

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

541



FROM: County of Riverside Department of Public Health

SUBMITTAL DATE:
February 6, 2013

SUBJECT: Ratify the Agreement #1018328 between the Public Health Institute and the Department of Public Health

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Public Health Institute Agreement No. 1018328 with the Department of Public Health in the amount of \$155,000 for the period of August 15, 2012 to August 14, 2013;
- 2) Approve and direct the Auditor Controller to adjust the budget as specified in Schedule A; and
- 3) Ratify the single source agreement with Regional Access Project Foundation for the period of January 1, 2013 through August 14, 2013 in the amount of \$46,000; and

MOTIONS: (Continued on page 2)

BACKGROUND: (On page 2)

GH:nw/ys

FISCAL PROCEDURES APPROVED

PAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY: *Lisette Rosa* 2/13/13

Susan D. Harrington
Susan D. Harrington, Director
Department of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 135,625	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	YES
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: 100% Public Health Institute funding	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 26, 2013
xc: Public Health, Purchasing, Auditor, EO

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

PURCHASING & FLEET SERVICES: Robert Howdyshell, Director
 FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE: 2/11/13

Consent Policy
 Consent Policy

Dept Recomm.:
 er Exec. Ofc.:

MOTIONS: (Continued)

- 4) Authorize the Purchasing Agent to sign any subsequent amendments not to exceed authorized amount, including extension amendments until June 30, 2016.
- 5) Authorize the chairman to sign three (3) originals of the agreement with PHI and three (3) originals of the agreement with RAP.

BACKGROUND: About half of Californians, including our youngest children, drink a serving of sugar-sweetened beverages such as soda, sports drinks, teas, sweetened milks and juices daily. Links between increased consumption of sugary beverages and obesity/diabetes and other health concerns has prompted change across the country.

The Public Health Institute in partnership with The California Endowment is offering the Department of Public Health (DOPH) a one year, \$155,000 award to implement a local community model of chronic disease prevention patterned after Community Transformation Grants that are part of the Affordable Care Act of 2010.

The initiative will focus on healthy beverage policy changes, increased access to clean fresh water and promotion of the "Rethink Your Drink" message. The Eastern Coachella Valley Building Healthy Communities Collaborative (ECVBHC) was selected for this initiative due to its high obesity rate among children (48.7%) and adults (56.6%).

The Department of Public Health is requesting a sole source with Regional Access Project (RAP) Foundation to assist with the "Rethink Your Drink Campaign" in the distribution of grant funds to current members of the Eastern Coachella Valley Building Healthy Communities (ECVBHC) collaborative. RAP is a key partner serving the City of Coachella and is able to provide the services indicated in the Public Health Institute Scope of Work.

Department of Public Health will be partnering with ECVBHC, City of Coachella and other local community based organizations to implement the "Rethink Your Drink" initiative.

FINANCIAL INFORMATION: The Public Health Institute awarded the Department of Public Health funding in the amount of \$155,000. The funding will cross fiscal years with FY12/13 receiving \$135,625 and FY13/14 receiving \$19,375.

Form 11

Subject: Ratify the Agreement #1018328 between the Public Health Institute and the
Department of Public Health

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SCHEDULE A
Department of Public Health
Budget Adjustment
Fiscal Year 2012/2013

INCREASE IN APPROPRIATIONS:

10000-4200100000-510040	Regular Salaries	50,523
10000-4200100000-518100	Budgeted Benefits	22,735
10000-4200100000-523700	Office Supplies	479
10000-4200100000-523800	Printing/Binding	742
10000-4200100000-524500	Adm. Support Direct	15,500
10000-4200100000-525140	Personnel Services	500
10000-4200100000-525300	OASIS Processing - Financials	1000
10000-4200100000-525310	OASIS Processing - HRMS	690
10000-4200100000-525440	Professional Services	35,000
10000-4200100000-527780	Special Program Expense	6,126
10000-4200100000-528900	Air Transportation	400
10000-4200100000-528920	Car Pool Expense	800
10000-4200100000-528960	Lodging	300
10000-4200100000-528980	Meals	80
10000-4200100000-529040	Private Mileage Reimbursement	750

TOTAL INCREASE IN APPROPRIATION: \$135,625

INCREASE IN ESTIMATED REVENUE:

10000-4200100000-781480	Program Revenue	<u>135,625</u>
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TOTAL INCREASE IN ESTIMATED REVENUE: \$135,625

Date: December 17, 2012
From: Susan Harrington Department/Agency: Department of Public Health
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Single Source Procurement; Request for Regional Access Project Foundation

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

Supply/Service being requested: An Agreement with the Regional Access Project Foundation to assist with the “Rethink Your Drink Campaign” in the distribution of grant funds to current members of the Eastern Coachella Valley Building Healthy Communities (ECVBHC) collaborative that are key partners serving the City of Coachella and able to provide the services indicated in the Public Health Institute Scope of Work.

Supplier being requested: Regional Access Project (RAP) Foundation

Alternative suppliers that can or might be able to provide supply/service: Funding requires all participants of the “Rethink Your Drink Campaign” to be members of the ECVBHC collaborative. The RAP Foundation is a non-profit agency used to provide funding, oversight, technical assistance and guidance to nonprofit community based organizations and other tax exempt agencies which serve the populations of eastern Riverside County. RAP is a member of ECVCHC and has been identified by PHI as a key partner in the “Rethink Your Drink” campaign.

