

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



ITEM
3.18
(ID # 3932)

MEETING DATE:

Tuesday, April 18, 2017

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify the Agreement #17-041 between the Riverside Unified School District and the County of Riverside Department of Public Health for the 2016 Specialty Crop Block Grant Program for the period of October 1, 2016 through March 31, 2019. District: 1, 2. [\$100,014 - 100% funded by Riverside Unified School District] [4/5 vote]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute the Agreement between the Riverside Unified School District (RUSD) and the County of Riverside Department of Public Health for the 2016 Specialty Crop Block Grant Program (SCBGP), "Farm to School To Community: Riverside Fresh Produce Hub" in the amount of \$100,014 for the period of October 1, 2016 through March 31, 2019; and
2. Approve and Direct the Auditor-Controller to make a budget adjustment as detailed in Schedule A attached; and
3. Authorize the Director of Public Health or designee, as approved by County Counsel, to sign subsequent amendments that do not change the substantive terms of the agreement.

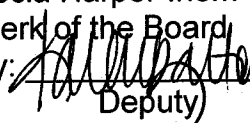
ACTION: 4/5 Vote Required, Policy


Sarah S Mack, Director of Public Health 3/30/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: April 18, 2017
xc: RUHS-Public Health, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 38,421	\$ 40,487	\$ 100,014	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% funded by the Riverside Unified School District			Budget Adjustment: Yes	
			For Fiscal Year: 16/17 – 18/19	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

Riverside Unified School District (RUSD) proposes to pilot a food hub; the first such produce distribution arrangement ever operated by a school district. If the hub works well, countless school districts will be able to develop hubs in their communities. Building on its current school food service, which features salad bars and high levels of fresh produce, RUSD proposes to develop an expanded market for growers by developing a hub that will acquire, store, and distribute fresh produce to corner stores, Women, Infants, and Children Supplemental Nutrition Program (WIC) vendors, childcare centers, and smaller school districts with limited access to fresh fruits and vegetables. RUSD and the County of Riverside Department of Public Health (CRDPH) will provide ongoing technical assistance to ensure successful storage, preparation, and marketing of produce items. The University of California's (UC) Nutrition Policy Institute (NPI) will conduct an in-depth process and outcome evaluation so that other school districts will be able to replicate the pilot.

This project will address the Specialty Crop Block Grant Program (SCBGP) priorities to increase the availability of specialty crops in homes, schools, and underserved communities; increase the capacity for small-scale specialty crop production and distribution into urban communities; and increase the demand for specialty crops through targeted market efforts. RUSD has a national reputation for exceptionally and successfully expanded use of fresh fruit and vegetables.

The County of Riverside Department of Public Health will be responsible for conducting nutrition education and outreach (media campaign) among children and adults, as well as providing technical assistance needs to school staff, corner stores, and other customers.

Impact on Residents and Businesses

The SCBGP project is expected to have an impact on residents and businesses in Riverside County.

- 1) Increase local sales of California specialty crops in Riverside County.
- 2) Ensure stakeholder guidance and oversight of all aspects of the RUSD distribution hub.
- 3) Increase children's knowledge, awareness, motivation and consumption of California specialty crops.

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- 4) Increase school food service staff ability to store and prepare specialty crops.
- 5) Increase knowledge, awareness, and consumption of specialty crops among adults.
- 6) Conduct rigorous monitoring and evaluation of this pilot effort, to assess outcomes, identify lessons learned, and inform future efforts.

SUPPLEMENTAL:

Additional Fiscal Information

The Riverside Unified School District has awarded the County of Riverside Department of Public Health Nutrition and Health Promotion Branch a 2-year and 4 months funding for the period of October 1, 2016 through March 31, 2019 in the amount of \$100,014.

Funding Period	Year 1	Year 2	Year 3	Total
County Fiscal Year	10/01/2016 - 6/30/2017	7/01/2017- 6/30/2018	7/01/2018 - 3/31/2019	
Contract Amount	\$ 38,421	\$ 40,487	\$ 21,106	\$100,014

**ATTACHMENT A.
BUDGET ADJUSTMENT**

Schedule A

2016 Specialty Crop Block Grant Program (SCBGP)

Budget Adjustment
FY 2016/2017

INCREASE APPROPRIATIONS:

