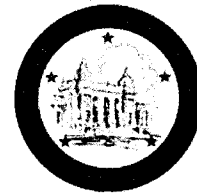


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.12
(ID # 11588)

MEETING DATE:

Tuesday, January 14, 2020

FROM: RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve Agreement No. 20-030 between Riverside Unified School District and Riverside County Department of Public Health for the 2019 Specialty Crop Block Grant Program for the Performance Period of November 1, 2019 through April 30, 2022; All Districts. [\$150,083 – 100% Federal Funds] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Agreement No. 20-030 (Agreement) between Riverside Unified School District (RUSD) and the Riverside County Department of Public Health for the 2019 Specialty Crop Block Grant Program (SCBGP), "Expansion of the RUSD Food Distribution Hub" in the amount of \$150,083 for the period of November 1, 2019 through April 30, 2022;
2. Authorize the Chair of the Board to sign three (3) originals of the Agreement on behalf of the County;

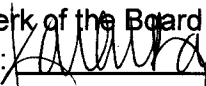
ACTION: Policy, 4/5 Vote Required


Kim Saruwatari, Director of Public Health 12/20/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Hewitt
Nays: None
Absent: Spiegel
Date: January 14, 2020
xc: RUHS-Public Health, Auditor

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

3. Direct the Auditor-Controller to make the budget adjustments per the attached Schedule A; and
4. Authorize the Director of Public Health, or designee, to take all steps necessary to implement the Agreement including, but not limited to, signing subsequent amendments that do not change the substantive terms of the Agreement, and signing all certifications, assurances, reports, or other related documents required by the Riverside Unified School District, subject to County Counsel approval.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$41,503	\$59,494	\$150,083	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Federal Funds			Budget Adjustment: Yes	
			For Fiscal Year: 19/20-21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside Unified School District (RUSD) has leveraged a successful Farm to School program, which has established relationships with local growers to develop a Food Hub serving small school districts, childcare centers, and restaurants. The Food Hub has sold \$1.5 million of California grown produce to date and is well positioned to expand to new markets. This project will increase the Food Hub's long-term sustainability by expanding its customer base to additional buyers in Riverside County, including additional school districts, charter schools, colleges and universities (seeking to comply with the University of California's 20 percent goal of sustainable produce), childcare centers, and hospitals. The project will also evaluate and disseminate outcomes and lessons learned regarding expansion and replication of this model to other interested parties, including large school districts.

RUSD has entered into an Agreement with Riverside County. Riverside County will be responsible for conducting nutrition education and outreach among children and adults; as well as school districts, corner stores, and other customers.

Impact on Residents and Businesses

The project will benefit the local growers by increasing sales and local residents by increasing access to fresh produce. Project beneficiaries breakdown are as follows:

- 1) Increase awareness of and demand for California specialty crops.
- 2) Ensure stakeholder guidance and oversight of all aspects of the RUSD distribution hub.

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

- 3) Increase children's knowledge, awareness, motivation and consumption of California specialty crops.
- 4) Increase adults' knowledge, awareness, and consumption of California specialty crops.
- 5) Increase Food Hub customer's ability to store and prepare specialty crops to those served.
- 6) Conduct rigorous monitoring and evaluation of this effort, to assess outcomes, identify lessons learned, and inform future efforts.

SUPPLEMENTAL:

Additional Fiscal Information

The Riverside Unified School District will compensate the County of Riverside, Department of Public Health Nutrition and Health Promotion Branch the amount of \$150,083 as follows:

County Fiscal Year	FY 19/20	FY 20/21	FY 21/22	Total
Budget Amount	\$ 41,503	\$ 59,494	\$ 49,086	\$ 150,083

ATTACHMENTS:

- Schedule A
- Agreement No. 20-030

SCHEDULE A

RUHS - Public Health

Budget Adjustment

Fiscal Year 2019/2020

INCREASE IN APPROPRIATIONS:

10000 - 4200100000 - 510040	Regular Salaries	\$	20,876
10000 - 4200100000 - 518100	Budgeted Benefits	\$	11,280
10000 - 4200100000 - 524500	Administrative Support-Direct	\$	2,573
10000 - 4200100000 - 527780	Special Program Expense	\$	3,889
10000 - 4200100000 - 528140	Conference/Registration Fees	\$	645
10000 - 4200100000 - 528920	Car Pool Expense	\$	907
10000 - 4200100000 - 529040	Private Mileage Reimbursement	\$	1,333
TOTAL INCREASE IN APPROPRIATIONS:			\$ 41,503

INCREASE IN ESTIMATED REVENUE:

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

10000 - 4200100000 - 762040 Fed-Health Grants	\$ 41,503
TOTAL INCREASE IN ESTIMATED REVENUES:	\$ 41,503


Misley Wang, Supervising Accountant 12/26/2019


Brianna Lantajo, Management Analyst 1/8/2020


Gregory F. Priamos, Director County Counsel 12/26/2019

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**, a political subdivision of the State of California, 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) 2019 Specialty Crop Block Grant Program (SCBGP) for the expansion the of the Riverside Unified School District Food Distribution Hub; and

WHEREAS, DISTRICT has desire to partner with COUNTY to provide on-going 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 SERVICES, consisting of two (2) page(s), and Exhibit B, PAYMENT PROVISION, consisting of one (1) page(s), attached hereto and incorporated herein.

