

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



ITEM: 3.23
(ID # 21212)

MEETING DATE:
Tuesday, May 09, 2023

FROM : OFFICE ON AGING:

SUBJECT: OFFICE ON AGING: Ratify and Approve Research and Data Services Agreement No. RCOoA-MOU-2223-001 UCR between the Riverside County Office on Aging and The Regents of the University California for the provision of Affordability and Delinquency of Water Services for Riverside County Older Adults Research and Data Analysis, for the period of January 3, 2023 through June 30, 2024, without seeking competitive bids; All Districts. [Total Cost \$90,000; up to \$18,000 in additional compensation; 100% Department Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Agreement No. RCOoA-MOU-2223-001 UCR with The Regents of the University California for the provision of Affordability and Delinquency of Water Services for Riverside County Older Adults Research and Data Analysis for the period of January 3, 2023 – June 30, 2024, without seeking competitive bids, which are not required between governmental entities; and authorize the Chair of the Board to sign the Agreement;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding, and as approved as to form by County Counsel to: a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and b) sign amendments to the compensation provisions that do not exceed 20% of the total annual cost of the contract.

ACTION:Policy

Jewel Lee, Director of Office on Aging

4/18/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, 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 Gutierrez
Nays: None
Absent: None
Date: May 9, 2023
xc: Office on Aging

Kimberly A. Rector
Clerk of the Board

By:

Deputy

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

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|---------------------------|---------------------|
| COST | \$ 60,000 | \$ 30,000 | \$ 90,000 | \$ 0 |
| NET COUNTY COST | \$ 60,000 | \$ 30,000 | \$ 90,000 | \$ 0 |
| SOURCE OF FUNDS: 100% Department Budget | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | 22/23-23/24 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

With significant increases in water costs outpacing inflation beginning in the early 2000s, lower income and fixed income households likely have to spend a larger and potentially considerable fraction of their income on water services. Concern has risen in California and nationwide regarding the challenges such rate increases pose to lower-income households, especially given the essential nature of water access and affordability in health and well-being. From a research and public policy perspective, there has been scant attention on how such challenges affect elderly communities.

With essential services such as housing, and water outpacing inflation while incomes have been relatively stagnated in California, households have less income to pay for such essential services; thus, paying bills becomes harder each month, and many low-income fixed income households are threatened with water shut offs. During the height of the COVID-19 pandemic, the State response was a mandate restricting any water shut offs for bill nonpayment; however, the mandate has since expired.

At the conclusion of its study, University of California, Riverside (UCR) will generate a report and a presentation will be given to the Riverside County Office of Aging (RCOoA). In addition, a workshop/seminar will be presented at UCR, open to the public, on water affordability challenges confronting Riverside County residents, with particular attention to those challenges that burden elderly communities. Issues other than water affordability will also be presented, including housing, food insecurity, and income. The term of the study is from January 3, 2023 through June 30, 2024.

Impact on Residents and Businesses

The data and analysis provided by UCR will glean valuable insights into possible policy and program initiatives that may be implemented at the local level to address the needs of Riverside County older adults and other at-risk communities.

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STATE OF CALIFORNIA**

Additional Fiscal Information

Total payments to The Regents of the University California, Riverside shall not exceed \$90,000 in total compensation with up to 20% in additional compensation via written amendment. These funds are included in the approved NCC allocation for RCOoA.

Required budget adjustments will be requested through the quarterly budget process.

Contract History and Price Reasonableness

Ordinance 459 allows for award of contracts with any federal, state, or local government agency without bidding due to the nature of collaboration and partnership of beneficial programs with government entities.

