

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



ITEM: 3.48

(ID # 13124)

MEETING DATE:

Tuesday, August 04, 2020

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Contract for Professional Services Agreement between California Baptist University and the County of Riverside, Agreement No. LAC-2019, to Provide Calls for Services, Educational Training and Seminars to Decrease Youth Drug Use within Jurupa Valley, District 2. [\$4,000 – 100% Contract Revenue from California Baptist University], 4/5 vote.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Contract for Professional Services (LAC-2019) between the California Baptist University and the County of Riverside for joint training and education services with a term beginning April 1, 2020 and terminating October 30, 2020 for a total contract amount of \$4,000;
2. Authorize the Chairman of the Board of Supervisors to execute the attached Contract for Professional Services;
3. Authorize the Sheriff, or designee, to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the agreement, as approved by County Counsel;
4. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BR 21-002

ACTION: 4/5 Vote Required, Policy

  
Donald Sharp, Assistant Sheriff 7/22/2020

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: August 4, 2020  
xc: Sheriff, Auditor

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 4,000	\$ 4,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Contract Revenue from California Baptist University			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> FY 19/20 -20/21	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On October 30, 2019 California Baptist University (CBU) was awarded a fiscal year 2019 Drug-Free Communities Program (DFC) grant in the amount of \$125,000 from the Substance Abuse and Mental Health Services Administration (SAMHSA) for the Healthy Jurupa Valley Drug Free Communities Project, in an effort to decrease youth drug use in Jurupa Valley. CBU has allocated \$4,000 to the Riverside County Sheriff's Jurupa Valley Station's (Jurupa Valley Station) to support to the coalition's overall objectives in the reduction of youth substance abuse in Jurupa Valley.

The Healthy Jurupa Valley Drug Free Communities Coalition's (Coalition) mission is to create an engaged, healthy and drug free community, serving as a direct liaison between residents, community partners and local government officials to plan, implement and evaluate policies and strategies to reduce youth substance use. Over the past six years, the coalition has maintained strong partnerships with members from the fields of public health, education, law enforcement and youth services growing to over 136 active members in 2019. Through the expertise of its members and staff and with DFC funding from SAMHSA, the coalition has directly influenced the passing of two citywide ordinances to reduce access to drugs, including the installation of one prescription drug take back box. The coalition's initiatives have afforded thousands of residents with numerous informational sessions and other activities, resulting in an increase in the youths' perception of risk, and a reduction in parent approval toward youth substance use, resulting in an overall 10% decrease in overall drug use from 2016 to 2018. Despite these successes, evaluation data reveals that 21% of students in Grades 7-12 still report using alcohol, tobacco or other drugs with an 8% increase in marijuana use. As a result, there is a clear need for the coalition to continue its work to reduce youth substance use. Funding will be used to implement evidence-based drug prevention programs in area schools, to establish city policies to reduce alcohol and opioid use and overdoses and create programmatic and financial sustainability for the coalition by strengthening partnerships throughout the community.

In partnership with CBU, the Jurupa Valley Sheriff's Station will complete the following activities:



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1. Train community members to utilize Narcan Nasal Spray to reduce the risk of opioid overdose-related deaths, including implementation policy directives to train community members to recognize an opioid overdose and use naloxone to intervene to reduce the risk of an opioid overdose.
2. Install a prescription drug drop box to encourage proper disposal of prescription drugs, to reduce youth community access to unused prescription medication.
3. Develop a city-wide Social Host Ordinance prohibiting underage drinking and marijuana use by anyone who knowingly hosts parties where minors are provided alcohol or marijuana on property that adults own, lease or otherwise control; providing civil and criminal penalties for anyone allowing minors (under 21) to drink alcohol or ingest marijuana.
4. Track and respond to calls for service related to youth alcohol and drug use.

In addition, the coalition and the Jurupa Valley Station will jointly provide training to educate the community about Narcan Nasal Spray. Participation in training will be voluntary, and training curriculum will be reviewed by Ben Clark Training Center to ensure it is consistent with the Department's standards Narcan usage.

**Impact on Residents and Businesses**

The agreement between California Baptist University and Healthy Jurupa Valley Drug Free Community Project is a collaborative effort to bring down drug use in Jurupa Valley. Both will jointly provide education to safely dispose of unused prescription drugs properly at a secured and easy access location. Furthermore, the grant will provide financial relief in the efforts to educate youth and business owners on youth alcohol consumption.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The Department estimates receiving revenue for FY 20/21 in the amount of \$4,000. The estimated cost was not included its budget; therefore, a budget adjustment is required.