Extent of market search conducted: Market research was conducted using the internet and ECVBHC and it was found that RAP Foundation is a member of ECVBHC, provides similar services needed for the “Rethink Your Drink” campaign and currently works with other key partners serving the target population. This vendor has the infrastructure and community connections necessary to successfully fulfill the scope of work requirements for this campaign within the restricted timeline for this campaign.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: The funding is intended to support the collaboration between the Department of Public Health (DOPH) Nutrition Services and ECVBHC, while promoting water consumption. The unique service this vendor provides is it is a member of the ECVBHC, is currently working in Coachella providing funding, oversight and technical assistance to community based organizations and is uniquely qualified to immediately begin implementation of the scope of work for this campaign. This vendor has the infrastructure and partnerships in Coachella serving the target population. The RAP Foundation has been identified by PHI as a key partner for successful implementation of this program.

Reasons why my department requires these unique features and what benefit will accrue to the county: The funding is intended to support the collaboration between DOPH and ECVBHC, while promoting water consumption.

Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier: PHI is funding \$46,000 of the total \$46,460 award to the RAP Foundation (\$460 funded by DOPH general fund). RAP Foundation will distribute the \$46,000 to key partners serving the city of Coachella with the ability to meet the needs of the Scope of Work for the "Rethink Your Drink" campaign. The administrative fee of \$460 collected by RAP to implement the sub-awards is nominal. Pricing is based on similar agreements with similar level of services and scopes of work.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this single source? (Maintenance, support, or upgrades, if so, please explain). No, the County is not under any obligation to any future contractual arrangements with this service.

Period of Performance: January 1, 2013 through August 14, 2013

NOT TO EXCEED FORTY SIX THOUSAND DOLLARS (\$46,000).

Susan D. Hantton
Department Head Signature

2/6/13
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 46,000.

One time

Annual Amount through _____

[Signature]
Purchasing Agent

2/9/2012
Date

Approval Number
(Reference on Purchasing Documents)

Grant Agreement No. 1018328

**Grant Agreement
between
Public Health Institute
and
Riverside County Department of Public Health**

The Public Health Institute (PHI), 555 12th Street, 10th Floor, Oakland, CA 94607-4046, TEL: 510-285-5500, TEL: 510-285-5501; hereinafter referred to as PHI, and Riverside County Department of Public Health, 4065 County Circle Drive, Riverside, CA 92503, TEL: 951-358-7036, hereinafter referred to as GRANTEE.

Recital: PHI is the recipient of funds from The California Endowment for support and coordination of Statewide Healthy community transformation learning: to facilitate capacity building, strategic interventions, and policy advocacy to prevent chronic diseases through collaboration among Community transformation Grant awardees and other entities statewide. This is a grant under this agreement.

Purpose of Grant: GRANTEE agrees to use the funds provided by this grant exclusively for the purposes and in accordance with the Scope of Work set forth in Exhibit A and the Budget set forth in Exhibit B.

Term: The term of this grant will be from August 15, 2012 through August 14, 2013.

Grant Award Amount: \$155,000

Payment: Upon receipt of the fully-executed grant agreement from GRANTEE, PHI will pay GRANTEE the first installment of \$77,500. A second and final payment of \$77,500 will be made upon receipt and acceptance of the interim progress report due April 15, 2013. GRANTEE may modify the budget with prior written notification to PHI.

Progress and Fiscal Reporting: GRANTEE will provide PHI progress reports of activities and expenditures as follows: The interim progress report will be due not later than April 15, 2013, and the final report will be due not later than September 15, 2013.

Audit: GRANTEE agrees to maintain and preserve for three years following the end of the grant period, and to permit PHI or any of its duly authorized representatives to have access to and examine and audit, any pertinent books, documents, papers, and records of GRANTEE.

Acknowledgment: GRANTEE will acknowledge this financial support as follows: "Funding is provided by the Public Health Institute, through The California Endowment".

Use of Materials: PHI shall have the right to use, reproduce, and authorize others to use and reproduce, any materials produced pursuant to this grant.

Grant Agreement No. 1018328

FOR PHI:

Signature

Teresa Leung
Senior Manager Grants & Contracts
Name/Title

Date

FOR GRANTEE:

John J. Benoit
Signature

John J. Benoit
Chairman

Name/Title

FEB 26 2013

Date

ATTEST:

Kecia Harper-Them, Deputy
Kecia Harper-Them
Clerk of the Board

Date FEB 26 2013

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis
NEAL R. KIPNIS

2/11/13
DATE

FEB 26 2013 345

Exhibit A: (Scope of Work)