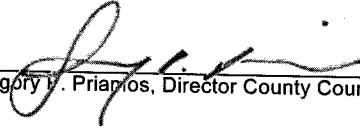
10000-4200100000-510040	Regular Salaries	\$	21,419
10000-4200100000-518100	Budgeted Benefits	\$	10,770
10000-4200100000-523800	Printing/Binding	\$	500
10000-4200100000-524500	Admin Support-Direct	\$	1,931
10000-4200100000-527780	Special Program Expenses	\$	2,626
10000-4200100000-528140	Conference/Registration Fee	\$	265
10000-4200100000-528920	Car Pool Expense	\$	275
10000-4200100000-529040	Private Mileage Reimbursement	\$	635
	Total	\$	<u>38,421</u>

INCREASE IN ESTIMATED REVENUE:

10000-4200100000-781480	Program Revenue	\$	38,421
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Total \$ 38,421



Gregory V. Priamos, Director County Counsel 3/30/2017

CLERK'S COPY

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

Thank you.

RIVERSIDE UNIFIED SCHOOL DISTRICT

AND

COUNTY OF RIVERSIDE

This Agreement, hereinafter referred to as "Agreement" is made and entered into by and between **Riverside Unified School District**, hereinafter referred to as "**DISTRICT**" and **County of Riverside** through its **Department of Public Health Nutrition Branch**, hereinafter referred to as "**COUNTY**", collectively hereinafter referred to as "Parties".

WITNESSETH:

WHEREAS, DISTRICT has received funding from California Department of Food and Agriculture (CDFA) 2016 Specialty Crop Block Grant Program (SCBGP) to implement "Farm to School to Community: Riverside Fresh Produce Hub"; and

WHEREAS, DISTRICT has desire to partner with COUNTY to provide on-going technical assistance to ensure successful storage, preparation, and marketing of produce items; and

WHEREAS, COUNTY has the availability of staff, skill, competence and resources required for the implementation of such desired activities.

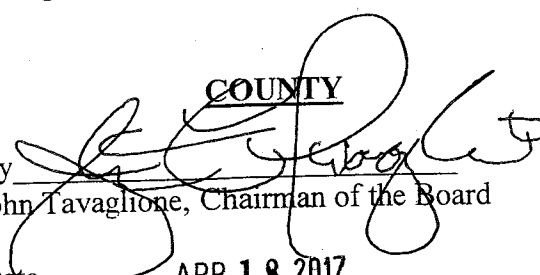
NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided in the Terms and Conditions on pages 1 through 5, Exhibit A, SCOPE OF SERVICE, consisting of two (2) pages, and Exhibit B, PAYMENT PROVISION, consisting of three (3) pages, attached hereto and incorporated herein.

DISTRICT

By _____

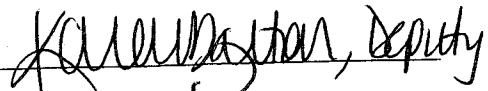
Date _____

COUNTY

By 
John Tavaglione, Chairman of the Board

Date APR 18 2017

Attest: Kecia Harper-Ihem, Clerk

By , Deputy

FORM APPROVED COUNTY COUNSEL

BY: 
NEAL R. KIPNIS DATE

APR 18 2017 3.18

TERMS AND CONDITIONS

- 1
2
3 1. **COUNTY OBLIGATIONS** - COUNTY shall provide all services as outlined and
4 specified in Exhibit A, SCOPE OF SERVICE, consisting of two (2) page(s), attached
5 hereto and by this reference incorporated herein.
- 6 2. **TERM** - The term of this Agreement shall be from October 1, 2016 through March 31,
7 2019 unless terminated as specified in sections 4, AVAILABILITY OF FUNDING, or
8 section 7 TERMINATION.
- 9 3. **COMPENSATION**- In consideration of services provided by COUNTY, DISTRICT
10 shall pay and COUNTY shall receive compensation, as set forth in Exhibit B,
11 PAYMENT PROVISIONS, not to exceed one hundred thousand, thirteen dollars and
12 eighty-two cents (\$100,013.82).
- 13
14 4. **AVAILABILITY OF FUNDING** - It is mutually agreed and understood that the
15 obligation of the DISTRICT is limited by and contingent upon the availability of the
16 DISTRICT funds for the reimbursement of COUNTY'S fees. In the event that such
17 funds are not forthcoming for any reason, DISTRICT shall immediately notify COUNTY
18 in writing.
- 19
20 5. **HOLD HARMLESS/INDEMNIFICATION**-
21 5.1 DISTRICT shall indemnify and hold harmless all the COUNTY, its agencies,
22 districts, special districts and departments, their respective directors, officers, Board of
23 Supervisors, elected and appointed officials, employees, agents and representatives from
24 any liability whatsoever, based or asserted upon any act or omission of the DISTRICT, its
25 officers, employees, subcontractors, agents or representatives arising out of or in any way
26 relating to this Agreement, including but not limited to property damage, bodily injury, or
27 death, unless due to the active negligence of COUNTY. DISTRICT shall defend, at its
28 sole cost and expense, including but not limited to attorney fees, cost of investigation,

1 defense and settlements or awards, the COUNTY, its agencies, districts, special districts
2 and departments, their respective directors, officers, Board of Supervisors, elected and
3 appointed officials, employees, agents and representatives in any claim or action based
4 upon such alleged acts or omissions.