ATTACHMENTS:

ATTACHMENT A. RESEARCH AND DATA SERVICES AGREEMENT NO. RCOoA-MOU-2223-001 UCR

ATTACHMENT B. PROJECT PROPOSAL

ATTACHMENT C. SOLE SOURCE JUSTIFICATION #23-135



Meghan Hahn, Deputy Director of Procurement 4/27/2023



Brianita Lontajo, Principal Management Analyst 5/2/2023



Gregg Gu, Chief Deputy County Counsel 4/28/2023

ATTACHMENT A

RESEARCH FUNDING AND DATA SERVICES AGREEMENT

for

**AFFORDABILITY AND DELINQUENCY OF WATER SERVICES RESEARCH
FUNDING AND DATA SERVICES**

between

**COUNTY OF RIVERSIDE, ON BEHALF OF ITS DEPARTMENT OF THE OFFICE
ON AGING**

and

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS
RIVERSIDE CAMPUS**



MAY 9 2023 3.23

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This Agreement between The Regents of the University of California, a California constitutional corporation, on behalf of its Riverside Campus (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of the Office on Aging (herein referred to as "COUNTY"). The parties agree as follows:

1. Definitions

1.1 "BUSINESS DAY" refers to Mondays through Fridays, 7:30 a.m. to 5:30 p.m. Pacific Standard Time, excluding COUNTY observed holidays. COUNTY observed holidays are:

| HOLIDAY | DAY OBSERVED |
|------------------------------------|--|
| New Year's Day | January 1* |
| Martin Luther King, Jr.'s Birthday | Third Monday in January |
| Abraham Lincoln's Birthday | February 12* |
| George Washington's Birthday | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4* |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans' Day | November 11* |
| Thanksgiving Day | Fourth Thursday in November unless otherwise appointed |
| Day After Thanksgiving | Friday following the fourth Thursday in November |
| Christmas Day | December 25* |
| Other | December 24 and 21 when they fall on Monday |
| | December 26 and January 2 when they fall on Friday |

* Friday preceding when such date falls on Saturday; Monday following such date when such date falls on Sunday.

1.2 "CONTRACTOR" refers to The Regents of the University of California on behalf of its Riverside Campus, its employees, agents, and representatives.

1.3 "COUNTY" and/or "RCOoA" refers to the County of Riverside and its Department of the Office on Aging, which has administrative responsibility for this Agreement. RCOoA and COUNTY are used interchangeably in this Agreement.

2. Description of Services

2.1 COUNTY wishes to collaborate with CONTRACTOR to conduct advance studies in affordability and delinquency of water services and possible disparities of Riverside County's elderly communities, and to provide and present reports, and consultation needed for RCOoA reporting and program planning. CONTRACTOR shall provide knowledge transfer of data analytics and data mining processes and expand research to areas such as graphical and mapping overlays with developed tools and algorithms to optimize service delivery for the COUNTY.

2.2 COUNTY has a need for CONTRACTOR to provide business intelligence services and CONTRACTOR shall do so by delivering reports composed of complex demographic needs and analysis for Riverside County's elderly communities to better understand affordability and delinquency of water services to make predictions on historical data and provider interventions.

2.3 CONTRACTOR shall provide all services at the prices stated in Schedule A, Schedule, Terms, and Method of Payment, and as outlined and specified in Schedule B, Scope of Services, Attachment I - Deliverable Sign - Off Document, and Attachment II – Project Description.

3. Period of Performance

3.1 This Agreement shall be effective January 3, 2023, and continues in effect through June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

4. Compensation

4.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Schedule, Terms, and Method of Payment. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$90,000.00 (ninety thousand and 00/100 dollars) for fiscal years 2022-2023 and 2023-2024. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

4.2 CONTRACTOR shall be paid only in accordance with the terms set forth in Schedule A, section A.3. Payment shall be made to CONTRACTOR only after services have been rendered or

delivery of materials or products, have been received by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Office on Aging
Accounts Payable
3610 Central Avenue, Suite 102
Riverside, California 92506

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RCOoA-MOU-2223-001 UCR); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

4.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

5. Alteration or changes to the Agreement

5.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

5.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing

Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

6. Availability of Funds/Non-Appropriation of Funds

The COUNTY shall not be obligated for payments beyond the amount obligated in Section 4.1 under this Agreement, unless amended by mutual agreement of the parties. There shall be no legal liability for payment on the part of COUNTY, beyond the funds obligated in Section 4.1, unless funds are made available for such payment by the COUNTY Board of Supervisors. COUNTY shall make all payments to CONTRACTOR for expenses incurred and shall take into account CONTRACTOR's non-cancellable obligations incurred prior to the effective date of termination of the Agreement.