Community Transformation Implementation Plan	
Site Name	County of Riverside, Department of Public Health (RCDOPH)
Project Period Objective	<p>By August 14, 2013, at least 3 community based organizations participating in the Eastern Coachella Valley Building Healthy Communities Collaborative (ECVBHC) collaborate to persuade administrative powers to pass organizational policies limiting availability of sugar sweetened beverages and promoting healthy vending, concessions and food access in places such as schools, entertainment venues, employment and commerce centers, etc.</p> <p>By August 14, 2013, conduct 3 Train-the-trainer sessions on implementing the <i>Re-Think Your Drink</i> Campaign and promoting water consumption, reaching at least 150 individuals at schools, afterschool programs, youth sports leagues, faith-based and parks and recreation facilities.</p> <p>By August 14, 2013, increase the number of schools and after school sites from 2 to 4 that are implementing the adopted wellness policies and participating in the <i>Re-Think Your Drink</i> Campaign which includes distribution of reusable water bottles and media campaign promoting water.</p>
Timeframe	<p>Start Date: August 15, 2012</p> <p>End Date: August 14, 2013</p>
Strategy Rationale	<p>Scientific evidence linking consumption of sugary beverages with weight gain is stronger than for any other food category. The prevalence of overweight and obesity is higher among adolescents and adults who drink sugary beverages than those who do not. Limiting access to sugary beverages has been shown as a promising strategy to reduce sugary beverage consumption. Another complementary strategy is to ensure access to water and promote water consumption.</p> <p>In Riverside County, the prevalence of childhood obesity is 38.2% compared with 38% in the state of California, while the percentage in the city of Coachella is 48.7%. The prevalence of adult overweight/obesity in Coachella* is 56.6% and 64.1% in Riverside County, compared with 56.3% in the State of California.</p> <p><small>Source: Child: California Center for Public Health Advocacy, FitnessGram, 2010 (2nd, 7th, and 9th Grades), Adult: CHIS 2009 for County and State, and MARC 2010 for the Coachella Valley (not city).</small></p>
Related Program Goal/Strategic Direction	Active Living and Healthy Eating

Exhibit A (Scope of Work)

<p>Objective Description</p>	<p>County of Riverside, Department of Public Health (RCDOPH) initiated the <i>Re-Think Your Drink</i> Campaign in 2008 to raise awareness of the issue of excessive sugar sweetened beverage consumption and its role in the obesity epidemic. The campaign is designed to inspire individual action, as well as organizational and policy changes to promote healthy environments. Working with partners, schools and afterschool programs, RCDOPH will develop a campaign which includes nutrition education, an art contest, distribution of reusable water bottles and improving access to water throughout the City of Coachella. This project will expand this campaign to include a minimum of two sites in Coachella and within the geographic boundaries of the Eastern Coachella Valley Building Healthy Communities (ECVBHC) Collaborative. We will also conduct <i>Re-Think Your Drink</i> Campaign train-the-trainer workshops, building community capacity to share the educational component and assist in the implementation of the campaign. Funds will be used to reinstate the successful media component, including radio time, social media and other channels. Media will build on pieces developed in other counties with CPPW and CTG funds.</p> <p>RCDOPH has also partnered with the Desert Sierra Health Network Collaborative (DSHN), First 5 Riverside and WIC in leading the <i>Re-Think Your Drink</i> Campaign which has emphasized passing policies limiting access to sugar sweetened beverages. This project will build on those efforts and make available staff that will assist with policy development, adoption, and implementation. This will be offered to all ECVBHC grantees, youth programs and partners.</p> <p>RCDOPH partners with numerous community based organizations. Staff will provide technical assistance and model policies for nutrition regarding healthy meetings, food purchases, vending, and physical activity policy. The project will be centered in the City of Coachella; complementing the work of ECVBHC working with the community based organizations participating in the collaborative, and schools within the geographical boundaries.</p>
<p>Setting/Sector</p>	<p>Efforts will be focused in the City of Coachella, where 41.1% of households earned an income of less than \$30,000 in 2010, compared to 25.6% in Riverside County as a whole. At the same time, Coachella residents have less access to healthy foods, and increasingly inconvenient public transportation system.</p>
<p>Population Focus</p>	<p>Source: U.S. Bureau of the Census, 2010 Census of Population and Housing</p>
<p>Key Partners</p>	<p>Regional Access Project Foundation, Coachella Unified School District, Inland Congregations United For Change (ICUC), California Rural Legal Assistance (CRLA), Coachella Valley Boys & Girls Club, FND Food Bank and City of Coachella, Coachella Valley Farmers Markets, ECVBHC, Youth Institute in the Eastern Coachella Valley, Coachella Chamber of Commerce, ECVBHC Wellness Advisory Committee, Coachella Valley Regional Water Management (CVRWM), City of Coachella Parks and Recreation, Hidden Harvest and/or other partners.</p>

Exhibit A (Scope of Work)

Milestones/Activities (limit 10)	Timeline (Initiation-Completion by Quarter)	Identify the Activity(ies)	Short Term Outcome
<p>1. Coordinate with ECVBHC workgroups and grantees to determine if there are any existing beverage standards in place in their organizations and identify opportunities and barriers for addressing organizational beverage practices. Assess for workgroup member/grantee interest to pass or augment policies. This will serve as a baseline with follow-ups to measure impact.</p>	Q1-Q2	<p>Convene a "Wellness Workshop" with all grantees and key partners. Discuss healthy food and beverage policy options and recruit agencies/organizations for participation</p>	<p>Assessment of organizational readiness and policy change. Identification of a minimum of 3 organizations to work with RCDOPH team including sub awards.</p>
<p>2. Connect interested agencies with RCDOPH to develop policy and assist in adoption and implementation. Advocate for adoption and evaluate success.</p>	Q2-Q4	<p>RCDOPH team will provide technical assistance and support in both one-on-one meetings and through workshops. Policies developed or reviewed and adopted to support Healthy Cities, City of Coachella Valley General Plan Health Element and Riverside County Health Initiative (RCHI)</p>	<p>RCDOPH team and technical assistance provided. RCDOPH will work with City of Coachella and ECVBHC Wellness Advisory Committee.</p>
<p>3. Coordinate with ECVBHC partners to form <i>Re-Think Your Drink</i> Campaign team to develop implementation plan including identifying partners, materials, communications, etc.</p>	Q2-Q3	<p>Work with Wellness Coordinator, Health Academy and local youth to identify key sites, personnel and other stakeholders. Convene team members.</p>	<p>Key participants identified. Materials developed. Implementation plan developed. Assessment of organizational readiness of policy change.</p>
<p>4. Conduct train-the-trainer workshops with identified partners</p>	Q2-Q3	<p>Conduct <i>Re-Think Your Drink</i> Campaign Workshops Provide 3 Workshops to train 150 Individuals.</p>	<p>Train-the-trainer workshops completed and evaluated.</p>