**Attachments:**

1. Schedule A – Budget Adjustment
2. Four (4) Professional Service Agreements

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**Schedule A**

**Sheriff's Department**

**Increase Appropriations:**

10000-2500300000-510420	Overtime	\$3,635
10000-2500300000-518080	Other Budgeted Benefits	<u>365</u>
	<b>TOTAL</b>	<b>\$4,000</b>

**Increase Estimated Revenues:**

10000-2500300000-781260	Budget Reimbursement	\$4,000
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Paul A. Angulo, County Auditor-Controller 7/21/2020

  
Cherilyn Williams 7/28/2020

  
Gregory F. Priamos, Director County Counsel 7/20/2020



## Contract for Professional Services ("AGREEMENT")

Institution/Organization ("UNIVERSITY")

Name: California Baptist University

Address: 8432 Magnolia Avenue Riverside, CA 92504

Period of Performance: 04/01/2020 to 10/30/2020

Contact Info: Dr. Robert LaChausse at (951) 552-8484  
Angelica Diaz at (951) 343-4827

Institution/Organization ("CONTRACTOR")

Name: County of Riverside, on Behalf of its Sheriff's Department

Address: 4095 Lemon Street Riverside, CA 92501

EIN No.: 95-6000930

Amount Not to Exceed: \$4,000.00

Agreement Number: LAC-2019

Contact Info: Lieutenant Danny Young at (951) 955-2600

### General Terms and Conditions

University and Contractor do hereby enter into a contract under the following terms and conditions:

1. Services - The statement of work and payment terms for this Agreement are as shown in Attachment 1, which is attached hereto and incorporated herein by reference. Maximum payments by University to Contractor under this Agreement shall not exceed Four Thousand Dollars (\$4,000.00), including all expenses.

2. Status of Contractor - In its performance of services under this Agreement, Contractor shall be considered as an independent contractor and not an employee or agent of University. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship, or to allow University to exercise control or direction over the manner or method in which Contractor or Contractor Professionals perform the Professional Services which are the subject matter of this Agreement.

3. Ownership - All records, reports, documents and other material delivered or transmitted to Contractor by University shall remain the property of University and shall be returned to University at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of University and shall be returned by Contractor to University at termination or expiration of this contract.

4. Records & Audit - Both parties agree to retain this Agreement (including all amendments and Supplements hereto) and any of their books, documents, and records, which may serve to verify the costs of this Agreement for a period of three (3) years after the services contemplated herein, have been performed. Contractor shall allow the University or University's contractor to access, inspect, examine and reproduce any and all contract, financial records or other records related to this Agreement in the custody of Contractor during normal business hours or at any other time deemed reasonable by the parties and otherwise as required by law.

5. Confidentiality - Contractor hereby warrants that it shall comply with all applicable Federal and State laws, rules and regulations concerning confidentiality.

6. Term & Termination - The term of this Agreement shall be April 1, 2020 through October 30, 2020. Either party may terminate this Agreement without cause upon thirty (30) days written notice served upon either the University or Contractor stating the extent and effective date of termination. However, no termination will relieve Contractor of the obligations and restrictions applicable to this Agreement. As of the effective date of termination of this Agreement neither party shall have any further rights, or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; or (c) arising as a result of any breach of this Agreement. University may cancel this Agreement upon ten (10) days written notice for any reason, provided that Contractor shall be paid for satisfactory services rendered under this Agreement prior to the effective date of its cancellation.

7. Civil Rights - Contractor agrees to comply with all applicable provisions of state and federal constitutions, laws, regulations and judicial orders pertaining to non-discrimination and equal employment opportunity.

8. Liability - Each party shall be liable for any claims, acts, actions, demand or damages arising out of its negligence or willful misconduct.

9. Indemnity - Both University and the Contractor agrees to indemnify and hold harmless either party officers, agents and employees, from any claims of third parties arising out of any act or omission of the University/Contractor in connection with the performance of this agreement to the extent permitted by law.

10. Assignment - Contractor shall not assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the University, which shall be not unreasonably withheld.

11. Amendments - It is understood by both parties that this agreement may be modified or amended only by written agreements signed and duly approved by those representatives of both parties so authorized to enter into agreements, and that no amendment or modification shall take effect until so approved by all parties to the agreement.

12. Taxes & Disclosure of Social Security Number - Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement shall be Contractor's obligation and identified under EIN number as shown above. Contractor agrees to provide Contractor's Social Security or EIN Number on this Agreement. This number will be used for tax reporting and administrative purposes. The disclosure for the first use is mandatory; disclosure for the last use is voluntary.

13. Force Majeure - Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, non-appropriation, strikes or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party.

14. Severability - The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforcement of any other term provision.


15. The continuation of this Agreement is contingent upon the continued receipt of external grants funds from U.S. Department of Health and Human Service (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Grant Number 2H79SP021394-06.

16. Choice of Law - This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with California law.


17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By:   
Susanna Oh  
Deputy County Counsel

University  
BY:  Date: 7/15/2020  
Mark Howe, Vice President for Finance & Administration

CONTRACTOR  
By:  Date: AUG 04 2020  
V. Manuel Perez  
Chairman, Riverside County Board of Supervisors

ATTEST:  
KECIA R. HARPER, Clerk  
By:   
DEPUTY

Sheriff  
BOS 8/4/20  
MTg 13124  
attachment #2

AUG 04 2020 3.48



## Attachment 1 – Scope of Work & Payment Terms

### 1. Scope of Work

Contractor hereby agrees to furnish the following services:

Riverside County Sheriff-Jurupa Valley Division will provide technical assistance, including current data trends on enforcement of ordinances, and assistance with writing alcohol-related policies.