7. Termination

7.1. Either party may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served upon the other party stating the extent and effective date of termination. After termination, COUNTY shall make payment for all services performed, expenses incurred to date as well as all non-cancelable obligations incurred through the date of termination by CONTRACTOR in the performance of this Agreement. CONTRACTOR shall make good faith efforts to avoid incurring additional costs following either party's notice of termination.

7.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not cure such failure within thirty (30) days of such notice. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

7.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

7.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and non-cancellable obligations incurred prior to the effective date of termination of the Agreement.

7.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

7.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY promptly of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

7.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

8. Use of Data

8.1 COUNTY data is publishable and available for research purposes by the CONTRACTOR if it meets one of the following criteria: (1) data that are public by law such as via the Public Records Act or (2) data that are not prohibited from being released by any laws, regulations, policies, rules, rights, court order, or any other restriction.

8.2 Disclosure of data released under this Agreement for any purpose other than for which it is obtained is prohibited.

8.3 Data shared under this Agreement will not be used for any purpose other than those stated herein.

8.4 CONTRACTOR may publish aggregate data.

8.5 No research or reports related to data provided under this Agreement shall be published without COUNTY's prior review of the proposed research or reports. COUNTY shall

have ten (10) Business Days to review the research or reports prior to publication. Should COUNTY disagree with any of the published content or is not able to review the research or report prior to publication, a disclaimer stating COUNTY's disagreement or lack of review/endorsement must be included in the final publication, preferably in the Executive Summary.

9. Transition Period

CONTRACTOR recognizes that the services under this Agreement are vital to COUNTY and must be continued without interruption and that, upon expiration, COUNTY or another contractor may continue the services outlined herein. CONTRACTOR agrees to exercise its reasonable efforts and cooperation to effect an orderly and efficient transition of clients or services to a successor.

10. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products required as a deliverable under this Agreement, in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products that were prepared as a deliverable under this Agreement without prior written authorization of the COUNTY.

11. Conduct of Contractor

11.1 The CONTRACTOR certifies that all employees, agents and representatives providing services under this Agreement presently have no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further certifies that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

11.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or

special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

11.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

12. Inspection of Service; Quality Control/Assurance

12.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) may be subject to inspection and test by the COUNTY or other regulatory agencies during regular business hours and with prior written notice. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services that are directly related to the services performed under this Agreement or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services directly related to this Agreement or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided.

12.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement during regular business hours, upon reasonable written notice to the CONTRACTOR.

13. Independent Contractor/Employment Eligibility

13.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and

CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement will work cooperatively with the COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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

14. Subcontract for Work or Services

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

15. Disputes

15.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Prior to filing any legal action related to this Agreement, any dispute relating to this Agreement which is not resolved by the parties shall be submitted to mediation pursuant to California Evidence Code Section 1115 et seq. before resorting to arbitration or litigation. The mediator(s) shall assist the parties in reaching a settlement, but shall have no authority to make a binding decision or award. In the event such issue is not resolved through mediation, the parties shall have the right to seek all remedies available in law and equity. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

16. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR certifies that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

17. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

18. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least three years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

19. Confidentiality

19.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. Any information considered privileged or confidential by COUNTY shall be provided to CONTRACTOR (i) in writing and clearly identified as such, or if orally disclosed, identified as privileged or confidential at the time of disclosure and reduced to writing within thirty (30) days by COUNTY; and (ii) solely to the principal investigator, (hereinafter, "Confidential Information"). Notwithstanding the foregoing, Confidential Information shall not include any information which is, a) published or otherwise available to the public other than by breach of

this Agreement by CONTRACTOR; b) rightfully received by CONTRACTOR from a third party without confidential limitations; c) independently developed by CONTRACTOR; d) known to CONTRACTOR prior to its first receipt from COUNTY; e) hereinafter disclosed by COUNTY to a third party without restriction on disclosure; f) approved for release by written authorization of COUNTY; or g) required to be disclosed to the extent mandated by legal, accounting or regulatory requirements. CONTRACTOR shall use reasonable efforts, in accordance with CONTRACTOR'S treatment of its own confidential information to maintain its confidentiality, to prevent the disclosure of Confidential Information to third parties for a period of three (3) years from the date of disclosure of such Confidential Information. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850..