Exhibit A (Scope of Work)

Milestones/Activities (limit 10)	Timeline (Initiation-Completion by Quarter)	Identify the Activity(ies)	Short Term Outcome
<p>5. Collaborate with CVUSD, afterschool programs and local youth to assess sites for working clean water stations. Survey both youth and adults to identify current practices and attitudes and identify current policies to encourage healthy beverage consumption policy change.</p>	<p>Q2</p>	<p>Select sites for clean working water stations. Conduct surveys and compile report on results and evaluate policies.</p>	<p>Survey results compiled and reported to seek funding for water stations. Assessment of organizational readiness of policy change. Survey a minimum of 25 CVUSD schools, after school programs and City of Coachella Parks and Recreation programs.</p>
<p>6. Implement <i>Re-Think Your Drink</i> Campaign including: education, provision of water bottles and revision of policies. Connect with <i>Drink Water Said the Otter</i> (First 5 Riverside Campaign).</p>	<p>Q3-Q4</p>	<p>Plan and schedule implementation of campaign elements at each site. Work with staff to revise policy and develop implementation plan. Conduct <i>Re-Think Your Drink</i> at school, afterschool, parks & recreation, food distribution and other sites.</p>	<p>Students and residents involved in campaign implementation. Education component conducted Policies revised and implemented</p>
<p>7. Enhance <i>Re-Think Your Drink</i> campaign with media component. Connect with social media presence on website, YouTube Facebook and other Social Media.</p>	<p>Q4</p>	<p>Develop Campaign Materials Work with RCDOPH to develop media plan including channels and outlets. Evaluate media effectiveness Convene stakeholders and develop model policy language. Conduct educational sessions.</p>	<p>Number of Impression/ Hits evaluated Add links to ECVBHC social media regarding <i>Re-Think Your Drink</i> campaign.</p>
<p>8. Collaborate with Food Bank, Farmers Market and City of Coachella to develop language to require a Nutrition and Physical Activity policy. Educate those that would be impacted by new organizational practices and provide technical assistance such as working with vendors, offering healthy taste tests, and meeting one-on-one with key stakeholders.</p>	<p>Q3-Q4</p>	<p>Convene stakeholders and develop model policy language. Conduct educational sessions.</p>	<p>Contract language template developed Assessment of organizational readiness of policy change. Minimum of 2 food pantries to adopt <i>Re-Think Your Drink</i> Water is offered at the Farmers Markets</p>

Exhibit A (Scope of Work)

Milestones/Activities (limit 10)	Timeline (Initiation- Completion by Quarter)	Identify the Activity(ies)	Short Term Outcome
9. Evaluate <i>Re-Think Your Drink</i> Campaign and effectiveness of policy change support.	Q4	Develop evaluation tool	Evaluation results compiled and reported by RCDOPH
10. Develop a Countywide Sugar Sweetened Beverage (SSB) Policy Brief with a focus on ECV8HC.	Q4	Research SSB & Water consumption	Publish and distribute SSB Policy Brief.

Exhibit B (Budget)

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC HEALTH					
California Community Transformation Initiative					
Budget					
Personnel	Annual Salary	% Time	# Mo	Person Mos	Amount Requested
Health Education Assistant II (TAP)	\$43,949	50%	12	0.5	\$21,975
Health Services Assistant	\$35,738	50%	12	0.5	\$17,869
Office Assistant III	\$36,301	25%	12	0.25	\$9,075
Administrative Services Assistant	\$48,310	10%	12	0.1	\$4,831
Urban Regional Planner II	\$79,797	5%	12	0.05	\$3,990
EPI Analyst (.10 FTE in-kind)					
Supervising Nutritionist (.05 FTE in-kind)					
PH Program Director (.05 FTE in-kind)					
				1.4	\$57,740
Personnel Descriptions:					
Health Education Assistant	Work with community partners on the "Rethink Your Drink Coachella" campaign. Provide technical assistance and support via one-on-one meetings and workshops. Recruit agencies/organizations to participate.				
Health Services Assistant	Assist Health Education Assistant with implementation of workgroups and other meetings. Preparing educational materials and handouts, registration table and bilingual assistance.				
Office Assistant III	Provides general clerical support to the Program. Assists in development and maintenance of a data collection systems. Phone/email contact with participating organizations. Arranges meetings and trainings, orders supplies and materials, creates correspondence, photocopies, etc.				
Administrative Services Assistant	Prepare and manage the subaward contracts including budgets, invoices and fiscal reporting and adherence to funding requirements. Review purchase requisitions and fiscal invoices.				
Urban Regional Planner	Provides technical assistance to the ECVBHC team. Planner will assist in effective change with a focus on SSB. Provide technical advise as a member of the Coachella Community Health and Wellness General Plan Element-Wellness Advisory Committee.				
Fringe Benefits @ 45%					\$25,983
Includes payroll taxes and medical/dental benefits at 45% of salaries					
Consultants					\$0

Exhibit B (Budget)

Personnel	Annual Salary	% Time	# Mo	Person Mos	Amount Requested
Supplies					
Office supplies					\$547
(Including paper, pens, note pads, ink cartridges and other general office supplies.)					
Print materials					\$750
(Cost of printing handouts and other materials for workgroups and other meetings/event)					
				Total Supplies	\$1,297
Travel					
	# people	# trips	Cost/trip		
Travel-Air (1 trip to Sacramento for 2 staff for 2 nights)	2	1	\$653		\$1,306
Travel-Ground - mileage/carpool expense for meetings, events, etc... (\$20/week/FTE for 52 weeks)	1.4		\$1,040		\$1,456
				Total Travel	\$2,762
Other Expenses					
	#		unit price		
Water Bottles	1,150		\$ 0.87		\$1,001
(to be used as incentives for the Rethink Your Drink Coachella)					
				Total Other Expenses	\$1,001
Subawards					
Regional Access Project Foundation					\$46,000
				Subtotal	\$46,000
Subtotal					\$134,783
MTDC base					\$134,783
IDC @ 15%					\$20,217
Grand Total					\$155,000

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC HEALTH

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you

FOR COUNTY USE ONLY



DEPT/BRANCH DPH/Nutrition Services		CONTRACT NO. 13-049		RFP NO. ----
FUND 10000	DEPARTMENT ID 4200101300	PROJECT-GRANT HS340076	PROGRAM -----	CLASS/LOCATION 6572-33217
CONTRACT AMOUNT \$46,460		PERIOD OF PERFORMANCE January 1, 2013 through August 14, 2013		
COUNTY CONTACT Gayle Hoxter, Branch Chief (951) 358-5306 - ghoxter@rivcocha.org				
CONTRACTOR REPRESENTATIVE Judith Cox, Chief Executive Officer (760) 674-9992 - jcox@regionalaccessproject.org				
PROGRAM NAME: Re-Think Your Drink Campaign.				

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 Regional Access Project (RAP) Foundation

hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY has received funding by the Public Health Institute who is the recipient of funds from The California Endowment Foundation for support and coordination of Statewide Healthy Community Transformation in the city of Coachella, 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 one (1) page, and Exhibit B, Payment Provision, consisting of one (1) page, attached hereto and incorporated herein.

CONTRACTOR

Regional Access Project (RAP) Foundation

By _____

Print Name _____

Date _____

COUNTY

By John J. Benoit
John J. Benoit, Chairman

Date FEB 26 2013

ATTEST:
Kecia Harper-Ithem, Deputy
Kecia Harper-Ithem, Clerk of the Board

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis
NEAL R. KIPNIS

Date: FEB 26 2013

FEB 26 2013 345

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
16 **2. PERIOD OF PERFORMANCE**

17 **2.1** This Agreement shall be effective on January 1, 2013 through August 14, 2013,
18 unless terminated as specified in Section 15, TERMINATION.

19
20 **3. COMPENSATION.**

21 **3.1** In consideration of services provided by CONTRACTOR pursuant to Exhibit A,
22 SCOPE OF WORK, attached hereto and incorporated herein, CONTRACTOR
23 shall be entitled to receive payment as specified in Exhibit B, PAYMENT
24 PROVISIONS, attached hereto and incorporated herein. Maximum payment to
25 CONTRACTOR shall not exceed forty six thousand, four hundred and sixty
26 dollars (\$46,460), including all expenses.
27
28

- 1 **3.2** COUNTY is not responsible for any fees or cost incurred above or beyond the
2 contracted amount, as stated above in Section 3, COMPENSATION, Paragraph
3 3.1, and shall have no obligation to purchase any specified amount of services.
4 Unless otherwise specifically stated in Exhibit B, PAYMENT PROVISIONS,
5 COUNTY shall not be responsible for payment of any of CONTRACTOR'S
6 expenses related to this Agreement.
- 7 **3.3** COUNTY requires written proof satisfactory to COUNTY of cost increases prior
8 to any approved price adjustment. A minimum of 30-day advance notice in
9 writing is required to be considered and approved by COUNTY. No retroactive
10 price adjustments will be considered. Any price increases must be stated in a
11 written amendment to this Agreement.
- 12 **3.4** COUNTY obligation for payment of this Agreement beyond the current fiscal
13 year end is contingent upon and limited by the availability of COUNTY funding
14 from which payment can be made. No legal liability on the part of the COUNTY
15 shall rise for payment beyond June 30 of each calendar year unless funds are
16 made available for such payment. In the event such funds are not forthcoming for
17 any reason, COUNTY shall immediately notify CONTRACTOR in writing; and
18 this Agreement shall be deemed terminated and have no force and effect.

19
20
21 **4. HOLD HARMLESS/INDEMNIFICATION.**

- 22 **4.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its
23 Agencies, Districts, Special Districts and Departments, their respective directors,
24 officers, Board of Supervisors, elected and appointed officials, employees, agents
25 and representatives from any liability, claim, damage or action whatsoever, based
26 or asserted upon any act or omission of CONTRACTOR, its officers, employees,
27 subcontractors, agents or representatives arising out of or in any way relating to
28 this Agreement, including but not limited to property damage, bodily injury, or

1 death. CONTRACTOR shall defend, at its sole cost and expense, including but
2 not limited to attorney fees, cost of investigation, defense and settlements or
3 awards, the County of Riverside, its Agencies, Districts, Special Districts and
4 Departments, their respective directors, officers, Board of Supervisors, elected
5 and appointed officials, employees, agents and representatives in any such action
6 or claim. With respect to any action or claim subject to indemnification herein by
7 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use
8 counsel of its own choice and shall have the right to adjust, settle, or compromise
9 any such action or claim without the prior consent of COUNTY; provided,
10 however, that any such adjustment, settlement or compromise in no manner
11 whatsoever limits or circumscribes CONTRACTOR'S indemnification of
12 COUNTY. CONTRACTOR'S obligation hereunder shall be satisfied when
13 CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or
14 similar document) relieving COUNTY from any liability for the action or claim
15 involved.

16 **4.2** The specified insurance limits required in this Agreement shall in no way limit or
17 Circumscribe, CONTRACTOR'S obligations to indemnify and hold harmless,
18 COUNTY.

19 **4.3** In the event there is conflict between this clause and California Civil Code
20 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
21 Such interpretation shall not relieve the CONTRACTOR from indemnifying the
22 COUNTY to the fullest extent allowed by law.

23
24 **5. INDEPENDENT CONTRACTOR.**

25 **5.1** The CONTRACTOR is, for the purpose relating to this Agreement, an
26 independent CONTRACTOR and shall not be deemed an employee of the
27 COUNTY. It is expressly understood and agreed that the CONTRACTOR
28 (including its employees, agents and subcontractors) shall in no event be entitled

1 to any benefits to which COUNTY employees are entitled, including but not
 2 limited overtime, any retirement benefits, worker's compensation benefits, and
 3 injury leave or other leave benefits. There shall be no employer-employee
 4 relationship between the parties; and CONTRACTOR shall hold COUNTY
 5 harmless from any and all claims that parties; and CONTRACTOR shall hold
 6 COUNTY harmless from any and all claims that may be made against COUNTY
 7 based upon any contention by a third party that an employer-employee
 8 relationship exists by reason of this Agreement. It is further understood and
 9 agreed by the parties that CONTRACTOR in the performance of this Agreement.

10 **5.2** It is further understood and agreed by the parties hereto that CONTRACTOR in
 11 the performance of this Agreement is subject to the control or direction of
 12 COUNTY merely as to the result to be accomplished by the services hereunder
 13 agree to render and perform and not as to the means and methods for
 14 accomplishing the results.

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

19 **6.1 Workers' Compensation:**

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

28 **6.2 Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to,

1 premises liability, contractual liability, products and completed operations
2 liability, personal and advertising injury covering claims which may arise from or
3 out of CONTRACTOR'S performance of its obligations hereunder. Policy shall
4 name all Agencies, Districts, Special Districts, and Departments of the COUNTY
5 of Riverside, their respective directors, officers, Board of Supervisors, employees,
6 elected or appointed officials, agents or representatives as Additional Insured's.
7 Policy's limit of liability shall not be less than one million dollars \$1,000,000 per
8 occurrence combined single limit. If such insurance contains a general aggregate
9 limit, it shall apply separately to this agreement or be no less than two (2) times
10 the occurrence limit.

11 **6.3 Vehicle Liability:**

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

22 **6.4 Professional Liability Insurance**

23 CONTRACTOR shall maintain Professional Liability Insurance providing
24 coverage for the CONTRACTOR'S performance of work included within this
25 Agreement, with a limit of liability of not less than one million dollars \$1,000,000
26 per occurrence and two million dollars \$2,000,000 annual aggregate. If
27 CONTRACTOR'S Professional Liability insurance is written on a claim made
28 basis rather than an occurrence basis, such insurance shall continue through the

1 term of this Agreement and CONTRACTOR shall purchase at his sole expense
2 either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or
3 2) Prior Dates Coverage from new insurer with a retroactive date back to the date
4 of, or prior to, the inception of this Agreement; or 3) demonstrate through
5 Certificates of Insurance that CONTRACTOR has Maintained continuous
6 coverage with the same original insurer. Coverage provided under items; 1), 2),
7 or 3) will continue for a period of five (5) years beyond the termination of this
8 Agreement.

9 **6.5 General Insurance Provisions - All lines:**

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

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

26 **6.5.3** CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to
27 furnish the County of Riverside with either 1) a properly executed original
28 Certificate(s) of Insurance and certified original copies of Endorsements

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

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

27 **6.5.5** The COUNTY'S Reserved Rights –Insurance. If, during the term of this
28 Agreement or any extension thereof, there is a material change in the

1
2 scope of services; or, there is a material change in the equipment to be
3 used in the performance of the scope of work (such as the use of aircraft or
4 watercraft) the COUNTY reserves the right to adjust the type of insurance
5 required herein, if; in the COUNTY Risk Manager's reasonable judgment
6 the amount or type of insurance carried by the CONTRACTOR has
7 become inadequate

8 **6.5.6** CONTRACTOR shall pass down the insurance obligations contained
9 herein to all tiers of subcontractors working under this Agreement.

10 **6.5.7** The insurance requirements contained in this Agreement may be met with
11 a program(s) of self-insurance acceptable to the COUNTY.

12
13 **7. LICENSE.**

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

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

27 **7.3** A copy of each such license, permit, approval, waiver, exemption, registration,
28 accreditation, and certificate shall be provided to COUNTY.

