** to the Employment Development Department. The  
10 selected CONTRACTOR agrees to furnish the required CONTRACTOR data and  
11 certifications to the County of Riverside within 10 days of notification of award of  
12 contract when required by the EDD. It is expressly understood that this data will be  
13 transmitted to governmental agencies charged with the establishment and enforcement of  
14 child support orders and for no other purposes and will be held confidential by those  
15 agencies. Failure of the CONTRACTOR to timely submit the data and/or certificates  
16 required may result in contract being awarded to another CONTRACTOR. In the event a  
17 contract has been issued, failure of the CONTRACTOR to comply with all federal and  
18 state reporting requirements for child support enforcement or to comply with all lawfully  
19 served Wage and Earnings Assignments Orders and Notices of Assignment shall  
20 constitute a material breach of contract. Failure to cure such breach within 60 calendar

21 If you have any questions concerning this reporting requirement, please call (916) 657-  
22 0529. You may also contact your local Employment Tax Customer Service Office listed  
23 in your telephone directory in the State Government section under "Employment  
24 Development Department," or you may access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

25 **10. OSHA REGULATIONS**

26 **10.1** CONTRACTOR hereby certifies awareness of the Occupational Safety and  
27 Health Administration (OSHA) standards and codes as set forth by the U.S.  
28 Department of Labor, and the derivative Cal/OSHA standards, laws and

1 regulations relating thereto, and verifies that all performance under this  
2 Agreement shall be in compliance therewith.

3 **11. CONFIDENTIALITY**

4 **11.1** CONTRACTOR shall not use for personal gain or make other improper use of  
5 privileged or confidential information which is acquired in connection with this  
6 Agreement. The term "privileged or confidential information" includes but is not  
7 limited to: unpublished or sensitive technological or scientific information;  
8 medical, personnel, or security records; anticipated material requirements or  
9 pricing/purchasing actions; COUNTY information or data which is not subject to  
10 public disclosure; COUNTY operational procedures; and knowledge of selection  
11 of contractors, subcontractors or suppliers in advance of official announcement.

12 **11.2** CONTRACTOR shall protect from unauthorized disclosure names and other  
13 identifying information concerning persons receiving services pursuant to this  
14 Agreement, except for general statistical information not identifying any person.  
15 CONTRACTOR shall not use such information for any purpose other than  
16 carrying out the CONTRACTOR'S obligations under this Agreement. The  
17 CONTRACTOR shall promptly transmit to the COUNTY all third party requests  
18 for disclosure of such information. The CONTRACTOR shall not disclose,  
19 except as otherwise specifically permitted by this Agreement or authorized in  
20 advance in writing by the COUNTY, any such information to anyone other than  
21 the COUNTY. For purposes of this paragraph, identity shall include, but not be  
22 limited to name, identifying number, symbol, or other identifying particular  
23 assigned to the individual, such as finger or voice print or a photograph.

24 **12. CONDUCT OF CONTRACTOR**

25 **12.1** CONTRACTOR covenants that it presently has no interest, including, but not  
26 limited to, other projects or contracts, and shall not acquire any such interest,  
27 direct or indirect, which would conflict in any manner or degree with  
28



1 CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees  
2 to inform the COUNTY of all the CONTRACTOR'S interests, if any, which are  
3 or may be perceived as incompatible with the COUNTY'S interest

4 **12.2** CONTRACTOR shall not, under circumstances which could be interpreted as an  
5 attempt to influence the recipient in the conduct of his duties, accept any gratuity  
6 or special favor from individuals or firms with whom the CONTRACTOR is  
7 doing business or proposing to do business, in accomplishing the work under this  
8 Agreement.

9 **12.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and  
10 entertainment directly or indirectly to COUNTY employees.

11  
12 **13. INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE**

13 **13.1** All performances (which includes services, workmanship, materials, supplies and  
14 equipment furnished or utilized in the performance of this Agreement) shall be  
15 subject to inspection and test by the COUNTY or other regulatory agencies at all  
16 times. CONTRACTOR shall provide adequate cooperation to any inspector or  
17 other COUNTY representative to permit him/her to determine the  
18 CONTRACTOR'S conformity with the terms of this Agreement. If any services  
19 performed or products provided by CONTRACTOR are not in conformance with  
20 the terms of this Agreement, the COUNTY shall have the right to require the  
21 CONTRACTOR to perform the services or provide the products in conformance  
22 with the terms of the Agreement at no additional cost to the COUNTY. When  
23 the services to be performed or the products to be provided are of such nature that  
24 the difference cannot be corrected, the COUNTY shall have the right to 1) require  
25 the CONTRACTOR immediately to take all necessary steps to ensure future  
26 performance in conformity with the terms of the Agreement; and/or 2) reduce the  
27 Agreement price to reflect the reduced value of the services performed or  
28 products provided. COUNTY may also terminate this Agreement for default and

1 charge to CONTRACTOR any costs incurred by the COUNTY because of the  
2 CONTRACTOR'S failure to perform.

3 **13.2** CONTRACTOR shall establish adequate procedures for self-monitoring and  
4 quality control and assurance to ensure proper performance under this Agreement;  
5 and shall permit a COUNTY representative or other regulatory official to monitor,  
6 assess or evaluate CONTRACTOR'S performance under this Agreement at any  
7 time upon reasonable notice to CONTRACTOR.

8 **14. DISPUTES**

9 **14.1** The parties shall attempt to resolve any disputes amicably the working level. If  
10 that is not successful, the dispute shall be referred to the senior management of  
11 the parties. Any dispute relating to this Agreement which is not resolved by the  
12 parties shall be decided by the COUNTY'S Purchasing Department's  
13 Compliance Contract Officer shall be the final and conclusive unless determined  
14 by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary,  
15 or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall  
16 proceed diligently with the performance of this Agreement pending the resolution  
17 of a dispute.

18 **14.2** Prior to the filing of any legal action related to this Agreement, the parties shall be  
19 obligated to attend a mediation session in Riverside County before a neutral third  
20 party mediator. A second mediation session shall be required if the first session is  
21 not successful. The parties shall share the cost of the mediations.

22 **15. TERMINATION.**

23 **15.1** COUNTY may terminate this Agreement without cause upon 30 days written  
24 notice served upon the CONTRACTOR stating the extent and effective date of  
25 termination.

26 **15.2** COUNTY may, upon five (5) days written notice, terminate this agreement for  
27 CONTRACTOR'S default, if CONTRACTOR refuses or fails to comply with the  
28 terms of this Agreement or fails to make progress so as to endanger performance

1 and does not immediately cure such failure. In the event of such termination, the  
 2 COUNTY may proceed with the work in any manner deemed proper by  
 3 COUNTY.

4 **15.3** After receipt of the notice of termination, CONTRACTOR shall:

5 **15.3.1** Stop all work under this Agreement on the date specified in the notice of  
 6 termination;

7 **15.3.2** Transfer to COUNTY and deliver in the manner as directed by  
 8 COUNTY any materials, reports or other products which, if the  
 9 Agreement had been completed or continued, would have been required  
 10 to be furnished to COUNTY.

11 **15.4** After termination, COUNTY shall make payment for CONTRACTOR'S  
 12 performed up to the date of termination in accordance with this Agreement and at  
 13 the rates set forth in Exhibit B, Payment Provision.

14 **15.5** CONTRACTOR'S rights under this Agreement shall terminate (except for fees  
 15 accrued prior to the date of termination) upon dishonesty or a willful or material  
 16 breach of this Agreement by CONTRACTOR; or in the event CONTRACTOR'S  
 17 unwillingness or inability for any reasons whatsoever to perform the terms of this  
 18 Agreement. In such event, CONTRACTOR shall not be entitled to any further  
 19 compensation under this Agreement.

20 **15.6** The rights and remedies of COUNTY provided in this section shall not be  
 21 exclusive and are in addition to any other rights and remedies provided by law or  
 22 under this Agreement.

23 **16. FORCE MAJEURE**

24 **16.1** Neither Party shall, be liable nor deemed to be in default for any delay or failure  
 25 in performance under this Agreement or other interruption of service or  
 26 employment deemed resulting, directly or indirectly, from acts of God.

27 **17. NONDISCRIMINATION AND ELIGIBILITY**

28 **17.1** CONTRACTOR shall not discriminate in the provision of services, allocation of  
 benefits, accommodation in facilities, or employment of personnel, on the basis of

1 ethnic group identification, race, color, creed, ancestry, religion, national origin,  
 2 physical handicap, medical condition, or sex in the performance of this  
 3 Agreement; and, to the extent they shall be found to be applicable hereto, shall  
 4 comply with the provisions of California Fair Employment and Housing Act  
 5 (Gov. Code 12900 et. Seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352),  
 6 the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et. Seq.) and all  
 7 other applicable laws or regulations.

8 **18. CONFLICT OF INTEREST**

9 **18.1** CONTRACTOR and CONTRACTOR'S employees shall have no interest, and  
 10 shall not acquire any interest, direct or indirect, which will conflict in any manner  
 11 or degree with the performance of services required under this Agreement.

12 **19. ALTERATION**

13 **19.1** No alteration or variation of the terms of this Agreement shall be valid unless  
 14 made in writing and signed by the parties hereto, and no oral understanding or  
 15 agreement not incorporated herein, shall be binding on any of the parties hereto.

16 **19.2** Only the County Board of Supervisors or the County Purchasing Agent may  
 17 authorize any alteration or revision of this Agreement. The parties expressly  
 18 recognize that COUNTY personnel are without authorization to either change or  
 19 waive any requirements of this Agreement.

20 **19.3** This Agreement including any attachments or exhibits, constitutes the entire  
 21 Agreement of the parties with respect to its subject matter and supersedes all prior  
 22 and contemporaneous representations, proposals, discussions and  
 23 communications, whether oral or in writing. This Agreement may be changed or  
 24 modified only by a written amendment signed by authorized representatives of  
 25 both parties.

26 **20. ASSIGNMENT/SUBCONTRACTORS**

27 **20.1** CONTRACTOR may not delegate or assign any interest in this Agreement,  
 28 whether by operation of law or otherwise, without the prior written consent of

1  
2 COUNTY. Any attempt to delegate or assign any interest herein shall be deemed  
3 void and of not force or effect.

4 **20.2** No contract shall be made by the CONTRACTOR with any other party for  
5 furnishing any of the work or service under this Agreement without the prior  
6 written approval of the COUNTY; but this provision shall not require the  
7 approval of contracts of employment between the CONTRACTOR and personnel  
8 assigned under this Agreement, or for parties named in the proposal and agreed to  
9 under this Agreement.

10 **21. ADMINISTRATION.** The COUNTY Purchasing Agent, or designee, shall administer  
11 this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the  
12 liaison with CONTRACTOR in connection with this Agreement.

13 **22. WAIVER.**

14 Any waiver by COUNTY of any breach of any one or more of the terms of this  
15 Agreement shall not be construed to be a waiver of any subsequent or other breach of the  
16 same or of any other term thereof. Failure on the part of the COUNTY to require exact,  
17 full and complete compliance with any terms of this Agreement shall not be construed as  
18 in any manner changing the terms hereof or stopping COUNTY from enforcement  
19 hereof.

20 **23. JURISDICTION/VENUE**

21 This Agreement shall be governed by, and construed in accordance with, the laws of the  
22 State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of  
23 the courts of the State of California for all purposes regarding this Agreement and further  
24 agrees and consents that venue of any action brought hereunder shall be exclusively in  
25 the County of Riverside, California.  
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**24. SEVERABILITY**

If any provision in this Agreement 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.

**25. CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

**26. NOTICES.** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

**COUNTY:**

Riverside County Department of Public Health  
Procurement and Contracts Division  
4065 County Circle Drive  
Riverside, CA 92503

**CONTRACTOR:**

City of Riverside Police Department  
10540 Magnolia Avenue  
Riverside, CA 92505

or to such other address(es) as the parties may hereafter designate.

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## Exhibit A

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### Scope of Work City of Riverside Police Department Safe Routes to School, Cycle 3 Project Period: July 1, 2012 to June 30, 2014

This AGREEMENT is made and entered into by the County of Riverside Department of Public Health, **Riverside County Injury Prevention Services (RCIPS)** and **City of Riverside Police Department** for the purpose of implementing Safe Routes to School assemblies at elementary schools. Funding for this contract is provided by the U.S. Department of Transportation, Federal Highway Administration and the County of Riverside Department of Public Health.

CONTRACTOR: Riverside Police Department  
Contract Amount: Maximum of **\$17,000**  
Contract Period: July 1, 2012 - June 30, 2014

**Program goal:**

Riverside Police Department (RPD) will conduct pedestrian and bicycle safety education activities at four (4) targeted elementary schools identified by IPS. Targeted schools include Adams, McAuliffe, Kennedy, and Twinhill Elementary Schools. If the targeted schools are unable to participate, another school, with similar characteristics (student demographics, traffic hazards, and/or number of injuries) will be selected by IPS in consultation with RPD.