5 **5.2** COUNTY shall indemnify and hold harmless the DISTRICT, its affiliates and
6 their respective trustees, governors, directors, officers employees, contractors,
7 subcontractors and agents from any liability, claim, damage or action whatsoever, based
8 or asserted upon any act or omission of COUNTY, its officers, employees,
9 subcontractors, agents or representatives arising out of or in any way relating to this
10 Agreement, including but not limited to property damage, bodily injury, or death, unless
11 due to the active negligence of DISTRICT, its officers, agents, employees,
12 subcontractors, agents or representatives from this Agreement. COUNTY shall defend at
13 its sole expense, all costs and fees including but not limited to attorney fees, cost of
14 investigation, defense and settlements or awards in any such action or claim against or
15 related to the DISTRICT, its affiliates and their respective trustees, governors, directors,
16 officers employees, contractors, subcontractors and agents.

17 **5.3** With respect to any action or claim subject to indemnification herein by
18 DISTRICT, DISTRICT shall, at their sole cost, have the right to use counsel of their own
19 choice and shall have the right to adjust, settle, or compromise any such action or claim
20 without the prior consent of COUNTY, provided, however, that any such adjustment,
21 settlement or compromise in no manner whatsoever limits or circumscribes DISTRICT'S
22 indemnification to COUNTY as set forth herein.

23 **5.4** With respect to any action or claim subject to indemnification herein by
24 COUNTY, COUNTY shall, at their sole cost, have the right to use counsel of their own
25 choice and shall have the right to adjust, settle, or compromise any such action or claim
26 without the prior consent of DISTRICT; provided, however, that any such adjustment,
27 settlement or compromise in no manner whatsoever limits or circumscribes COUNTY'S
28 indemnification to DISTRICT as set forth herein.

1 **5.7** The specified insurance limits required in this Agreement shall in no way limit or
2 circumscribe DISTRICT'S obligations to indemnify and hold harmless the COUNTY
3 herein from third party claims.

4 **5.8** The specified insurance limits required in this Agreement shall in no way limit or
5 circumscribe COUNTY'S obligations to indemnify and hold harmless the DISTRICT
6 herein from third party claims.

7 **5.9** In the event there is conflict between this clause and California Civil Code
8 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
9 interpretation shall not relieve neither party, in agreement herein, from indemnifying each
10 other to the fullest extent allowed by law.

11
12 **6. LIABILITY INSURANCE -** COUNTY shall procure and maintain or cause to be
13 maintained, at its sole cost and expense, the following insurance coverage's during the
14 term of this Agreement.

15 **6.1 Worker's Compensation:**

16 The COUNTY shall maintain Worker's Compensation Insurance (Coverage A) as
17 prescribed by the laws of the State of California. Policy shall include Employer's
18 Liability (Coverage B) including Occupational Disease with limits not less than
19 \$1,000,000 per person per accident.

20 **6.2 Commercial General Liability:**

21 The COUNTY shall maintain Commercial General Liability Insurance coverage,
22 including but not limited to, premises liability, contractual liability, products and
23 completed operations liability, and personal and advertising injury, covering claims
24 which may arise from or out of COUNTY'S performance of its obligations hereunder.
25 Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined
26 single limit.

27 **6.3 Vehicle Liability:**

28

1 If COUNTY'S vehicles or mobile equipment are used in the performance of the
2 obligations under this Agreement, then COUNTY shall maintain liability insurance for all
3 owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per
4 occurrence combined single limit.

5 **6.4 General Insurance Provisions- All lines:**

6 **6.4.1** It is understood and agreed to by the parties hereto and the insurance
7 company(s), that the Certificate(s) of Insurance and policies shall so
8 covenant and shall be construed as primary insurance, and the DISTRICT'S
9 insurance and/or deductibles and/or self-insured retention's or self-insured
10 programs shall not be construed as contributory.

11 **6.4.2** COUNTY shall pass down the insurance obligations contained herein to all
12 tires of subcontractors working under this Agreement.

