

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

187



FROM: Department of Mental Health

SUBMITTAL DATE:

June 16, 2011

SUBJECT: Approve two (2) FY 2011/2012 Agreement renewals with First Student, Inc. and Student Transportation of America.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve and authorize the Chairman of the Board of Supervisors to sign the Professional Services Agreement (PSA) renewal with First Student, Inc. for FY 11/12 for the amount of \$55,000;
2. Approve and authorize the Chairman of the Board of Supervisors to sign the PSA renewal with Student Transportation of America for FY 11/12 for the amount of \$60,000; and
3. Authorize the Riverside County Purchasing Agent to increase, decrease and sign ministerial amendments for these agreements for a not to exceed amount of 10% of the combined, approved annual aggregate amount of \$115,000; and annually renew these agreements through June 30, 2016.

BACKGROUND: The Riverside County Department of Mental Health (RCDMH) Substance Abuse Friday Night Live (FNL) program and the RCDMH Mental Health Services ACT (MHSA) Prevention and Early Intervention (PEI) sponsors State of California required events for the County of Riverside youth. (Continued on page 2).

JW:CW:SL

Jerry Wengerd
Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 115,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: 87 % Federal; 13% State- MHSA PEI	Positions To Be Deleted Per A-30	<input type="checkbox"/>
APPROVE	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

BY: *Michael R. Shetler*
Michael R. Shetler

County Executive Office Signature *For Debbie Cournoyer*

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 28, 2011
xc: Mental Health, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Chidella*
Deputy

2.14

FORM APPROVED COUNTY COUNSEL
 BY: *Larisa R-Mckenna* DATE
 Departmental Concurrence
 Purchasing: *Mark Seiler* Assistant Director
 Policy Consent
 Policy Consent
 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 Per Exec. Ofc.:

SUBJECT: Approve two (2) FY 2011/2012 Agreement renewals with First Student, Inc. and Student Transportation of America.

BACKGROUND (CONTINUED):

The Federal and State funding for these program events require that safe, reliable and professional transportation service be provided to Riverside County youth that participate in these events that are intended to prevent substance use and abuse, and to prevent mental health issues from occurring. Therefore, on August 17, 2010, Request for Proposal (RFP) MHARC-067 was issued for the aforementioned State of California mandated student transportation services. As a result of the aforementioned RFP, a total of two (2) bids were received. After a thorough review of each bid, the department determined that First Student, Inc. and Student Transportation of America were both well qualified, responsive bidders, and both organizations were subsequently awarded agreements in the amount of \$30,000 and \$70,000 respectively for FY 10/11 to transport a total of approx. 3,000 youth or more between both the MHSA PEI and Friday Night Live programs.

In FY 11/12, the MHSA PEI and the FNL Programs' are projecting that their combined youth event participants will grow substantially to approx. 5,000 youth or more due to an increase in MHSA PEI programs and because of an increase in Friday Night Live school district service sites. Each program's funding source requires that various events geared towards preventing substance abuse and use, and preventing reoccurring mental health issues are implemented each year. Due to the rapid growth in youth participation as a result of increased MHSA PEI and Friday Night Live program events, the RCDMH determined that in order to be in compliance with their applicable Federal and State funding requirements, an increase in both student transportation agreements to accommodate the increased transportation needs is required for FY 11/12 and going forward.

Therefore, the RCDMH is requesting that the Board of Supervisors approve the FY 11/12 agreement renewals with First Student, Inc. and Student Transportation of America to include the increased funding to meet all transportation needs for the County of Riverside youth as required by applicable State of California funding.

PERFORMANCE PERIOD:

These agreement renewals are effective from July 1, 2011 through June 30, 2012, and may be renewed annually through June 30, 2016. These agreements contain termination provisions in case of unavailability of any applicable funds.

FINANCIAL IMPACT:

The amount of the FY 11/12 renewals are as follows: (1) \$55,000 for First Student, Inc.; and (2) \$60,000 for Student Transportation of America. The rates for these providers were previously negotiated in the RFP process. These agreement renewals are funded with 87% Federal Substance Abuse Prevention Treatment (SAPT) Block grant funds and 13% State MHSA PEI funds. No County funds are required.

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**FY 2011/2012
AGREEMENT RENEWAL
BETWEEN
COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH
AND
FIRST STUDENT, INC.**

That certain Professional Services Agreement between the County of Riverside (COUNTY) and FIRST STUDENT, INC. (CONTRACTOR) originally approved by the County of Riverside Purchasing Agent on November 18, 2010 for FY 2010/2011; and is hereby renewed for FY 2011/2012, effective July 1, 2011 and shall continue to June 30, 2012, in consideration for mutual obligations:

The Agreement is hereby amended as follows:

- Section 2.1 of this agreement shall be amended to read as follows.

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through JUNE 30, 2012, with the option to renew for four (4) years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

- Section 3.1 of this agreement shall be amended to read as follows.

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$55,000 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

- Rescind the previous Exhibit B in its entirety and replace it with the new, attached Exhibit B for FY 2011/2012.
- All other terms and conditions of this Agreement shall remain unchanged and in full force and effect.

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Rev: 11/12 CW

1 **IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives
2 to execute this Amendment.

3 COUNTY:

4 County of Riverside
5 Board of Supervisors
6 4080 Lemon Street, 5th Floor
7 Riverside, CA 92501

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92503-7549

6 **CONTRACTOR:** FIRST STUDENT, INC.

COUNTY OF RIVERSIDE

7 Signed: *Elizabeth Sandler*

Bob Buster

8 Printed: *Elizabeth Sandler*

Chairman, Board of Supervisors

BOB BUSTER

9 Title: *Vice President*

ATTEST: Kecia Harper-Ihem, CLERK

Kecia Harper-Ihem
Deputy

Date: JUN 28 2011

14 COUNTY COUNSEL

15 PAMELA J. WALLS

16 Approved as to Form

17 By *Larisa R-McKenna 6/9/11*

18 Deputy County Counsel

19 Larisa R-McKenna

**EXHIBIT B
PAYMENT PROVISIONS**

COMPENSATION RATE FOR THE CONTRACTOR IS AS FOLLOWS:

Bus Capacity	Rate for 5 hours	Excess Hourly Rate (Over 5 hours)
52/78	\$350.00	\$65.00
56/84	\$350.00	\$65.00

**** FNL and MHSA will only fill 50 students per bus to seat comfortably.**

1. CONTRACTOR agrees to invoice the COUNTY, for the total busses used and any excess hours the busses are used.
2. CONTRACTOR invoice will include the pick up location, destination, pick up and arrival times. The invoice will be identified by CONTRACTOR trip number and COUNTY order number. Excess hourly rates will be based upon actually excess hours used, pro rated in half hour increments.
3. COUNTY shall pay the CONTRACTOR for services provided and compensation shall be paid in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and the COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice by the COUNTY as specified herein.
4. Contract maximum is not to exceed **\$55,000** for FY 2011/2012 for all services rendered.

**FY 2011/2012
AGREEMENT RENEWAL
BETWEEN
COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH
AND
STUDENT TRANSPORTATION OF AMERICA**

That certain Professional Services Agreement between the County of Riverside (COUNTY) and STUDENT TRANSPORTATION OF AMERICA (CONTRACTOR) originally approved by the County of Riverside Purchasing Agent on November 4, 2010 for FY 2010/2011; and is hereby renewed for FY 2011/2012, effective July 1, 2011 and shall continue to June 30, 2012, in consideration for mutual obligations:

The Agreement is hereby amended as follows:

- Section 2.1 of this agreement shall be amended to read as follows.

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through JUNE 30, 2012, with the option to renew for Four (4) years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

- Section 3.1 of this agreement shall be amended to read as follows.

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed **\$60,000** annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

- Rescind the previous Exhibit B in its entirety and replace it with the new, attached Exhibit B for FY 2011/2012.
- All other terms and conditions of this Agreement shall remain unchanged and in full force and effect.

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Rev: 11/12 CW

1 **IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives
2 to execute this Amendment.

3 COUNTY:

4 County of Riverside
5 Board of Supervisors
6 4080 Lemon Street, 5th Floor
7 Riverside, CA 92501

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92503-7549

8 **CONTRACTOR:** STUDENT TRANSPORTATION OF
9 AMERICA

10 Signed: Donald D. Kissell

11 Printed: Donald D. Kissell

12 Title: SR.VP-OPERATIONS

COUNTY OF RIVERSIDE

Bob Buster

Chairman, Board of Supervisors **BOB BUSTER**

ATTEST: Kecia Harper-Ihem, CLERK

Kecia Harper-Ihem

Deputy

Date: JUN 28 2011

13 COUNTY COUNSEL

14 PAMELA J. WALLS

15 Approved as to Form

16 By Larisa R. McKenna 6/19/11

17 Deputy County Counsel

Larisa R. McKenna

**EXHIBIT B
PAYMENT PROVISIONS**

COMPENSATION RATE FOR THE CONTRACTOR IS AS FOLLOWS:

Bus Capacity	Rate for 5 hours	Excess Hourly Rate (Over 5 hours)
62 passenger transit seatbelt equipped**	\$273.88 portal to portal	\$46.80 per hour
20 passenger van seatbelt equipped	\$273.88 portal to portal	\$46.80 per hour
Wheelchair vans and busses various capacities seatbelt equipped	\$273.88 portal to portal	\$46.80 per hour

** FNL will only fill 50 students per bus to seat comfortably.

1. CONTRACTOR agrees to invoice the COUNTY, for the total busses used and any excess hours the busses are used.
2. CONTRACTOR invoice will include the pick up location, destination, pick up and arrival times. The invoice will be identified by CONTRACTOR trip number and COUNTY order number. Excess hourly rates will be based upon actually excess hours used, pro rated in half hour increments.
3. COUNTY shall pay the CONTRACTOR for services provided and compensation shall be paid in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and the COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice by the COUNTY as specified herein.
4. Contract maximum is not to exceed **\$60,000** for FY 2011/2012 for all services rendered.