Under direction of the University's Project Director (PD), the Riverside County Sheriff's (RCS) Jurupa office will provide technical assistance (in a timely and appropriate manner) on drug prevention efforts related to the objectives of the Healthy Jurupa Valley Drug Free Communities Project:

**Objective 1:** Assist the PD to develop policies and procedures to equip and train RCS Jurupa Station deputies with Narcan Nasal Spray; to reduce the risk of opioid overdose-related deaths. Including (but not limited to) developing a training schedule and providing data for opioid-related calls-for-service.

**Objective 2:** Assist the PD to develop procedures and support the installation of a second prescription drop box (location TDB); to reduce youth and community access to unused prescription medication. Continue proper disposal of current prescription drop box materials, and provide related data to PD.

**Objective 3:** Assist and support the PD (and its partners) to develop a city-wide Social Host Ordinance (SHO); to decrease youth alcohol use, and increase the consequence of providing alcohol to minors. Including (but not limited to) providing data related to youth-alcohol use (i.e., party patrols, sales to minors, SHO-related calls-for-service).

### 2. Payment Terms

- a. In consideration of the services described in Attachment 1, University hereby agrees to reimburse the Contractor:  
A maximum amount not to exceed \$4,000, based on actual expenditures, billable at the rate of \$85.04 per hour.
- b. Invoicing Requirements:
  - i. Contractor shall submit invoices to University on a monthly basis for actual expenditures (billable hours) from the prior month.
  - ii. Invoices shall include: date(s) of when service was provided, amount of hours worked, billable rate, and brief description of activities conducted and progress toward Healthy Jurupa Valley Coalition objectives.
  - iii. Invoices shall appear on Contractor letterhead and be addressed to Angelica Diaz, referencing the Agreement LAC-2019.
  - iv. Invoices shall be submitted via email to: [ori@calbaptist.edu](mailto:ori@calbaptist.edu)

**Attachment 2A**  
**Contract Agreement**  
**Pass-Through Entity (PTE) Contacts**

Contract Number:

LAC-2019

**Pass-Through Entity (PTE)**

PTE Name: California Baptist University

Address: 8432 Magnolia Ave.

City: Riverside

State: CA

Zip Code+4: 92504-3206

Zip Code [Look-up](#)

**PTE Administrative Contact**

Name: Angelica Diaz, Director of Research Initiatives

Address: 8432 Magnolia Ave.

City: Riverside

State: CA

Zip Code: 92504-3206

Telephone: 951-342-4827

Email: [adiaz@calbaptist.edu](mailto:adiaz@calbaptist.edu)

COI Contact email (if different to above):

**PTE Project Director**

Name: Robert LaChausse, Ph.D.

Address: 8432 Magnolia Ave.

City: Riverside

State: CA

Zip Code: 92504-3206

Telephone: 951-552-8484

Email: [rlachausse@calbaptist.edu](mailto:rlachausse@calbaptist.edu)

**PTE Financial Contact**

Name: Jackie Stilwell, Director of Accounting

Address: 8432 Magnolia Ave.

City: Riverside

State: CA

Zip Code: 92504-3206

Telephone: 951-343-4329

Email: [jstilwell@calbaptist.edu](mailto:jstilwell@calbaptist.edu)

Email invoices? ☒ Yes ☐ No Invoice email (if different): [ori@calbaptist.edu](mailto:ori@calbaptist.edu)

Invoice Address (if different):

**PTE Authorized Official**

Name: Mark Howe, Vice President for Finance and Administration

Address: 8432 Magnolia Ave.

City: Riverside

State: CA

Zip Code: 92504-3206

Telephone: 951-343-4998

Email: [mhowe@calbaptist.edu](mailto:mhowe@calbaptist.edu)

Central email:



**Attachment 2B****Contract Agreement  
Contractor Contacts**

Contract Number:

LAC-2019

**Contractor Place of Performance**

Name:

Address:

City:  State:  Zip Code+4:  Zip Code [Look-up](#)

EIN No.:  DUNS:  Parent DUNS:

Institution Type:  Congressional District:

Is Contractor currently registered in [SAM.gov](#)? ☒ Yes ☐ No

Is Contractor exempt from reporting executive compensation? ☒ Yes ☐ No If no, complete 3B, page 2

**Contractor Administrative Contact**

Name:

Address:

City:  State:  Zip Code:

Telephone:  Email:

**Contractor Project Director**

Name:

Address:

City:  State:  Zip Code:

Telephone:  Email:

**Contractor Financial Contact**

Name:

Address:

City:  State:  Zip Code:

Telephone:  Email:

Central email:  Is this the remittance address? ☒ Yes ☐ No

Remittance Address (if different):

**Contractor Authorized Official**

Name:

Address:

City:  State:  Zip Code:

Telephone:  Email:

Central email: