

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



**ITEM: 3.28**  
**(ID # 18150)**

**MEETING DATE:**

Tuesday, June 07, 2022

**FROM :** HOUSING AND WORKFORCE SOLUTIONS:

**SUBJECT:** HOUSING AND WORKFORCE SOLUTION (HWS) / COMMUNITY ACTION PARTNERSHIP (CAP): Ratify and Approve the Professional Services Agreement between HWS/CAP and the Desert Recreation District (DISTRICT) for Implementation of CSBG-Funded Project L.E.A.D. (After-School Program) for One Year through December 31, 2022; District 4. [\$13,350 - 100% CSBG Funds]

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

1. Ratify and Approve the Professional Services Agreement for Project L.E.A.D. (Linking Education, Advocacy and Development) by and between the County of Riverside's Community Action Partnership and Desert Recreation District (Agreement) for \$13,350 in Community Service Block Grant (CSBG) funding to provide CAP clients with needed after-school services;
2. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to execute the Agreement between the County and Desert Recreation District; and
3. Authorize the Director of HWS, or designee, to take all necessary steps to implement the Agreement, including but not limited to, signing subsequent necessary and relevant documents related to the Agreement and amendments to the Agreement that increase the Agreement amount no more than twenty percent (20%), subject to approval as to form by County Counsel.

**ACTION:Policy**

  
Heidi Marshall, Director 3/17/2022

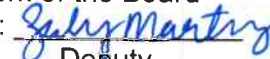
---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, 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: June 7, 2022  
xc: HWS/CAP

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<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>	\$13,350	\$0	\$13,350	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> CSBG Funds 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 21/22	

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

**BACKGROUND:**

**Summary**

Annual Award of CSBG Funds

The State of California’s Department of Community Services and Development (CSD) sponsors the Community Services Block Grant (CSBG) program. This program provides local agencies with the financial resources to handle several community services for their low and very low-income clients and/or to increase agency capacity.

The County of Riverside’s Community Action Partnership (CAP) has utilized CSBG funds for the administration and operation of community-based programs designated to reduce poverty, revitalize low-income communities, and empower low-income families and individuals residing in Riverside County. One such program is Project L.E.A.D. (Linking Education, Advocacy and Development). This program recruits, trains and deploys mentors/tutors to assist students enrolled in after-school programs at middle schools in the city of Riverside. In 2015, Project L.E.A.D. in partnership with the Desert Recreation District (DRD), expanded to eastern Coachella Valley to provide Project L.E.A.D. services to three different communities in high poverty populations residing in Thermal, Mecca and North Shore for students from kindergarten through 12<sup>th</sup> grade. Students in Project L.E.A.D. receive recreation and character development, arts and crafts, homework assistance, reading programs and civic engagement.

Community Action and Desert Recreation District have been in partnership with Project L.E.A.D. for seven (7) years providing these important learning skills to the students originally starting with one (1) site in 2015 in Thermal, then expanded to Mecca in 2016, and then to North Shore in 2021.

Last school year 2020-2021 all schools were closed to traditional learning due to COVID. DRD was able to provide Distance Learning at their community centers with a maximum of 10 students per site and follow COVID Policies and Procedures (six-foot distance, masks, sanitation, etc.). A total of 30 students were able to receive computer technical assistance,

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

adult supervision, classwork assistance and resume to their afterschool program. All 30 students successfully promoted to their next grade level.

Current school year 2021-2022 DRD currently has/expects the following to be enrolled in after-school programs:

Thermal: 218

Mecca: 270

North Shore: 213

CSBG funds support Project L.E.A.D. to positively impact students on a daily basis, boosts their academic enrichment, reading levels and self confidence that they can do the work and promote to the next grade level.

The Agreement between DISTRICT and CAP is memorialized in the Professional Services Agreement (Agreement), attached hereto as Attachment "A", which sets forth the terms of Project L.E.A.D. and has been approved as to form by County Counsel. The term of this Agreement is for one (1) year with an option to renew for two (2) more years.

**Impact on Residents and Businesses**

Low-income residents of Eastern Riverside County will have access to after-school services.

**Additional Fiscal Information**

No County General Funds would be required.

**ATTACHMENT:**

Attachment A – Professional Services Agreement (3)

  
\_\_\_\_\_  
Branna Lontajo, Principal Management Analyst

6/1/2022

  
\_\_\_\_\_  
Cynthia M. Guarez, Chief Deputy County Counsel

5/12/2022

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

1  
2 **PROFESSIONAL SERVICES AGREEMENT**

3  
4 **For**

5 **Project L.E.A.D**  
6 **(Linking Education, Advocacy and Development)**

7 **By and Between**

8 **The County of Riverside's Community Action Partnership**

9 **and**

10 **The Desert Recreation District**  
11



JUN 07 2022 3.28

1 THIS PROFESSIONAL SERVICES AGREEMENT FOR PROJECT L.E.A.D  
2 ("Agreement"), is made and entered into this 1st day of January, 2022 by and between  
3 the DESERT RECREATION DISTRICT, a political subdivision of the State of California,  
4 ("CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State  
5 of California, on behalf of its Community Action Partnership agency, ("CAP"). The parties  
6 agree as follows:

7  
8 **1. Description of Services**

9 **1.1** CONTRACTOR shall provide CAP with the following services as outlined  
10 and specified in the Scope of Service, attached hereto as Exhibit "A" and incorporated  
11 herein by this reference.

12 **1.2** CONTRACTOR represents that it has the skills, experience, and  
13 knowledge necessary to fully and adequately perform under this Agreement, and CAP  
14 relies upon this representation. CONTRACTOR shall perform to the satisfaction of CAP,  
15 and CONTRACTOR shall perform the services and duties in conformance to and  
16 consistent with the standards generally recognized as being employed by professionals  
17 in the same discipline in the State of California. CONTRACTOR further represents and  
18 warrants to CAP that it has all licenses, permits, qualifications and approvals of whatever  
19 nature are legally required to practice its profession. CONTRACTOR further represents  
20 that it shall keep all such licenses and approvals in effect during the term of this  
21 Agreement.

22 **1.3** CONTRACTOR affirms that it is fully apprised of all the services to be  
23 performed under this Agreement; and CONTRACTOR agrees it can properly perform this  
24 service for the total amount stated in Paragraph 3.1. CONTRACTOR shall not perform  
25 services or provide products that are not set forth in this Agreement, unless by prior written  
26 request of CAP.

1           **1.4** Acceptance by CAP of CONTRACTOR'S performance under this Agreement  
2 does not operate as a release of CONTRACTOR'S responsibility for full compliance with the  
3 terms of this Agreement.  
4

5           **2.       Period of Performance**

6           **2.1** This Agreement shall commence upon signature of this Agreement by both  
7 parties and continue in effect through December 31, 2022 with an option to renew  
8 annually for two (2) consecutive years or until all funds are expended whichever occurs  
9 first, unless earlier terminated pursuant to Paragraph 5 below.

10          **2.2** CONTRACTOR shall commence performance upon execution by both  
11 parties and shall diligently and continuously perform thereafter.  
12

13          **3.       Compensation**

14          **3.1** CAP shall pay CONTRACTOR for services performed, products provided,  
15 and expenses incurred in accordance with the Scope of Service attached hereto as  
16 Exhibit "A", Project L.E.A.D. Maximum payment by CAP to CONTRACTOR for the  
17 services provided herein, shall not exceed THIRTEEN THOUSAND THREE HUNDRED  
18 AND FIFTY DOLLARS (\$13,350), including all expenses, ("Contracted Amount").

19          CAP shall not be responsible for any fees or costs incurred above or beyond the  
20 aforementioned Contracted Amount and CAP shall have no obligation to purchase any  
21 specified amount of services or products, unless agreed to in writing by CAP pursuant  
22 to Paragraph 4 below. CONTRACTOR shall not be entitled to any additional fees for any  
23 of the services provided, other than those set forth below.

24          No compensation shall be allowed for administrative, overhead, insurance, word  
25 processing (normal or overflow secretarial time or overtime, or computer time or service)  
26 and related expenses.

27          **3.2** The maximum amount payable to the CONTRACTOR pursuant to this  
28 Agreement shall not exceed \$13,350.



1           **3.5**    CONTRACTOR acknowledges and agrees that this Agreement and the  
2 provision of services hereunder is nonexclusive and that the CAP may enter into similar  
3 agreements with other entities for the provision of similar services.

4           **3.6**    The CONTRACTOR agrees that if, during the period of performance, CAP  
5 determines that the total Contracted Amount will not be expended, CAP, in its sole and  
6 absolute discretion, reserves the right to reduce the Contracted Amount, as determined  
7 by a review of CONTRACTOR'S invoices. Any reductions will be made in accordance  
8 with the terms outlined below in Paragraph 4 and/or Paragraph 5.

9  
10 **4.    Alteration or Changes to the Agreement**

11           **4.1**    No alteration or variation of the terms of this Agreement shall be valid  
12 unless made in writing and signed by the parties hereto, and no oral understanding or  
13 agreement not incorporated herein shall be binding on any of the parties hereto. No  
14 additional services shall be performed by CONTRACTOR without a written amendment  
15 to this Agreement.

16           **4.2**    CONTRACTOR understands that the Contracts & Grants Analyst or  
17 Executive Director are the only authorized representatives who may at any time, by  
18 written order, make any alterations within the general scope of this Agreement.

19           **4.3**    Any claim by the CONTRACTOR for additional payment related to this  
20 Agreement shall be made in writing by the CONTRACTOR within 30 days of when the  
21 CONTRACTOR has or should have, notice of any actual or claimed change in the Scope  
22 of Service, which results in additional and unanticipated cost to the CONTRACTOR. If  
23 the Contracting Officer decides that the facts provide sufficient justification, he may  
24 authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in  
25 this Paragraph 4 shall excuse the CONTRACTOR from proceeding with performance of  
26 the Agreement even if there has been a change in the Scope of Service.

27  
28 **5.    Termination**



1           **5.1** CAP may, by written notice to CONTRACTOR, terminate this Agreement in  
2 whole or in part at any time. Such termination may be for CAP'S convenience or because  
3 of CONTRACTOR'S failure to perform its duties and obligations under this Agreement  
4 including, but not limited to, the failure of CONTRACTOR to timely perform services  
5 pursuant to this Agreement, including, but not limited to the Scope of Service attached  
6 hereto as Exhibit "A" and the Project L.E.A.D. services.

7           **5.2** Discontinuance of Services. Upon Termination, CONTRACTOR shall,  
8 unless otherwise directed by the notice, discontinue all services and deliver to CAP all  
9 data, estimates, graphs, summaries, reports, and other related materials as may have  
10 been prepared or accumulated by CONTRACTOR in performance of services, whether  
11 completed or in progress.

12           **5.3** Effect of Termination for Convenience. If the termination is to be for the  
13 convenience of CAP, then CAP shall compensate CONTRACTOR for services  
14 satisfactorily provided through the date of termination. CONTRACTOR shall provide  
15 documentation deemed adequate by CAP to show the services actually completed by  
16 CONTRACTOR prior to the date of termination. This Agreement shall terminate thirty  
17 (30) days following receipt by CONTRACTOR of the written notice of termination.

18           **5.4** Effect of Termination for Cause. If the termination is due to the failure of  
19 CONTRACTOR to fulfill its obligations under this Agreement, CONTRACTOR shall be  
20 compensated for those services which have been completed in accordance with this  
21 Agreement and accepted by CAP. In such case, CAP may take over the work and  
22 prosecute the same to completion by contract or otherwise. Further, CONTRACTOR  
23 shall be liable to CAP for any reasonable additional costs incurred by CAP to revise work  
24 for which CAP has compensated CONTRACTOR under this Agreement, but which the  
25 CAP has determined in its sole discretion needs to be revised in part or whole to  
26 complete the project. Prior to discontinuance of services, CAP may arrange for a  
27 meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take  
28 to adequately fulfill its requirements under this Agreement. In its sole discretion, CAP

1 may propose an adjustment to the terms and conditions of the Agreement, including the  
2 contract price. Such contract adjustments, if accepted in writing by the parties, shall  
3 become binding on CONTRACTOR and shall be performed as part of this Agreement.  
4 In the event of termination for cause, unless otherwise agreed to in writing by the parties,  
5 this Agreement shall terminate seven (7) days following the date the notice of termination  
6 was mailed to CONTRACTOR. Termination of this Agreement for cause may be  
7 considered by CAP in determining whether to enter into future agreements with  
8 CONTRACTOR.

9 **5.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S  
10 rights under this Agreement shall terminate (except for fees accrued prior to the date of  
11 termination) upon dishonesty, or a willful or material breach of this Agreement by  
12 CONTRACTOR, or in the event of CONTRACTOR'S unwillingness or inability for any  
13 reason whatsoever to perform the duties hereunder, or if the Agreement is terminated  
14 pursuant to this Paragraph 5. In such event, CONTRACTOR shall not be entitled to any  
15 further compensation under this Agreement.

16 **5.6** If this Agreement is federally or State funded, CONTRACTOR cannot be  
17 debarred from the System for Award Management (SAM). CONTRACTOR must notify  
18 CAP immediately of a debarment. Reference: System for Award Management (SAM) at  
19 <https://www.sam.gov> for the Central Contractor Registry (CCR), Federal Agency  
20 Registration (FedReg), Online Representations and Certifications Application, (ORCA)  
21 and Excluded Parties List System (EPLS). (Executive Order 12549, 7 CFR Part 3017,  
22 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the  
23 Official U.S. Government system that consolidated the capabilities of CCR, FedReg,  
24 ORCA, and EPLS.

25 **5.7** The rights and remedies of CAP provided in this Paragraph 5 shall not be  
26 exclusive and are in addition to any other rights and remedies provided by law or this  
27 Agreement.

28

1 **6. Ownership/Use of Contract Materials and Products**

2 CONTRACTOR agrees that all materials, reports, or products in any form, including  
3 electronic, created by CONTRACTOR for which CONTRACTOR has been compensated  
4 by CAP pursuant to this Agreement shall be the sole property of CAP. The material,  
5 reports or products may be used by CAP for any purpose that CAP deems to be  
6 appropriate, including, but not limit to, duplication and/or distribution within CAP or to third  
7 parties. CONTRACTOR agrees not to release or circulate in whole or part such materials,  
8 reports, or products without prior written authorization of CAP.  
9

10 **7. Conduct of Contractor**

11 **7.1** CONTRACTOR covenants that it presently has no interest, including but  
12 not limited to, other projects or independent contracts, and shall not acquire any such  
13 interest, direct or indirect, which would conflict in any manner or degree with the  
14 performance of services required under this Agreement. CONTRACTOR further  
15 covenants that in the performance of this Agreement, no person having any such interest  
16 shall be employed or retained by it under this Agreement. CONTRACTOR agrees to  
17 inform CAP of all CONTRACTOR'S interests, if any, which are or may be perceived as  
18 incompatible with CAP'S interests.

19 **7.2** CONTRACTOR shall not, under circumstances which could be interpreted  
20 as an attempt to influence the recipient in the conduct of his/her duties, accept any  
21 gratuity or special favor from individuals or firms with whom CONTRACTOR is doing  
22 business or proposing to do business, in accomplishing the work under this Agreement.

23 **7.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and  
24 entertainment directly or indirectly to CAP employees.

25 **7.4** CONTRACTOR agrees to submit to CAP, prior to release, copies of any  
26 proposed publicity pertaining to this Agreement. CAP reserves the right to modify or  
27 withdraw said publicity, in its sole and absolute discretion.  
28

1 **8. Inspection of Service; Quality Control/Assurance**

2 **8.1** All performance (which includes services, workmanship, materials,  
3 supplies and equipment furnished or utilized in the performance of this Agreement) shall  
4 be subject to inspection and test by CAP or other regulatory agencies at all times. The  
5 CONTRACTOR shall provide adequate cooperation to CAP representative(s) to permit  
6 him/her to determine CONTRACTOR'S conformity with the terms of this Agreement. If  
7 any services performed or products provided by CONTRACTOR are not in conformance  
8 with the terms of this Agreement, CAP shall have the right to require CONTRACTOR to  
9 perform the services or provide the products in conformance with the terms of the  
10 Agreement at no additional cost to CAP. When the services to be performed or the  
11 products to be provided are of such nature that the difference cannot be corrected, CAP  
12 shall have the right to: (1) require CONTRACTOR immediately to take all necessary  
13 steps to ensure future performance in conformity with the terms of the Agreement; and/or  
14 (2) reduce the Agreement price to reflect the reduced value of the services performed or  
15 products provided. CAP may also terminate this Agreement for default and charge to  
16 CONTRACTOR any costs incurred by CAP because of CONTRACTOR'S failure to  
17 perform.

18 **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring to  
19 ensure proper performance under this Agreement; and shall permit a CAP  
20 representative(s) to monitor, assess or evaluate CONTRACTOR'S performance under  
21 this Agreement at any time upon reasonable notice to CONTRACTOR.  
22

23 **9. Independent Contractor/Employment Eligibility**

24 **9.1** CONTRACTOR is, for purposes relating to this Agreement, an  
25 independent contractor and shall not be deemed an employee of the County of Riverside  
26 or CAP. It is expressly understood and agreed that CONTRACTOR (including its  
27 employees, agents, and subcontractors) shall in no event be entitled to any benefits to  
28 which CAP employees are entitled, including but not limited to overtime, any retirement

1 benefits, worker's compensation benefits, and injury leave or other leave benefits. There  
2 shall be no employer-employee relationship between the parties, and CONTRACTOR  
3 shall hold CAP harmless from any and all claims that may be made against CAP based  
4 upon any contention by a third party that an employer-employee relationship exists by  
5 reason of this Agreement. It is further understood and agreed by the parties that  
6 CONTRACTOR in the performance of this Agreement is subject to the control or direction  
7 of CAP merely as to the results to be accomplished and not as to the means and methods  
8 for accomplishing the results.

9       **9.2** CONTRACTOR warrants that it shall make its best effort to fully comply  
10 with all federal and state statutes and regulations regarding the employment of aliens  
11 and others and to ensure that employees performing work under this Agreement meet  
12 the citizenship or alien status requirement set forth in federal statutes and regulations.  
13 CONTRACTOR shall obtain, from all employees performing work hereunder, all  
14 verification and other documentation of employment eligibility status required by federal  
15 or state statutes and regulations including, but not limited to, the Immigration Reform and  
16 Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be  
17 hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
18 employees, for the period prescribed by the law.

19  
20 **10. Subcontract for Work or Services**

21 No contract shall be made by CONTRACTOR with any other party for furnishing  
22 any of the work or services under this Agreement without the prior written approval of  
23 CAP Riverside, but this provision shall not require the approval of contracts of  
24 employment between CONTRACTOR and personnel assigned under this Agreement, or  
25 for parties named in the proposal and agreed to under this Agreement.

26  
27 **11. Disputes**

28 **11.1** The parties shall attempt to resolve any disputes amicably at the working

1 level. If that is not successful, the dispute shall be referred to the senior management of  
2 the parties. Any dispute relating to this Agreement which is not resolved by the parties  
3 shall be decided by the Contracting Officer who shall furnish the decision in writing. The  
4 decision of the Contracting Officer shall be final and conclusive unless determined by a  
5 court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so  
6 grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed  
7 diligently with the performance of this Agreement pending the resolution of a dispute.

8 **11.2** Prior to the filing of any legal action related to this Agreement, the parties  
9 shall be obligated to attend a mediation session in Riverside County before a neutral  
10 third-party mediator. A second mediation session shall be required if the first session is  
11 not successful. The parties shall share the cost of the mediations. Each party shall be  
12 responsible for its own legal fees and other expenses incident to the preparation for  
13 mediation.

14  
15 **12. Licensing and Permits**

16 CONTRACTOR shall comply with all State or other licensing requirements,  
17 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and  
18 Professions Code. All licensing requirements shall be met at the time proposals are  
19 submitted to CAP. CONTRACTOR warrants that it has all necessary permits, approvals,  
20 certificates, waivers and exemptions necessary for performance of this Agreement as  
21 required by the laws and regulations of the United States, the State of California, the  
22 County of Riverside and all other governmental agencies with jurisdiction, and shall  
23 maintain these throughout the term of this Agreement.

24  
25 **13. Data Security**

26 **13.1 Definitions:** Capitalized terms used herein shall have the meanings set  
27 forth in this Paragraph 13.

1 "Authorized Employees" means CONTRACTOR'S employees who have a need  
2 to know or otherwise access Personal Information to enable CONTRACTOR to perform  
3 its obligations under this Agreement.

4 "Authorized Persons" means (i) Authorized Employees; and (ii) CONTRACTOR'S  
5 subcontractors, agents, and auditors who have a need to know or otherwise access  
6 Personal Information to enable CONTRACTOR to perform its obligations under this  
7 Agreement, and who are bound in writing by confidentiality obligations sufficient to  
8 protect Personal Information in accordance with the terms and conditions of this  
9 Agreement.

10 "Highly-Sensitive Personal Information" means an (i) individual's government-  
11 issued identification number (including social security number, driver's license number  
12 or state-issued identified number); (ii) financial account number, credit card number,  
13 debit card number, credit report information, with or without any required security code,  
14 access code, personal identification number or password, that would permit access to  
15 an individual's financial account; or (iii) biometric or health data.

16 "Personal Information" means information provided to CONTRACTOR by or at  
17 the direction of CAP, or to which access was provided to CONTRACTOR by or at the  
18 direction of CAP, in the course of CONTRACTOR'S performance under this Agreement  
19 that: (i) identifies or can be used to identify an individual (including, without limitation,  
20 names, signatures, addresses, telephone numbers, e-mail addresses and other unique  
21 identifiers); or (ii) can be used to authenticate an individual (including, without limitation,  
22 employee identification numbers, government-issued identification numbers, passwords  
23 or PINs, financial account numbers, credit report information, biometric or health data,  
24 answers to security questions and other personal identifiers), in case of both subclauses  
25 (i) and (ii), including, without limitation, all Highly-Sensitive Personal Information.  
26 Business contact information is not by itself deemed to be Personal Information.

27 **13.2** Standard of Care:  
28

1           A. CONTRACTOR acknowledges and agrees that, in the course of its  
2 engagement by CAP, CONTRACTOR may receive or have access to Personal  
3 Information. CONTRACTOR shall comply with the terms and conditions set forth in this  
4 Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure  
5 of such Personal Information and be responsible for the unauthorized collection, receipt,  
6 transmission, access, storage, disposal, use and disclosure of Personal Information  
7 under its control or in its possession by all Authorized Employees/Authorized Persons.  
8 CONTRACTOR shall be responsible for, and remain liable to, CAP for the actions and  
9 omissions of all Authorized Persons that are not Authorized Employees concerning the  
10 treatment of Personal Information as if they were CONTRACTOR'S own actions and  
11 omissions.

12           B. Personal Information is deemed to be Confidential Information of CAP and is  
13 not Confidential Information of CONTRACTOR. In the event of a conflict or inconsistency  
14 between this Section 13 and compliance with California law, the terms and conditions  
15 set forth in this Section 13 shall govern and control.

16           C. In recognition of the foregoing, CONTRACTOR agrees and covenants that it  
17 shall:

- 18           (i) keep and maintain all Personal Information in strict confidence, using such  
19 degree of care as is appropriate to avoid unauthorized access, use or disclosure;
- 20           (ii) use and disclose Personal Information solely and exclusively for the purposes  
21 for which the Personal Information, or access to it, is provided pursuant to the  
22 terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute,  
23 or otherwise disclose or make available Personal Information for  
24 CONTRACTOR'S own purposes or for the benefit of anyone other than CAP, in  
25 each case, without CAP'S prior written consent; and
- 26           (iii) not, directly or indirectly, disclose Personal Information to any person other  
27 than its Authorized Employees/Authorized Persons, (an "Unauthorized Third  
28 Party"), without express written consent from CAP, unless and to the extent



1 required by government authorities or as otherwise to the extent expressly  
2 required by applicable law, in which case, CONTRACTOR shall (i) use best efforts  
3 to notify CAP before such disclosure or as soon thereafter as reasonably possible;  
4 and (ii) require the Unauthorized Third Party that has access to Personal  
5 Information to execute a written agreement agreeing to comply with the terms and  
6 conditions of this Agreement relating to the treatment of Personal Information.

7 **13.3 Information Security:**

8 **A.** CONTRACTOR represents and warrants that its collection, access, use,  
9 storage, disposal and disclosure of Personal Information does and will comply with all  
10 applicable federal, state, privacy and data protection laws, as well as all other applicable  
11 regulations and directives.

12 **B.** At a minimum, CONTRACTOR'S safeguards for the protection of Personal  
13 Information shall include: (i) limiting access of Personal Information to Authorized  
14 Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files,  
15 servers, back-up systems and computing equipment, including, but not limited to, all  
16 mobile devices and other equipment with information storage capability; (iii)  
17 implementing network, device application, database and platform security; (iv) securing  
18 information transmission, storage and disposal; (v) implementing authentication and  
19 access controls within media, applications, operating systems and equipment; (vi)  
20 encrypting Highly-Sensitive Personal Information stored on any mobile media; (vii)  
21 encrypting Highly-Sensitive Personal Information transmitted over public or wireless  
22 networks; (viii) strictly segregating Personal Information from information of  
23 CONTRACTOR or its other customers so that Personal Information is not commingled  
24 with any other types of information; (ix) implementing appropriate personnel security and  
25 integrity procedures and practices, including, but not limited to, conducting background  
26 checks consistent with applicable law; and (x) providing appropriate privacy and  
27 information security training to CONTRACTOR'S employees.

1 **14. Non-Discrimination**

2 CONTRACTOR shall not be discriminate in the provision of services, allocation of  
3 benefits, accommodation in facilities, or employment of personnel on the basis of ethnic  
4 group identification, race, religious creed, color, national origin, ancestry, physical  
5 handicap, medical condition, marital status or sex in the performance of this Agreement;  
6 and, to the extent they shall be found to be applicable hereto, shall comply with the  
7 provisions of the California Fair Employment Practices Act (commencing with Section  
8 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the  
9 Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable  
10 laws or regulations.

11  
12 **15. Records and Documents**

13 CONTRACTOR shall make available, upon written request by any duly authorized  
14 Federal, State or County agency, a copy of this Agreement and such books, documents  
15 and records as are necessary to certify the nature and extent of the CONTRACTOR'S  
16 costs related to this Agreement. All such books, documents and records shall be  
17 maintained by CONTRACTOR for at least five (5) years following termination of this  
18 Agreement and be available for audit by CAP. CONTRACTOR shall provide to CAP  
19 reports and information related to this Agreement as requested by CAP.

20  
21 **16. Confidentiality**

22 **16.1** CONTRACTOR shall not use for personal gain or make other improper use  
23 of privileged or confidential information which is acquired in connection with this  
24 Agreement. The term "privileged or confidential information" includes but is not limited to:  
25 unpublished or sensitive technological or scientific information; medical, personnel, or  
26 security records; anticipated material requirements or pricing/purchasing actions; CAP  
27 information or data which is not subject to public disclosure; CAP operational procedures;

1 and knowledge of selection of contractors, subcontractors or suppliers in advance of  
2 official announcement.

3       **16.2** CONTRACTOR shall protect from unauthorized disclosure, names and  
4 other identifying information concerning persons receiving services pursuant to this  
5 Agreement, except for general statistical information not identifying any person.  
6 CONTRACTOR shall not use such information for any purpose other than carrying out  
7 CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall promptly  
8 transmit to CAP all third-party requests for disclosure of such information. CONTRACTOR  
9 shall not disclose, except as otherwise specifically permitted by this Agreement or  
10 authorized in advance in writing by CAP, any such information to anyone other than CAP.  
11 For purposes of this Paragraph 16, identity shall include, but not be limited to, name, date  
12 of birth, social security number, symbol, identifying number, or other identifying particulars  
13 assigned to the individual, such as finger or voice print or a photograph.

14       **16.3** CONTRACTOR is subject to and shall operate in compliance with all  
15 relevant requirements contained in the Health Insurance Portability and Accountability  
16 Act (HIPAA) for sensitive patient data protection. Companies that deal with protected  
17 health information (PHI) must have physical, network, and process security measures in  
18 place and follow them to ensure HIPAA Compliance. Covered entities (anyone providing  
19 treatment, payment, and operations in healthcare) and business associates (anyone who  
20 has access to patient information and provides support in treatment, payment, or  
21 operations) must meet HIPAA Compliance. Other entities, such as subcontractors and  
22 any other related business associates must also be in compliance with HIPAA and the  
23 related laws and regulations promulgated subsequent thereto.

24  
25 **17. Administration/Contract Liaison**

26       The Director or designee, shall administer this Agreement on behalf of CAP and  
27 is authorized to take any and all actions on behalf of CAP as set forth herein and to  
28 terminate services in accordance with Paragraph 5 of this Agreement. Whenever a

1 reference is made herein to an action or approval to be undertaken by CAP, the Director  
2 or designee, is authorized to act unless this Agreement specifically provides otherwise.  
3

4 **18. Notices**

5 All correspondence and notices required or contemplated by this Agreement shall  
6 be delivered to the respective parties at the addresses set forth below, or at such other  
7 address provided by a party in writing, and are deemed submitted one (1) day after their  
8 deposit in the United States Mail, postage prepaid:

9 **CAP**

10 Community Action Partnership - Riverside  
11 2038 Iowa Avenue Ste. B-102 Riverside, CA 92507  
12 Attention: Executive Director

13 **CONTRACTOR**

14 Desert Recreation District  
15 45-305 Oasis Street, Indio, CA 92201  
16 Attention: General Manager

17 **19. Force Majeure**

18 If either party is unable to comply with any provision of this Agreement due to  
19 causes beyond its reasonable control, and which could not have been reasonably  
20 anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such  
21 party shall not be held liable for such failure to comply, provided the subject party  
22 provides written notice to the other party no later than five (5) days after the  
23 commencement of such force majeure event.

24 **20. EDD Reporting Requirements**

25 In order to comply with child support enforcement requirements of the State of  
26 California, CAP may be required to submit a Report of Independent Contractor(s) form  
27 DE 542 to the Employment Development Department ("EDD"). CONTRACTOR agrees  
28 to furnish the required data and certifications to the CAP within 10 days of notification of

1 award of Agreement when required by the EDD. This data will be transmitted to  
2 governmental agencies charged with the establishment and enforcement of child support  
3 orders. Failure of CONTRACTOR to timely submit the data and/or certificates required  
4 may result in the contract being award to another CONTRACTOR. In the event a contract  
5 has been issued, failure of CONTRACTOR to comply with all federal and state reporting  
6 requirements for child support enforcement or to comply with all lawfully served Wage  
7 and Earnings Assignments Orders and Notice of Assignment shall constitute a material  
8 breach of the Agreement. If CONTRACTOR has any questions concerning this reporting  
9 requirement, please call (916) 657-0529. CONTRACTOR should also contact its local  
10 Employment Tax Customer Service Office listed in the telephone directory in the State  
11 Government section under "Employment Development Department" or access their  
12 Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

13  
14 **21. Hold Harmless/Indemnification**

15 **21.1** CONTRACTOR shall indemnify and hold harmless the Community Action  
16 Partnership, the County of Riverside, its Agencies, Districts, Special Districts and  
17 Departments, their respective directors, officers, Board of Supervisors, elected and  
18 appointed officials, employees, agents and representatives (collectively, "Indemnified  
19 Parties") from any liability, claim, damage or action whatsoever, based or asserted upon  
20 any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents  
21 or representatives arising out of or in any way relating to this Agreement, including but  
22 not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at  
23 its sole cost and expense, including but not limited to attorney fees, cost of investigation,  
24 defense and settlements or awards, the Community Action Partnership, the County of  
25 Riverside, its respective Agencies, Districts, Special Districts and Departments, their  
26 respective directors, officers, Board of Supervisors, Board of Commissioners, elected  
27 and appointed officials, employees, agents and representatives in any such action or  
28 claim.

1           **21.2** With respect to any action or claim subject to indemnification herein by  
2 CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of  
3 its own choice and shall have the right to adjust, settle, or compromise any such action  
4 or claim without the prior consent of CAP; provided, however, that any such adjustment,  
5 settlement or compromise in no manner whatsoever limits or circumscribes  
6 CONTRACTOR'S indemnification of CAP and the Indemnified Parties.

7           **21.3** CONTRACTOR'S obligations hereunder shall be satisfied when  
8 CONTRACTOR has provided to CAP the appropriate form of dismissal (or similar  
9 document) relieving CAP from any liability for the action or claim involved.

10           **21.4** The specified insurance limits required in this Agreement shall in no way  
11 limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless CAP,  
12 the County of Riverside and Indemnified Parties.

13           **21.5** In the event there is conflict between this clause and California Civil Code  
14 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
15 interpretation shall not relieve CONTRACTOR from indemnifying CAP to the fullest  
16 extent allowed by law. The indemnification and hold harmless obligations set forth in  
17 this Paragraph 21 shall survive the termination and expiration of this Agreement.

18  
19 **22. Insurance**

20           Without limiting or diminishing CONTRACTOR'S obligation to indemnify or hold  
21 CAP harmless, CONTRACTOR shall procure and maintain or cause to be maintained,  
22 at its sole cost and expense, the following insurance coverage during the term of this  
23 Agreement. As respects to the insurance section only, CAP herein refers to the  
24 Community Action Partnership, the County of Riverside, its respective Agencies,  
25 Districts, Special Districts, and Departments, their respective directors, officers, Board of  
26 Supervisors, Board of Commissioners, employees, volunteers, elected or appointed  
27 officials, agents, or representatives as Additional Insureds.

1           **A. Workers' Compensation:**

2           If the CONTRACTOR has employees as defined by the State of California, the  
3           CONTRACTOR shall maintain statutory Workers' Compensation Insurance  
4           (Coverage A) as prescribed by the laws of the State of California. Policy shall  
5           include Employers' Liability (Coverage B) including Occupational Disease with  
6           limits not less than \$1,000,000 per person per accident. The policy shall be  
7           endorsed to waive subrogation in favor of CAP.

8           **B. Commercial General Liability:**

9           Commercial General Liability insurance coverage, including but not limited to,  
10          premises liability, unmodified contractual liability, products and completed  
11          operations liability, personal and advertising injury, and cross liability coverage,  
12          covering claims which may arise from or out of CONTRACTOR'S performance of  
13          its obligations hereunder. Policy shall name CAP as Additional Insured. Policy's  
14          limit of liability shall not be less than \$2,000,000 per occurrence combined single  
15          limit. If such insurance contains a general aggregate limit, it shall apply separately  
16          to this agreement or be no less than two (2) times the occurrence limit.

17          **C. Vehicle Liability:**

18          If vehicles or mobile equipment are used in the performance of the obligations  
19          under this Agreement, then CONTRACTOR shall maintain liability insurance for all  
20          owned, non-owned or hired vehicles so used in an amount not less than  
21          \$1,000,000 per occurrence combined single limit. If such insurance contains a  
22          general aggregate limit, it shall apply separately to this agreement or be no less  
23          than two (2) times the occurrence limit. Policy shall name the CAP as Additional  
24          Insureds.  
25

26          **D. Professional Liability:**

27          If required, CONTRACTOR shall maintain Professional Liability Insurance  
28          providing coverage for the CONTRACTOR'S performance of work included within

1 this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence  
2 and \$2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability  
3 Insurance is written on a claims made basis rather than an occurrence basis, such  
4 insurance shall continue through the term of this Agreement and CONTRACTOR  
5 shall purchase at his sole expense either:

- 6 1) An Extended Reporting Endorsement (also, known as Tail Coverage); or
- 7 2) Prior Dates Coverage from new insurer with a retroactive date back to  
8 the date of, or prior to, the inception of this Agreement; or,
- 9 3) Demonstrate through Certificates of Insurance that CONTRACTOR has  
10 maintained continuous coverage with the same or original  
11 insurer. Coverage provided under items; 1), 2) or 3) will continue as long  
12 as the law allows.

13 **E. General Insurance Provisions - All lines:**

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

20 2) The CONTRACTOR shall declare its insurance self-insured retention for  
21 each coverage required herein. If any such self-insured retention exceeds  
22 \$500,000 per occurrence each such retention shall have the prior written  
23 consent of the Risk Manager before the commencement of operations  
24 under this Agreement. Upon notification of self-insured retention  
25 unacceptable to CAP, and at the election of the County's Risk Manager,  
26 CONTRACTOR'S carriers shall either; 1) Reduce or eliminate such self-  
27 insured retention as respects this Agreement with CAP, or 2) Procure a  
28



1 bond which guarantees payment of losses and related investigations,  
2 claims administration, and defense costs and expenses.

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

1 4) It is understood and agreed to by the parties hereto and the insurance  
2 company(s) that the CONTRACTOR'S insurance shall be construed as  
3 primary insurance, and CAP'S insurance and/or deductible and/or self-  
4 insured retentions' or self-insured programs shall not be construed as  
5 contributory.

6 5) If, during the term of this Agreement or any extension thereof, there is a  
7 material change in the Scope of Service or, there is a material change in  
8 the equipment to be used in the performance of the Scope of Service or,  
9 the term of this Agreement, including any extensions thereof, exceeds five  
10 (5) years; CAP reserves the right to adjust the types of insurance and the  
11 monetary limits of liability required under this Agreement, if in the County  
12 Risk Manager's reasonable judgment, the amount or type of insurance  
13 carried by the CONTRACTOR has become inadequate.

14 6) CONTRACTOR shall pass down the insurance obligations contained  
15 herein to all tiers of subcontractors working under this Agreement.

16 7) The insurance requirements contained in this Agreement may be met  
17 with a program(s) of self-insurance acceptable to CAP.

18 8) CONTRACTOR agrees to notify CAP of any claim by a third party or any  
19 incident or event that may give rise to a claim arising from the performance  
20 of this Agreement.

21  
22 **23. General**

23 **23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement,  
24 whether by operation of law or otherwise, without the prior written consent of CAP.

25 **23.2** Any waiver by CAP of any breach of any one or more of the terms of this  
26 Agreement shall not be construed to be a waiver of any subsequent or other breach of  
27 the same or of any other term of this Agreement. Failure on the part of CAP to require  
28 exact, full and complete compliance with any terms of this Agreement shall not be

1 construed as in any manner changing the terms or estopping CAP from enforcement of  
2 the terms of this Agreement.

3 **23.3** In the event CONTRACTOR receives payment under this Agreement  
4 which is later disallowed by CAP for nonconformance with the terms of the Agreement,  
5 CONTRACTOR shall promptly refund the disallowed amount to CAP on request; or at  
6 its option, CAP may offset the amount disallowed from any payment due to  
7 CONTRACTOR.

8 **23.4** CONTRACTOR shall not provide partial delivery or shipment of services  
9 or products unless specifically stated in the Agreement.

10 **23.5** CONTRACTOR shall not provide any services or products subject to any  
11 chattel mortgage or under a conditional sales contract or other agreement by which an  
12 interest is retained by a third party. The CONTRACTOR warrants that it has good title to  
13 all materials or products used by CONTRACTOR or provided to CAP pursuant to this  
14 Agreement, free from all liens, claims, or encumbrances.

15 **23.6** Nothing in this Agreement shall prohibit CAP from acquiring the same type  
16 or equivalent equipment, products, materials or services from other sources, when  
17 deemed by CAP to be in its best interest. CAP reserves the right to purchase more or  
18 less than the quantities specified in this Agreement.

19 **23.7** CAP agrees to cooperate with CONTRACTOR in the CONTRACTOR'S  
20 performance under this Agreement, including, if stated in the Agreement, providing the  
21 CONTRACTOR with reasonable facilities and timely access to CAP data, information,  
22 and personnel.

23 **23.8** CONTRACTOR shall comply with all applicable Federal, State and local  
24 laws and regulations. CONTRACTOR shall comply with all applicable CAP policies and  
25 procedures. In the event that there is a conflict between the various laws or regulations  
26 that may apply, CONTRACTOR shall comply with the more restrictive law or regulation.

27  
28

1           **23.9** CONTRACTOR shall comply with all air pollution control, water pollution,  
2 safety and health ordinances, statutes, or regulations, which apply to performance under  
3 this Agreement.

4           **23.10** CONTRACTOR shall comply with all requirements of the Occupational  
5 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.  
6 Department of Labor and the State of California (Cal/OSHA).

7           **23.11** This Agreement shall be governed by the laws of the State of California.  
8 Any legal action related to the performance or interpretation of this Agreement shall be  
9 filed only in the Superior Court of the State of California located in Riverside, California,  
10 and the parties waive any provision of law providing for a change of venue to another  
11 location. In the event any provision in this Agreement is held by a court of competent  
12 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will  
13 nevertheless continue in full force without being impaired or invalidated in any way.

14  
15 **24.    Requirements for Working with Clients and Minors**

16           **24.1** Personnel Disclosure. The CONTRACTOR agrees to maintain and make  
17 available to CAP, a current list of personnel that are providing services under this  
18 Agreement who have contact with minors or adult clients.

19           The list shall include:

- 20           a) All staff who work full or part-time positions by title, including volunteer  
21 positions;  
22           b) A brief description of the functions of each position and hours each position  
23 worked; and  
24           c) The professional degree, if applicable and experience required for each  
25 position.

26           CAP, in its sole and absolute discretion, shall have the ability to deny any person  
27 on the CONTRACTOR'S list that has been convicted of any crimes involving sex, drugs,  
28 or violence, or who has a substantiated report(s) of child abuse, as defined in Penal

1 Code 11165.12, who has direct contact with minors or adult clients, from all further  
2 contact with CAP clients. CAP shall notify the CONTRACTOR in writing of any such  
3 person denied, but to protect their confidentiality, may not be able to disclose the  
4 reason(s) for the denial.

5 Upon notification, the CONTRACTOR shall immediately remove that person from  
6 providing services under this Agreement and acknowledge such response in writing.

7 **24.2** Child Abuse Reporting. The CONTRACTOR shall establish a procedure  
8 acceptable to CAP to ensure that all employees, volunteers, consultants, subcontractors  
9 or agents performing services under this Agreement report child abuse or child neglect  
10 to a child protective agency as defined in Penal Code, Section 11166.

11 **24.3** Pro-Children Act Of 1994. The CONTRACTOR must comply with Public  
12 Law 103-227, Part C- Environmental Tobacco Smoke, also known as the Pro-Children  
13 Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any  
14 indoor facility owned or leased or contracted by an entity and used routinely or regularly  
15 for the provision of health, day care, education, or library services to children under the  
16 age of 18, if the services are funded by Federal programs either directly or through State  
17 and local governments. Federal programs include grants, cooperative agreements, loans  
18 or loan guarantees, and contracts. The law does not apply to children's services provided  
19 in private residences, facilities funded solely by Medicare or Medicaid funds and portions  
20 of facilities used for inpatient drug and alcohol treatment.

21 **24.4** Trafficking in Person(s). CONTRACTOR must comply with the Trafficking  
22 Victims Protection Act of 2000 (Sec. 106(g), as amended 22 U.S.C. 7104). As a recipient  
23 of this award, CONTRACTOR affirms that its employees, sub-recipients and sub-  
24 recipient's employees shall not:

25 a) Engage in severe forms of trafficking in persons during the period of time that  
26 this award is in effect;

27 b) Procure a commercial sex act during the period of time the award is in effect;

28 or

1 c) Use forced labor in performance of the award or sub-awards under this award.  
2 CONTRACTOR must inform CAP immediately of any information received from  
3 any source alleging a violation of a prohibition of the Act. CONTRACTOR must include  
4 the requirements of this Section 24 in any sub-awards made. CAP may, in its sole and  
5 absolute discretion, unilaterally terminate this award if CONTRACTOR is found to have  
6 violated a provision of the Act or this Section 24.

7  
8 **25. Nonliability of CAP Officials and CAP Employees**

9 No member, official employee, consultant, or volunteer of CAP shall be personally  
10 liable to the CONTRACTOR, or any successor in interest, in the event of any default or  
11 breach by the CAP for any amount which may become due to the CONTRACTOR or to  
12 its successor, or on any obligation under the terms of this Agreement.

13  
14 **26. No Third Party Beneficiaries**

15 The parties intend that no rights nor remedies be granted to any third party as a  
16 beneficiary of this Agreement or of any covenant, duty, obligation or undertaking  
17 established herein.

18  
19 **27. Entire Agreement**

20 This Agreement, including any attachments or exhibits, constitutes the entire  
21 Agreement of the parties with respect to its subject matter and supersedes all prior and  
22 contemporaneous representations, proposals, discussions, and communications,  
23 whether oral or in writing. This Agreement may be changed or modified only by a written  
24 amendment signed by authorized representatives of both parties.

25  
26 [Signatures on Next Page]  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the dates set forth below:

**CAP:**

COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Community Action Partnership agency

**CONTRACTOR:**

DESERT RECREATION DISTRICT, a political subdivision of the State of California

By: \_\_\_\_\_  
Heidi Marshall  
Director


By:   
Kevin Kalman  
General Manager

Dated: \_\_\_\_\_

Dated: 12 JANUARY 2022

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By:   
Amrit P. Dhillon,  
Deputy County Counsel

1 **EXHIBIT A**  
2 **SCOPE OF SERVICE**

3 The DESERT RECREATION DISTRICT, a political subdivision of the State of California,  
4 (“CONTRACTOR”) shall provide the following services to Community Action Partnership  
5 (“CAP”) clients throughout Eastern Riverside County as required in that certain  
6 Professional Services Agreement for Project L.E.A.D. (Linking Education, Advocacy and  
7 Development), the “Agreement”.

8 Project L.E.A.D. Youth Coordinators will be placed at the listed sites to provide academic  
9 tutoring and direct mentoring services to youth that will: build self-esteem, improve  
10 academic performance, and strengthen students’ ability to set positive life-style goals.

11 Members will participate in coordination, planning and implementation of after-school  
12 activities that will heighten the sense of community and life-long volunteerism ethics  
13 among members, participating youth. and families.

14 **FUNDING INITIATIVE: 2022 CSBG Funding**

15 **Project/Program Name: Project L.E.A.D. – After-School Programs**

16 **The Desert Recreation District** shall provide low-income youth and families in  
17 high poverty pocket areas with mentoring/tutoring, enrichment activities, civic  
18 engagement, homework assistance and child development services in Eastern  
19 Coachella Valley.

20 Geographic Area(s) of Service: Riverside County  
21 Jerry Rummond’s Senior/Community Center 87-229 Church St. Thermal, CA  
22 92274;  
23 Mecca Community Center 65-250 Coahuila St. Mecca, CA 92254;  
24 North Shore Beach and Yacht Club 99155 Sea View Dr. Mecca, CA 92554.

25 **Outcome(s)/Program Indicator(s)**

- 26 1. Forty (40) children/youth, grade K-12, from low-income families, will enroll in free  
27 after-school and child development services by December 31, 2022.  
28 2. Forty (40) children/youth grades K-12, from low-income families, will receive free  
tutoring/mentoring, enrichment activities, civic engagement, homework assistance,  
enrichment activities and an individual development by December 31, 2022.



1           **I. ALL PARTIES RESPONSIBILITIES:**

- 2
- 3           A. Participate in the candidate outreach, referral, interview, and selection
- 4           processes.
- 5           B. Ensure that candidate selection is a collaborative decision between all parties.
- 6           C. Ensure that all disciplinary actions are a collaborative decision between all
- 7           parties.
- 8                 a. Notify all partners of any policy infractions.
- 9                 b. Participate in meeting with all parties present to discuss disciplinary
- 10                incident and develop an action plan.
- 11           D. Support member compliance with the requirements as outlined in the Project
- 12           L.E.A.D. Handbook, incorporated herein by this reference.
- 13           E. Attend quarterly Project L.E.A.D. partner meetings.

14           **II. CONTRACTOR RESPONSIBILITIES:**

- 15           A. All CONTRACTOR'S programs administered by Project L.E.A.D. members
- 16           must be free and open to the public.
- 17           B. CONTRACTOR shall designate a paid staff person at the site who will
- 18           supervise Project L.E.A.D. Youth Coordinator(s) and provide appropriate
- 19           reports (reference the Site Supervisor Handbook).
- 20           C. CONTRACTOR will actively participate in the recruitment, selection,
- 21           orientation, training, and support of members.
- 22           D. CONTRACTOR shall provide space, materials, and equipment necessary to
- 23           accomplish the activities assigned to each member.
- 24           E. CONTRACTOR shall conduct and pay for any additional fingerprinting and
- 25           background checks required by CONTRACTOR.
- 26           F. CONTRACTOR shall provide quarterly observation reviews of all Youth
- 27           Coordinators.
- 28           G. CONTRACTOR shall provide monthly Program Performance Reports to CAP
- by the 5th of each month for the following sites: Jerry Rummonds'
- Senior/Community Center, Mecca Community Center and North Shore Beach
- and Yacht Club.

1 H. CONTRACTOR shall provide monthly invoices/reimbursements to CAP by the  
2 5th of each month for the following Project L.E.A.D. sites: Jerry Rummonds'  
3 Senior/Community Center, Mecca Community Center and North Shore Beach  
4 and Yacht Club.

5 I. CONTRACTOR shall participate in monthly partners meetings.

6 J. CONTRACTOR shall provide CPR/First Aid training to Project L.E.A.D Youth  
7 Coordinators assigned to the Jerry Rummonds' Senior/Community Center, the  
8 Mecca Community Center, and the North Shore Beach and Yacht Club.

9 K. CONTRACTOR shall participate in the site/monitoring visits.

10 **III. CAP RESPONSIBILITIES:**

11 A. Provide and or coordinate training and technical assistance to partner to  
12 develop, implement and manage on-onsite after school program.

13 B. Assist partner in recruiting, selecting, screening, orientation and training.

14 C. Provide a minimum of fifty (50) hours of ongoing trainings to Project  
15 L.E.A.D. Youth Coordinators which includes but is not limited to: Pre-  
16 Service Orientation, Conflict Resolution, Coaching & Mentoring, Disaster  
17 Preparedness, Mandated Reporting, Financial Education, Quarterly  
18 Meetings, and other training as required by CAP.

19 D. Deploy Project L.E.A.D. Youth Coordinators to the site and conduct periodic  
20 site visits.

21 E. Monitor and maintain records pertaining to member hours, stipends, match  
22 savings incentive, etc.

23 F. Initiate, monitor and maintain documentation required for Project L.E.A.D.  
24 Youth Coordinator participation at site, including fingerprinting, background  
25 checks, Tuberculosis tests, health exams, etc.

26 G. Provide day-to-day oversight and administration.

27 H. Provide guidance and disciplinary action to individual Project L.E.A.D.  
28 Youth Coordinators when necessary by consensus of partners as provided  
in the Site Supervisor's Handbook.

I. Provide Project L.E.A.D. Youth Coordinators with identification badges, and  
uniforms and other personal supplies required to carry out their duties.

**EXHIBIT B  
PAYMENT PROVISIONS**

CONTRACTOR shall utilize any items they already have in inventory, such as: computers, gaming systems, TVs, karaoke machine, etc. CONTRACTOR may request reimbursement for replenishable supplies such as paper, pencils, arts and crafts and daily snacks. CONTRACTOR'S monthly budget is approximately \$300 per month for up to forty (40) children per site for daily snack items, incentives, materials, and supplies. CONTRACTOR may request a start-off budget of approximately \$350 to restock program operation supplies for Summer Program (May) and Back-to-School (August).

Also included is a budget amount not to exceed \$150 for fuel reimbursement costs for any field trips taken. Below are recreational items and supplies that have been purchased for CONTRACTOR'S programs:

**Recreation Supplies** for the following sports & games: baseball / pickleball / Frisbee / soccer / jump ropes / hula hoops / cones / game tables for air hockey and foosball etc.

**Materials:** glue / construction paper / paint / paint brushes / foam / felt / crayons / markers / beads / pencils / pencil sharpener.

**Board Games:** Trouble / Operation / Mancala / Jenga / Checkers / Guess Who / Scrabble / Pictionary / Sorry / Hedbanz / puzzles / Candyland / Connect 4.

**Participant Incentives:** novelties / prizes for 'treasure box' / pizza parties / ice cream certificates.

**Field Trips** (suggested): public pools / Mecca Community Ctr. / grocery stores / Thermal Sheriff Station / local fire station.

## EXHIBIT C PAYMENT SCHEDULE



**2022 Budget Proposal Mecca Project LEAD Afterschool**  
 20-40 participants Monday-Friday School Dismissal-6pm  
 Out of school activities and programs to be determined.

**DRD In-kind**

**CAP**

Item	Cost	Item	Cost
Full Time Salaries-Assigned Coordinator	5 15,262.00	3 Community Action Partnership Youth Coordinators	-
Part Time Salaries-Senior Leader On Site-Year Round	5 23,279.00	Materials & Supplies-\$300 per month for supplies and snack 12 months	5 3,600.00
Email for team member/on-site cell phone	5 348.00	Materials & Supplies-Start up supplies for start of school year	5 350.00
First Aid/CPR Certification-1 DRD Staff 3 CAP Staff	5 108.00	Materials & Supplies-Start up supplies for summer	5 350.00
Background Check-1 DRD Staff 3 CAP Staff	5 430.00	Fuel-Fuel for vehicles for field trips	5 150.00
General Services-Program Promotion	5 250.00		
Minor Equipment-Program Furniture (cubbies, book shelf, cabinet)	5 800.00		
<b>Total In-kind</b>	<b>5 40,477.00</b>	<b>Total</b>	<b>5 4,450.00</b>

**2022 Budget Proposal North Shore Project LEAD Afterschool**  
 20-40 participants Monday-Friday School Dismissal-6pm  
 Out of school activities and programs to be determined.

**DRD In-kind**

**CAP**

Item	Cost	Item	Cost
Full Time Salaries-Assigned Coordinator	5 15,262.00	3 Community Action Partnership Youth Coordinators	-
Part Time Salaries-Senior Leader On Site-Year Round	5 23,279.00	Materials & Supplies-\$300 per month for supplies and snack 12 months	5 3,600.00
Email for team member/on-site cell phone	5 348.00	Materials & Supplies-Start up supplies for start of school year	5 350.00
First Aid/CPR Certification-1 DRD Staff 3 CAP Staff	5 108.00	Materials & Supplies-Start up supplies for summer	5 350.00
Background Check-1 DRD Staff 3 CAP Staff	5 430.00	Fuel-Fuel for vehicles for field trips	5 150.00
General Services-Program Promotion	5 250.00		
Minor Equipment-Program Furniture (cubbies, book shelf, cabinet)	5 800.00		
<b>Total In-kind</b>	<b>5 40,477.00</b>	<b>Total</b>	<b>5 4,450.00</b>

**2022 Budget Proposal Thermal Project LEAD Afterschool**  
 20-40 participants Monday-Friday School Dismissal-6pm  
 Out of school activities and programs to be determined.

**DRD In-kind**

**CAP**

Item	Cost	Item	Cost
Full Time Salaries-Assigned Coordinator	5 15,262.00	3 Community Action Partnership Youth Coordinators	-
Part Time Salaries-Senior Leader On Site-Year Round	5 23,279.00	Materials & Supplies-\$300 per month for supplies and snack 12 months	5 3,600.00
Email for team member/on-site cell phone	5 348.00	Materials & Supplies-Start up supplies for start of school year	5 350.00
First Aid/CPR Certification-1 DRD Staff 3 CAP Staff	5 108.00	Materials & Supplies-Start up supplies for summer	5 350.00
Background Check-1 DRD Staff 3 CAP Staff	5 430.00	Fuel-Fuel for vehicles for field trips	5 150.00
General Services-Program Promotion	5 250.00		
Minor Equipment-Program Furniture (cubbies, book shelf, cabinet)	5 800.00		
<b>Total In-kind</b>	<b>5 40,477.00</b>	<b>Total</b>	<b>5 4,450.00</b>

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