RIVERSIDE UNIFIED SCHOOL DISTRICT

By *[Signature]*

Date 2/6/20

RIVERSIDE COUNTY

By *[Signature]*
V. MANUEL PEREZ

Date JAN 14 2020

ATTEST:
KEGIA R. HARPER, Clerk
By *[Signature]*
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY *[Signature]* 12/24/19
AMRIT P. DHILLON DATE

JAN 14 2020 3.12

TERMS AND CONDITIONS

1. **COUNTY OBLIGATIONS** - COUNTY shall provide all services as outlined and specified in Exhibit A, SCOPE OF SERVICE, attached hereto and by this reference incorporated herein.
2. **TERM** - The term of this Agreement shall be from November 1, 2019 through April 30, 2022 unless terminated as specified in sections 4, AVAILABILITY OF FUNDING, or section 7 TERMINATION.
3. **COMPENSATION**- In consideration of services provided by COUNTY, DISTRICT shall pay and COUNTY shall receive compensation, as set forth in Exhibit B, PAYMENT PROVISIONS, not to exceed one hundred fifty thousand, eighty-three dollars (\$150,083).
4. **AVAILABILITY OF FUNDING** - It is mutually agreed and understood that the obligation of the DISTRICT is limited by and contingent upon the availability of the DISTRICT funds for the reimbursement of COUNTY'S fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify COUNTY in writing.
5. **HOLD HARMLESS/INDEMNIFICATION**-
 - 5.1 DISTRICT shall indemnify and hold harmless all the COUNTY, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any act or omission of the DISTRICT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death, unless due to the active negligence of COUNTY. DISTRICT shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation,

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

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

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

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

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

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

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

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

6.1 Worker's Compensation:

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

6.2 Commercial General Liability:

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

6.3 Vehicle Liability:

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

6.4 General Insurance Provisions- All lines:

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

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

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

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

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

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

10. **SEVERABILITY-** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
11. **JURISDICTION/ VENUE-** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Parties agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Riverside, California.
12. **NOTICES-** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY:

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

DISTRICT:

Riverside Unified School District
6050 Industrial Avenue
Riverside, CA 92504

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

[SIGNATURES ON COVER PAGE]

/// /// /// ///

EXHIBIT A
SCOPE OF SERVICE

COUNTY shall be responsible for providing the following:

I. Impact

- 1) Increase awareness of and demand for California specialty crops.
- 2) Ensure stakeholder guidance and oversight of all aspects of the DISTRICT distribution hub (Riverside Food Hub).
- 3) Increase children's knowledge, awareness, motivation and consumption of California specialty crops.
- 4) Increase adults' knowledge, awareness, and consumption of California specialty crops.
- 5) Increase Riverside Food Hub customer's ability to store and prepare specialty crops to those served.
- 6) Conduct rigorous monitoring and evaluation of this effort, to assess outcomes, identify lessons learned, and inform future efforts.

II. Work Plan

- 1) COUNTY will assist DISTRICT with the project to expand its reach to new organizations (e.g. school districts, charter schools, colleges, and universities, child-care centers, and restaurants) that may be interested in purchasing specialty crops from the Food Hub. COUNTY will reach out to food service directors to provide additional information and promotional materials about the Food Hub.
- 2) COUNTY will implement outreach and educational programs to reach 5,000 students at school districts that are purchasing California specialty crops. Education may consist of taste-testing, nutrition classes, school assemblies, guest presentations from local growers and /or Harvest of the Month for students.
- 3) Nutrition education will be offered to parents of preschoolers at childcare centers, along with signage promoting local produce from the Food Hub. This work will be done in collaboration with COUNTY Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) consultants currently serving childcare centers.

- 4) In coordination with DISTRICT, COUNTY will maintain and grow a social media presence for the Riverside Food Hub on Facebook and Instagram. Social media will allow the Riverside Food Hub to connect directly with individuals, restaurants, schools, and other purchasers, sellers and interested organizations as well as grow recognition of the Food Hub and demand for the specialty crops provided by the Food Hub.
- 5) COUNTY will assist the Nutrition Policy Institute at the University of California with data collection, including pre/post surveys to assess changes in knowledge, attitudes and consumption of specialty crops among children and adults.

/// // //

EXHIBIT B
PAYMENT PROVISIONS

DISTRICT shall reimburse the COUNTY for services provided in Exhibit A.

COUNTY shall submit quarterly invoices for reimbursement of expenditures incurred; invoices shall provide detail commensurate.

Invoicing shall be submitted to:

Riverside Unified School District
6050 Industrial Avenue
Riverside, CA 92504

Attn: Nutrition Services

TOTAL contract amount of compensation to COUNTY shall not exceed one hundred fifty thousand, eighty-three dollars (\$150,083).

/// //// ////