1 **8. RECORDS AND DOCUMENTS.**

2 **8.1** CONTRACTOR shall make available, upon written request by any duly authorized
3 Federal, State or COUNTY agency, a copy of this Agreement and such books,
4 documents and records as are necessary to certify the nature and extent of the
5 CONTRACTOR'S costs related to this Agreement. All such books, documents and
6 records shall be maintained by CONTRACTOR for at least five years following
7 termination of this Agreement and be available for audit by the COUNTY.

8 CONTRACTOR shall provide to the COUNTY reports and information related to
9 this Agreement.
10

11 **9. EDD REPORTING REQUIREMENTS**

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

26 If you have any questions concerning this reporting requirement, please call (916) 657-
27 0529. You may also contact your local Employment Tax Customer Service Office listed
28 in your telephone directory in the State Government section under "Employment
Development Department," or you may access their Internet site at www.edd.ca.gov.

1 **10. OSHA REGULATIONS**

2 **10.1** CONTRACTOR hereby certifies awareness of the Occupational Safety and
3 Health Administration (OSHA) standards and codes as set forth by the U.S.
4 Department of Labor, and the derivative Cal/OSHA standards, laws and
5 regulations relating thereto, and verifies that all performance under this
6 Agreement shall be in compliance therewith.

7 **11. CONFIDENTIALITY**

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

16 **11.2** CONTRACTOR shall protect from unauthorized disclosure names and other
17 identifying information concerning persons receiving services pursuant to this
18 Agreement, except for general statistical information not identifying any person.
19 CONTRACTOR shall not use such information for any purpose other than
20 carrying out the CONTRACTOR'S obligations under this Agreement. The
21 CONTRACTOR shall promptly transmit to the COUNTY all third party requests
22 for disclosure of such information. The CONTRACTOR shall not disclose,
23 except as otherwise specifically permitted by this Agreement or authorized in
24 advance in writing by the COUNTY, any such information to anyone other than
25 the COUNTY. For purposes of this paragraph, identity shall include, but not be
26 limited to name, identifying number, symbol, or other identifying particular
27 assigned to the individual, such as finger or voice print or a photograph.
28

1 **12. CONDUCT OF CONTRACTOR**

2 **12.1** CONTRACTOR covenants that it presently has no interest, including, but not
3 limited to, other projects or contracts, and shall not acquire any such interest,
4 direct or indirect, which would conflict in any manner or degree with
5 CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees
6 to inform the COUNTY of all the CONTRACTOR'S interests, if any, which are
7 or may be perceived as incompatible with the COUNTY'S interest

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

13 **12.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and
14 entertainment directly or indirectly to COUNTY employees.
15

16 **13. INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE**

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

1 the CONTRACTOR immediately to take all necessary steps to ensure future
2 performance in conformity with the terms of the Agreement; and/or 2) reduce the
3 Agreement price to reflect the reduced value of the services performed or
4 products provided. COUNTY may also terminate this Agreement for default and
5 charge to CONTRACTOR any costs incurred by the COUNTY because of the
6 CONTRACTOR'S failure to perform.

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

12
13 **14. DISPUTES**

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

23 **14.2** Prior to the filing of any legal action related to this Agreement, the parties shall be
24 obligated to attend a mediation session in Riverside County before a neutral third
25 party mediator. A second mediation session shall be required if the first session is
26 not successful. The parties shall share the cost of the mediations.
27
28

1 **15. TERMINATION.**

2 **15.1** COUNTY may terminate this Agreement without cause upon 30 days written
3 notice served upon the CONTRACTOR stating the extent and effective date of
4 termination.

5 **15.2** COUNTY may, upon five (5) days written notice, terminate this agreement for
6 CONTRACTOR'S default, if CONTRACTOR refuses or fails to comply with the
7 terms of this Agreement or fails to make progress so as to endanger performance
8 and does not immediately cure such failure. In the event of such termination, the
9 COUNTY may proceed with the work in any manner deemed proper by
10 COUNTY.

11 **15.3** After receipt of the notice of termination, CONTRACTOR shall:

12 **15.3.1** Stop all work under this Agreement on the date specified in the notice of
13 termination;

14 **15.3.2** Transfer to COUNTY and deliver in the manner as directed by
15 COUNTY any materials, reports or other products which, if the
16 Agreement had been completed or continued, would have been required
17 to be furnished to COUNTY.

18 **15.4** After termination, COUNTY shall make payment for CONTRACTOR'S
19 performed up to the date of termination in accordance with this Agreement and at
20 the rates set forth in Exhibit B, Payment Provision.

21 **15.5** CONTRACTOR'S rights under this Agreement shall terminate (except for fees
22 accrued prior to the date of termination) upon dishonesty or a willful or material
23 breach of this Agreement by CONTRACTOR; or in the event CONTRACTOR'S
24 unwillingness or inability for any reasons whatsoever to perform the terms of this
25 Agreement. In such event, CONTRACTOR shall not be entitled to any further
26 compensation under this Agreement.

27 **15.6** The rights and remedies of COUNTY provided in this section shall not be
28 exclusive and are in addition to any other rights and remedies provided by law or
under this Agreement.

1 **16. FORCE MAJEURE**

2 **16.1** Neither Party shall, be liable nor deemed to be in default for any delay or failure
3 in performance under this Agreement or other interruption of service or
4 employment deemed resulting, directly or indirectly, from acts of God.