**Objective 1 - \$200/per event; 10 Events** **Maximum \$2,000**

By June 30, 2014, RPD will participate in a minimum of ten (10) events. SRTS community coalition meetings, Walk To School Day Planning meetings and support related SRTS activities such as Walk To School Day and Bike to School Week.

*Deliverable: Sign-In Sheets, Agenda, Photos, Flyer/Brochure*

**Objective 2- \$500/per event; 4 Events** **Maximum \$2,000**

By June 30, 2014, RPD will participate and assist IPS staff in a minimum of four (4) SRTS Workshops. SRTS Workshops and support related activities such as workshop planning and follow-up meetings.

*Deliverable: Agenda, Photos, Flyer/Brochure*

**Objective 3 - \$1000/per event; 4 Events** **Maximum \$4,000**

By June 30, 2014, RPD will conduct a minimum of four (4) SRTS in-class and/or group assembly pedestrian and bicycle education activities at each of the targeted schools and serve K through 6<sup>th</sup> grade students where applicable.



*Deliverables: Schedule of Event, Photos, Flyers, Post-evaluations from Principals and Teachers*

**Objective 4 - \$1000/per event; 4 Events** **Maximum \$4,000**

By June 30, 2014, RPD will conduct a minimum of four (4) "Safety City" pedestrian/bicycle safety education activities at targeted elementary schools. RPD will provide the majority of support staff/volunteers to conduct this activity. RPD will provide IPS with at least a two week written confirmation for each scheduled event. IPS will provide staff as available.

*Deliverable: Photos, Post-evaluations from Principals and Teachers*

**Objective 5 – \$500/per event; 8 Events** **Maximum \$4,000**

By June 30, 2014, RPD will conduct or participate in a minimum of eight (8) Safety Fairs and Community Events. A minimum of two (2) events will include the pedestrian/bicycle "Safety City". The Safety City events may include, but are not limited to, health fair events, events at city parks, after school programs, and the Riverside Police Department's Annual Traffic Safety Fair. IPS will provide bicycle helmets for distribution to youth. The number and sizes of bicycle helmets will be determined by IPS.

*Deliverables: Flyers, Photos, Helmet Distribution Log (name/address of recipient)*

**Objective 6 - \$100 per activity; 10 Events** **Maximum \$1,000**

By June 30, 2014, RPD will disseminate SRTS safety and program information at meetings, RPD newsletters, and website. SRTS program information provided by IPS.

*Deliverables: Agenda, copies of Newsletters, and printed Website information.*

**Quarterly Reports**

RPD will submit timely quarterly reports as specified below:

	<u>Reporting Period</u>	<u>Due Date</u>
Year 1	July 1, 2012 – Sept. 30, 2012	Oct. 15, 2012
	Nov. 1, 2013 – Jan. 31, 2013	Feb. 15, 2013
	Feb. 1, 2013 – Apr. 30, 2013	May 15, 2013
	May 1, 2013 – June 30, 2013	July 15, 2013
Year 1	July 1, 2013 – Sept. 30, 2013	Oct. 15, 2013
	Nov. 1, 2013 – Jan. 31, 2014	Feb. 15, 2014
	Feb. 1, 2014 – Apr. 30, 2014	May 15, 2014
	May 1, 2014 – June 30, 2014	July 15, 2014

**MAXIMUM COMPENSATION: Payable under the terms of this Agreement – not to exceed seventeen thousand dollars (\$17,000.00).**

## **Exhibit B Payment Provision**

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### **City of Riverside Police Department Safe Routes to School Project Period: July 1, 2012 to June 30, 2014**

**Payment Schedule** - Contractor shall be paid in arrears. Payment by COUNTY of the final payment will be withheld pending completion of all project responsibilities and receipt of all quarterly and final report. Invoices may be submitted after each assembly is conducted.

**Reporting Period** - Reports must accompany all invoices submitted, highlighting progress made on objectives completed.

Safe Moves Incorporated expenses eligible for reimbursement must meet criteria outlined in the State Office of Traffic Safety (OTS) program manual. All contract funds shall be restricted to OTS expenses in accordance with the terms and intent of this Agreement. Invoices shall be forwarded for review and approval to:

County of Riverside, Department of Public Health  
Fiscal – Accounts Payable  
PO Box 7849  
Riverside, CA 92513-7849

**MAXIMUM COMPENSATION** payable under the terms of this Agreement shall not exceed seventeen thousand dollars (\$17,000.00)