

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



**ITEM: 3.3  
(ID # 12152)**

**MEETING DATE:**  
Tuesday, March 17, 2020

**FROM :** BOS DISTRICT 4:

**SUBJECT:** SUPERVISOR V. MANUEL PEREZ: Veterans Ride Free Funding Agreement

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

1. Approval of the Sunline Transit Agency Agreement to provide funds to transport Veterans to medical appointments in the amount of \$ 25,000.00 through June 30, 2020 and authorizes the Chairman of the Board to sign the agreement on behalf of the County
2. Authorizes the Director of the Department of Veterans Services to administer the agreement and sign any other forms, certifications, assurances, reports, or documents which are related to the agreement as required by Sunline Transit Agency and approved by the Board of Supervisors Extension of the agreement shall also be authorized and /or increase in the grant amount.

**ACTION:**

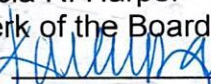
  
Supervisor V. Manuel Perez, Chairman 3/11/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 17, 2020  
xc: Supvr. Perez, Veterans Services

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

**FISCAL IMPACTS:**

Funding provided by Sunline Transit Agency for this purpose is a match of existing county funds which have been provided by Office on Aging and Veterans Services.

**BACKGROUND:**

By a vote of 5-0 the Board of Supervisors recently authorized the Veterans Ride Free program coauthored by Supervisors Hewitt and Perez. The program provides transportation or reimbursement for Veterans to go to and return from their medical appointments. This pilot program has already been transporting Veterans from around the County of Riverside to medical appointments of various types. Veterans may utilize a taxi, Sun Dial, family or friend, VSO, and or other forms of transportation approved by our Purchasing Department. A scheduler is trained and assigned to the Veterans Services office in the City of Riverside and books the transportation request when a call is received via the toll free line at 800-510-2020. Veterans are required to give the scheduler 72 hours' notice for the arranging of transportation. Veterans do not incur out of pocket expenses for this program. This pilot program will be stood down if funding runs out or it is determined that the need for such services does not exist. With the approval of this funding agreement all aspects of the program developed by 4th & 5th district staff, and county departments in concert with Sunline Transit Agency will be completed.

Veteran's Transportation Assistance Program  
FUNDING AGREEMENT TO PROVIDE FUNDS  
TO TRANSPORT VETERANS TO MEDICAL APPOINTMENTS

1. Parties and Date: This Agreement is made and entered into this 17<sup>th</sup> day of March 2020, by SunLine Transit Agency, a Joint Powers Authority, hereinafter referred to as "SunLine", and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Veterans' Services, hereinafter referred to as "Recipient".

2. Recitals:

2.1. On November 5, 2019, The County of Riverside Board of Supervisors (BOS) approved a motion to accept funding from SunLine for the purpose of transporting veterans to medical appointments at Loma Linda Veterans Administration Medical Center, the Veterans Administration Clinic in Palm Desert, or Veterans Administration-approved Community Care Providers within the County of Riverside.

2.2. SunLine agrees to provide \$25,000 to the County through the Department of Veterans' Services for this purpose on a one-time basis, using operating funds available from one-half percent Measure A sales tax proceeds.

2.3. In 2002, the voters of Riverside County approved a thirty (30) year extension of the one-half percent Measure A sales tax within Riverside County for the continued funding of transportation programs.

2.4. Recipient has prepared a proposal to provide transportation services for veterans as allowed by Measure A.

2.5. Recipient will develop a plan to provide transportation services that conform to the BOS-approved mandate, and manage implementation of the program.

3. Terms:

3.1. Services of Recipient: Definitions

A. Effective Date – This Agreement will be effective January 2, 2020, or whenever both parties sign the Agreement, whichever date comes later.

B. General Scope of Project – Recipient shall use the funds referenced in Section 2.2 above exclusively to provide transportation for veteran's in accordance with the BOS action dated November 5, 2019 (Exhibit A) not to exceed twenty-five thousand dollars (\$25,000.00). These are the entire funds that SunLine intends to provide to the Project. Any subsequent amendments to the Project scope or description or additional services to be provided are not covered by this Agreement, and the funding for any such amendments or additional services shall be the sole responsibility of Recipient unless such amendments or additional services are approved in writing by SunLine prior to the provision of

such additional services.

- C. Approval by SunLine – Any use of funds granted hereunder shall be subject to the review and approval of SunLine.
- D. Funding Reimbursement by Recipient – If it is determined pursuant to a Project Audit that any funds granted hereunder have been improperly expended, Recipient shall reimburse SunLine for the full amount of such improperly expended funds within thirty (30) days of notification.
- E. Term – The term of this Agreement shall be from the Effective Date to June 30, 2020, unless terminated at an earlier date as provided herein, or unless extended in writing by both parties.
- F. Expenditure of Funds beyond Fiscal Year – If there are remaining unspent funds allotted by SunLine for this program at the end of June 2020, Recipient may request in writing that the CEO/General Manager for SunLine authorize the remaining funds to be spent in the next fiscal year. The CEO/General Manager for SunLine will consider such a request, and, if funds from the new fiscal year budget are available to fund the balance of the SunLine funding commitment, may grant such authorization.

### 3.2 Responsibilities of Recipient

- A. Indemnification – Recipient shall defend, indemnify and hold SunLine, its directors, officials, officers, employees, and/or agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Recipient or any of its agents, employees, volunteers, or service providers (including, but not limited to, taxi companies, Uber, Lyft, and other companies or organizations providing the veteran transportation services contemplated by this Agreement) arising out of or in connection with Recipient's performance of this Agreement, including without limitation the payment of consequential damages and attorneys' fees. Further, Recipient shall defend at its own expense, including the payment of attorneys' fees, SunLine, its officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct.
- B. Standard of Care: Performance Standards-
  - A. Recipient shall implement the Project in a skillful and competent manner and in accordance with all applicable local, state, and federal laws, rules and regulations. Recipient shall be responsible to SunLine for any errors or omissions in its execution of this Agreement and the implementation of the Project.
  - B. Recipient shall meet or exceed the following performance standards for the Project:
    - i. Recipient shall adhere to the timeline set forth in this Agreement

or as subsequently directed by SunLine.

ii. Recipient shall expend SunLine financial contributions entirely.

C. Insurance – Recipient shall obtain insurance of the types and in the amounts described below and satisfactory to SunLine.

1. Commercial General Liability Insurance. Recipient shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:
  - a. Treat SunLine, its officials, officers, employees, agents, and consultants, as additional insureds with respect to performance of this Agreement. Such insured status shall contain no special limitations on the scope of its protection to the above-listed insureds.
  - b. Be primary with respect to any insurance or self-insurance programs covering SunLine its directors, officials, officers, employees, agents, and consultants.
  - c. Contain standard separation of insureds provisions.
2. Business Automobile Liability Insurance. If Recipient hires or owns any vehicle during the term of this Agreement, Recipient shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
3. Workers' Compensation Insurance. If Recipient hires one or more employees during the term of this Agreement, Recipient shall maintain workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000 per accident.
4. Certificates/Insurer Rating/Cancellation Notice.
  - a. Recipient shall, prior to receiving any funding under this Agreement, furnish to SunLine properly executed certificates of insurance, certified copies of endorsements, and policies if requested by SunLine, which shall clearly evidence all insurance required in this Section. Recipient shall not allow such insurance to be canceled, allowed to expire or be materially reduced in coverage except on thirty (30) days prior written notice to SunLine.
  - b. Recipient shall maintain such insurance during the entire term of this Agreement.
  - c. Recipient shall place insurance with insurers having an A.M. Best Company rating of no less than A-:VII (unless approved in writing by SunLine) and licensed to do business in California.

Any deductibles or self-insured retentions must be declared to SunLine. If SunLine does not approve the deductibles as presented, Recipient shall guarantee that, at the option of SunLine, either: (1) the insurer shall reduce

or eliminate such deductibles as respects SunLine, its directors, officials, officers, employees and agents; or (2) Recipient shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative defense expenses

5. Self-Insurance

- a. It is understood and agreed by both parties that the Recipient, is a self-insured public entity for purposes of addressing all lines of insurance coverage required in this agreement.

D. Accounting Records

1. Retention of Records – Recipient shall maintain complete and accurate records with respect to costs incurred and other records generated under this Agreement. All such records shall be clearly identifiable. Recipient shall allow a representative of SunLine during normal business hours to examine, audit, and make transcripts or copies of such records. Recipient shall maintain all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the expiration of the Agreement and shall allow inspection hereunder during such time.
2. Account of Funds – When requested by SunLine, Recipient shall within ten (10) days provide SunLine with a full reporting and accounting of all funds received during the term of this Agreement.
3. Project Reports – Recipient shall prepare quarterly written project status and accounting reports regarding work performed under this Agreement. These reports shall be provided to SunLine for review and comment.

4. SunLine's Responsibilities

4.1. Disbursement of Funds - SunLine shall disburse up to a total of \$25,000 by June 30, 2020. SunLine shall disburse funds monthly within fifteen (15) days of the completion of the monthly reimbursement form.

5. General Provisions

5.1 Termination of Agreement - Either party may terminate the whole or any part of this Agreement at any time by giving written notice to the other party, and specifying the effective date thereof.

5.2 Delivery of Notices – All notices required under this Agreement shall be given to the respective parties at the follow address, or at such other address as the respective parties may provide in writing for this purpose:

SunLine Transit Agency  
35-505 Harry Oliver Trail  
Thousand Palms, CA 92276  
Attn: Luis Garcia, Interim CFO

Riverside County Department of Veterans' Services  
4360 Orange St.  
Riverside, CA 92501  
Attn: Grant Gautsche

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Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the US mail.

5.3 Attorneys' Fees: If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suits.

5.4 Entire Agreement – This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified in writing and signed by both parties.

5.5 Governing Law- This Agreement shall be governed by the laws of Riverside County and the State of California.

5.6 Time of Essence – Time is of the essence for each and every provision of this Agreement.

5.7 Successors and Assigns – This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Recipient without the prior written consent of SunLine.

5.8 Administration –

- A. SunLine's CEO/General Manager, or her designee, shall administer this contract on behalf of SunLine.
- B. The Director of the Riverside County Department of Veterans' Service, or his designee, shall administer this contract on behalf of the Recipient.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date herein above.

SUNLINE TRANSIT AGENCY

RIVERSIDE COUNTY DEPARTMENT OF VETERANS' SERVICES

By:   
Lauren Skiver, CEO/General Manager

  
V. MANUEL PEREZ, Chairman

FORM APPROVED COUNTY COUNSEL  
BY:  2/18/20  
DANIELLE D. MALAND DATE


ATTEST:  
KECIA R. HARPER, Clerk  
By:   
DEPUTY



EXHIBIT A

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



ITEM: 3.35  
(ID # 11261)

MEETING DATE:

Tuesday, November 5, 2019

**FROM :** SUPERVISOR JEFF HEWITT AND SUPERVISOR V. MANUEL PEREZ :

**SUBJECT:** SUPERVISOR HEWITT AND SUPERVISOR PEREZ: Authorization to Accept funds from Sunline Transit Agency [\$0]

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

1. Accept funds in the amount not to exceed \$ 55,000.00 for the current fiscal year from the Sunline Transit Agency, a Joint Powers Authority;
2. Mandates the Director of Veterans Services utilize these funds solely to transport Veterans to medical appointments at Loma Linda Veterans Administration Medical Center, the Veterans Administration Clinic in Palm Desert, or Veterans Administration approved Community Care Providers within the County of Riverside;
3. Mandates the Director of Veterans Services to allow use of funding for fees for Taxi Service, Sun Dial, Privately Operated Vehicles, and other modes of transportation;
4. Mandates the Director of Veterans Services and Director of Office on Aging to establish an Intradepartmental Memorandum of Understanding to support transportation services for veterans;
5. Mandates these funds be utilized to transport Veterans who meet age requirements and needs assessments;
6. The Director of Veterans Affairs shall report to the Executive Office Human Services Analyst with regard to Veteran utilization of this program on a quarterly basis; and
7. Mandates this program be fully operational no later than January 2, 2020.

**ACTION:Policy**

  
Supervisor V. Manuel Perez, Supervisor 11/1/2019

  
Supervisor Jeff Hewitt, Supervisor 11/1/2019

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STATE OF CALIFORNIA

MINUTES OF THE BOARD OF SUPERVISORS

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

**BACKGROUND:**

The issue of Veterans Transportation to medical appointments has been brought to the attention of the 4<sup>th</sup> District since 1999. This challenge has yet to be addressed and or resolved. Prior efforts to resolve this important issue have been unsuccessful. Recently 4<sup>th</sup> & 5<sup>th</sup> District voters approved Measure A funds and did authorize those proceeds to be utilized for Veterans Transportation. This joint effort by the County and Sunline Transit Agency is a step in the long journey of providing transportation to Veterans who need a ride to such appointments and meet the qualifications and eligibility established by federal, state, and county partners. The Intradepartmental MOU will establish all guidelines and regulations. Development of this Intradepartmental MOU has been in progress for the past 120 days. Support for this program is important to assist those Veterans who have served our nation in times of war and peace.

**FISCAL IMPACTS:**

Sunline is providing funds to the County in an amount not to exceed \$ 55,000.00 of which will provide the financial underpinning for this program. County funds may also be used to support this program, as available.