5
6 **17. NONDISCRIMINATION AND ELIGIBILITY**

7 **17.1** CONTRACTOR shall not discriminate in the provision of services, allocation of
8 benefits, accommodation in facilities, or employment of personnel, on the basis of
9 ethnic group identification, race, color, creed, ancestry, religion, national origin,
10 physical handicap, medical condition, or sex in the performance of this
11 Agreement; and, to the extent they shall be found to be applicable hereto, shall
12 comply with the provisions of California Fair Employment and Housing Act
13 (Gov. Code 12900 et. Seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352),
14 the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et. Seq.) and all
15 other applicable laws or regulations.

16 **18. CONFLICT OF INTEREST**

17 **18.1** CONTRACTOR and CONTRACTOR'S employees shall have no interest, and
18 shall not acquire any interest, direct or indirect, which will conflict in any manner
19 or degree with the performance of services required under this Agreement.

20 **19. ALTERATION**

21 **19.1** No alteration or variation of the terms of this Agreement shall be valid unless
22 made in writing and signed by the parties hereto, and no oral understanding or
23 agreement not incorporated herein, shall be binding on any of the parties hereto.

24 **19.2** Only the County Board of Supervisors or the County Purchasing Agent may
25 authorize any alteration or revision of this Agreement. The parties expressly
26 recognize that COUNTY personnel are without authorization to either change or
27 waive any requirements of this Agreement.
28

1 **19.3** This Agreement including any attachments or exhibits, constitutes the entire
2 Agreement of the parties with respect to its subject matter and supersedes all prior
3 and contemporaneous representations, proposals, discussions and
4 communications, whether oral or in writing. This Agreement may be changed or
5 modified only by a written amendment signed by authorized representatives of
6 both parties.

7
8 **20. ASSIGNMENT/SUBCONTRACTORS**

9 **20.1** CONTRACTOR may not delegate or assign any interest in this Agreement,
10 whether by operation of law or otherwise, without the prior written consent of
11 COUNTY. Any attempt to delegate or assign any interest herein shall be deemed
12 void and of not force or effect.

13 **20.2** No contract shall be made by the CONTRACTOR with any other party for
14 furnishing any of the work or service under this Agreement without the prior
15 written approval of the COUNTY; but this provision shall not require the
16 approval of contracts of employment between the CONTRACTOR and personnel
17 assigned under this Agreement, or for parties named in the proposal and agreed to
18 under this Agreement.

19
20
21 **21. ADMINISTRATION.** The COUNTY Purchasing Agent, or designee, shall administer
22 this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the
23 liaison with CONTRACTOR in connection with this Agreement.

24
25 **22. WAIVER.**

26 Any waiver by COUNTY of any breach of any one or more of the terms of this
27 Agreement shall not be construed to be a waiver of any subsequent or other breach of the
28 same or of any other term thereof. Failure on the part of the COUNTY to require exact,

1 full and complete compliance with any terms of this Agreement shall not be construed as
 2 in any manner changing the terms hereof or stopping COUNTY from enforcement
 3 hereof.

4 **23. JURISDICTION/VENUE**

5 This Agreement shall be governed by, and construed in accordance with, the laws of the
 6 State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of
 7 the courts of the State of California for all purposes regarding this Agreement and further
 8 agrees and consents that venue of any action brought hereunder shall be exclusively in
 9 the County of Riverside, California.

10 **24. SEVERABILITY**

11 If any provision in this Agreement is held by a court of competent jurisdiction to be
 12 invalid, void or unenforceable, the remaining provisions will nevertheless continue in full
 13 force without being impaired or invalidated in any way.

14 **25. CAPTIONS AND PARAGRAPH HEADINGS.**

15 Captions and paragraph headings used in this Agreement are for convenience only and
 16 are not a part of this Agreement and shall not be used in construing this Agreement.

17 **26. NOTICES.**

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

21
 22 **COUNTY:**

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

25 **CONTRACTOR:**

26 Regional Access Project Foundation
 27 Judith Cox, Chief Executive Officer
 75105 Merle Drive, Suite 800
 Palm Desert, CA 92211

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

// /// ////

Exhibit A

Scope of Work

Regional Access Project Foundation

Rethink Your Drink Campaign

Project Period: January 1, 2013 to August 30, 2013

This AGREEMENT is made and entered into by the **County of Riverside, Nutrition Services and Regional Access Project (RAP) Foundation** for the purpose of. Funding for this contract is provided by the Riverside County Department of Public Health.

Contractor Duties:

Milestones/Activities	Timeline (Initiation- Completion by Quarter)	Identify the Activity(ies)
1. Distribution of \$46,000 to current members of the Eastern Coachella Valley Building Healthy Communities (ECVBHC) collaborative in support of the "Rethink Your Drink" campaign in the City of Coachella. ted in the Public Health Institute Scope of Work.	Q2-Q4	Award 4-8 key partner's funds for activities associated with the "Rethink Your Drink" campaign as identified in the Public Health Institute Scope of Work.
2. Coordinate with DOPH on the distribution and oversight of community partners awarded funds.	Q2-Q4	Provide DOPH with subcontract agreements and contact information to allow DOPH to monitor implementation of subcontract activities associated with the "Rethink Your Drink" campaign.

MAXIMUM COMPENSATION payable under the terms of this Agreement shall not exceed **Forty Six Thousand, Four Hundred and Sixty dollars (\$46,460).**

Exhibit B

Payment Provision

Regional Access Project Foundation

Rethink Your Drink Campaign

Project Period: January 1, 2013 to August 30, 2013

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.

MAXIMUM COMPENSATION payable under the terms of this Agreement shall not exceed Forty Six Thousand, Four Hundred and Sixty dollars (\$46,460).