13 **6.4.3** The insurance requirements contained in this Agreement may be met by
14 COUNTY with a program of self-insurance.

15
16 **7. TERMINATION** - Either party may terminate this Agreement, without cause, upon
17 thirty (30) working days written notice served upon the other party.

18
19 **8. FORCE MAJEURE** - In the event the parties, mentioned hereto, are unable to comply
20 with any provision of this agreement due to causes beyond their control such as acts of
21 God, acts of war, civil disorders, or other similar acts, neither Party will be held liable to
22 the other for such failure to comply.

23
24 **9. ALTERATION** - No alteration or variation of the terms of this Agreement shall be
25 valid unless made in writing and signed by the parties hereto, and no oral understanding
26 or agreement not incorporated herein, shall be binding on any of the parties hereto.
27
28

1 **10. SEVERABILITY-** If any provision in this Agreement is held by a court of competent
2 jurisdiction to be invalid, void or unenforceable, the remaining provisions will
3 nevertheless continue in full force without being impaired or invalidated in any way.
4

5 **11. JURISDICTION/ VENUE-** This Agreement shall be governed by, and construed in
6 accordance with, the laws of the State of California. Parties agrees and consents to the
7 exclusive jurisdiction of the courts of the State of California for all purposes regarding
8 this Agreement and further agrees and consents that venue of any action brought
9 hereunder shall be exclusively in the County of Riverside, California.
10

11 **12. NOTICES-** All correspondence and notices required or contemplated by this Agreement
12 shall be delivered to the respective parties at the addresses set forth below and are deemed
13 submitted one day after their deposit in the United States mail, postage prepaid:
14

15 **COUNTY:**

16 County of Riverside, Department of Public Health
17 Procurement and Logistics
4065 County Circle Drive
Riverside, CA 92503

18 **DISTRICT:**

19 Riverside Unified School District
20 6050 Industrial Avenue
Riverside, CA 92504

21 Or to such other address (es) as the parties may hereafter designate.
22

23 **[SIGNATURES ON COVER PAGE]**
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EXHIBIT A
SCOPE OF SERVICE

COUNTY shall be responsible for conducting the following nutrition education and outreach among children and adults, as well as TA to schools staff, corner stores, and other customers.

1. Nutritionist shall:

1.1 Provide TA related to nutrition requirements and produce operations of the program.

1.2 Recruit small, neighborhood markets, mobile markets, youth markets, and child care centers to participate in the DISTRICT local produce hub.

1.3 Assist in setting up the purchasing of produce.

1.4 Help small residents/families to become involved in supporting the efforts.

1.5 Help develop a promotional and educational plan to encourage residents to shop at the local markets and provide information on how to prepare the produce for quick and easy meals.

1.6 During the first year, make weekly visits to neighborhood and mobile markets to establish relationships and meet with project participants. Once established, bi-weekly or monthly visits will be made as needed to provide support and monitor progress during years two and three.

2. Health Education Assistant II shall:

2.1 Develop a media campaign for outreach and education that encourages residents to shop at the local markets and provide information on how to prepare the produce for quick and easy meals using social media and website development.

2.2 Spend six hours per week, the first three months of the grant, to prepare a media campaign and three hours per week thereafter to maintain social media and the project website.

3. Administrative Services Assistant shall:

3.1 Assist in the preparation and maintenance of the program budget and the establishment of fiscal control for the project.

1 3.2 Spend approximately two hours per week each month for 2.5 years preparing and
2 maintaining the project budget.

3 4. Office Assistant II shall:

4 4.1 Provide program-specific support.

5 4.2 Assist in the development and maintenance of data collection systems.

6 4.3 Handle phone/email contact with participating organizations,

7 4.4 Arrange meetings and trainings

8 4.5 Order supplies and materials

9 4.6 Create correspondence

10 4.7 Do the photocopies and other duties as needed.

11 4.8 Spend three hours per week providing program support and development assistance for
12 the first six months of the first year and one to two hours per week for the duration of the
13 grant thereafter.

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**EXHIBIT B
PAYMENT PROVISIONS**

COUNTY shall be compensation for services provided in Exhibit A as per the following budgets:

Personnel Budget

#	Title	Level of Effort	Funds Requested
1	Nutritionist	25% FTE	\$39,091
2	Health Education Assistant II	10% FTE	\$10,500
3	Administrative Services Assistant	2% FTE	\$2,943
4	Office Assistant II	4% FTE	\$4,251
Personnel Subtotal			\$56,785

Fringe Benefits

#	Title	Fringe Benefit Rate	Funds Requested
1	Nutritionist	50%	\$19,357
2	Health Education Assistant II	46%	\$4,837
3	Administrative Services Assistant	52%	\$1,530
4	Office Assistant II	67%	\$2,833
Fringe Benefit Subtotal			\$28,557

Travel

#	Trip Destination	Type of Expense	Unit of Measure	Number of Units	Cost per Unit	Number Claiming Expense	Funds Requested
1	Riverside, CA	Mileage	Miles	4,435	\$0.54	1	\$2,394.90
2	Riverside, CA	Mileage	Miles	60	\$0.54	1	\$32.40
Travel Subtotal							\$2,427

Trip 1 (10/2016-03/2019): Site visits, meetings, program promotion, and outreach. COUNTY employees are reimbursed \$0.54 per mile. Reimbursement will only be charged to the grant for travel from the Riverwalk offices of COUNTY or equal mileage to make site visits, attend meetings, and for program promotion and outreach to locations outside the city of Riverside. Exact locations are unknown at this time, but an average of 148 miles per month over the 2.5 year period is estimated.

Trip 2 (03-06/2017, 2018, and 3/2019): Travel to annual Grow Conference. The Grow Conference is held each spring in the city of Riverside. Travel to the annual Grow Conference gives project personnel the opportunity to learn about local small farms in the area, the crops they are growing, environmental factors that affect local crops, and to build relationships with growers as well as consumers. All knowledge gained will be reinvested back into the project to enhance the competitiveness of California specialty crops.

Equipment

No costs budgeted.

Supplies

#	Item Description	Cost per Unit	Number of Units	Acquire when?	Funds Requested
1	Banners	\$264.80	5	Year 1, 2, 3	\$1,324
2	Market Signage	\$216.66	6	Year 1, 2, 3	\$1,300
3	Recipe Cards	\$0.25	10,000	Year 1, 2, 3	\$2,500
Supplies Subtotal					\$5,124

Supply 1: To promote the use of eligible specialty crops at approved vendor sites. Banners will be hung in each corner store and used during health fairs, wellness symposiums, and summer feeding program sites to solely promote the project and eligible specialty crops.

Supply 2: To promote the sale and use of eligible specialty crops at approved markets. The end result will increase access to fruits and vegetable sin low-income neighborhoods. Market signs will be hung in each corner store.

Supply 3: Recipe cards will be used to promote specialty crops and educate customers on how to use them. The cards will also have nutrition information on them to help promote healthy eating. (Note: All recipes will incorporate 50 percent or more specialty crops. (All published health and nutrition information will comply with the regulations and policies of the Federal Trade Commission <http://www.ftc.gov/bcp/menus/resources/guidance/adv.shtm> and U.S. Food and Drug Administration <http://www.fda.gov/Food/LabelingNutrition/default.htm>. Furthermore, nutrition and health claims will be truthful, not misleading or deceptive, and include adequate disclaimers, if appropriate.) Will be used as a point of purchase and to educate and promote healthy eating of specialty crops.

Contractual

No costs budgeted.

Other

#	Item Description	Cost per Unit	Number of Units	Acquire when?	Funds Requested
1	Printed materials (flyers)	\$.25	5,000	Year 1, 2, 3	\$1,250
2	Annual Grow Conference Registration	\$250	3	Year 1, 2, 3	\$750
Other Subtotal					\$2,000

Expense 1: Necessary printed materials to promote the sale of eligible California specialty crops.

Expense 2: Registration for one staff member for three years at annual Grow Conference. The Grow Conference gives project personnel the opportunity to learn about local small farms in

1 the area, the crops they are growing, environmental factors that affect local crops, and to build
2 relationships with growers as well as consumers. All knowledge gained will be reinvested
back into the project to enhance the competitiveness of California specialty corps.

3 **Indirect Costs**

4

Total Personnel and Fringe Benefits	Indirect Cost Rate	Funds Requested
\$85,342	6%	\$5,121

5

6 **2. INVOICING**

7 COUNTY shall submit quarterly invoices for reimbursement of expenditures incurred;
8 invoices shall provide detail commensurate with that appearing in Exhibit B, Budget.

9 Invoicing shall be submitted to:

10 Riverside Unified School District
11 6050 Industrial Avenue
12 Riverside, CA 92504

13 Attn: Lynn Cashman

14 TOTAL contract amount of compensation to COUNTY shall not exceed one hundred thousand,
15 thirteen dollars and eighty-two cents (\$100,013.82).

16 /// /// ///