19.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

20. Administration/Contract Liaison

The COUNTY Project Manager during the term of this Agreement shall be the following party:

| | |
|---|--|
| Name: | Jennifer de la Ossa-Ramirez |
| Title: | Administrative Services Manager II |
| Branch/Bureau: | RCOoA Programs and Operations |
| Physical/Mailing Address: | 3610 Central Ave, Ste 102, Riverside, California 92506 |
| Phone: | (951) 905-8654 |
| Email (program lead): | jldelaos@rivco.org |
| Email (invoices & required documentation) | OOAAccountsPayable@rivco.org |

The RCOoA Contracts and Procurement Unit shall administer this Agreement on behalf of the COUNTY.

21. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Office on Aging (RCOoA)
Contracts and Procurement Unit
3610 Central Avenue, Suite 102
Riverside, California 92506

CONTRACTOR

The Regents of the University of California
245 University Office Building
University of California, Riverside
Riverside, California 92521-0217

22. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

23. Hold Harmless/Indemnification

23.1 CONTRACTOR agrees to indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death, but only in proportion to and to the extent such liability, damage, claim or action are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees or agents to the extent required under Standing Orders of the Regents of the University of California Section 100.4(dd)(9). CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

23.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

24. Insurance

24.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY

as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. Cyber Liability:

CONTRACTOR shall procure and maintain Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

E. General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) The CONTRACTOR shall furnish the COUNTY with a properly executed certificate(s) of insurance for all coverages required under this Agreement. CONTRACTOR shall provide COUNTY thirty (30) calendar days written notice prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed certificate of insurance evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished certificate(s) of insurance and a letter of self-insurance stating the COUNTY will be treated as an Additional Insured. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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

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

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

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

25. General

25.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

25.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

25.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

25.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

25.5 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

25.6 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

25.7 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

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

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

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


26. Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The

CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Name: Kevin Jeffries
Title: Chair, Board of Supervisors
Date Signed: 5/9/23


ATTEST:
KIMBERLY A. RECTOR, Clerk
By 
DEPUTY

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Name: Esen E. Sainz
Title: Deputy County Counsel

Date Signed: Apr 17, 2023

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its Riverside Campus, a California constitutional corporation

By: 
Victoria Sissac (Apr 17, 2023 14:41 PDT)
Name: Victoria Sissac
Title: Principal Contract & Grant Officer, Sponsored Programs Administration
Date Signed: Apr 17, 2023

SCHEDULE A
SCHEDULE, TERMS, AND METHOD OF PAYMENT

A.1 MAXIMUM REIMBURSABLE AMOUNT (MRA)/PAYMENT SCHEDULE

Total payments by COUNTY to CONTRACTOR under this Agreement shall not exceed the below amounts annually:

| FISCAL YEAR PERIOD | MRA |
|---|-------------|
| March 1, 2023 through June 30, 2023 (FY22/23) | \$60,000.00 |
| July 1, 2023 through June 30, 2024 (FY23/24) | \$30,000.00 |
| Total | \$90,000.00 |

* Funds may be shifted between fiscal years provided that the maximum aggregate amount of the Agreement is not exceeded. Advanced written approval from RCOoA is required for reallocating funds.

A.3 Method, Time, and Conditions of Payment

- A. CONTRACTOR shall be paid only in accordance with an invoice. Invoices shall be submitted to RCOoA within thirty (30) days after the last day of each month services are performed. RCOoA shall pay the invoices within forty-five (45) Business Days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after expenses are incurred for the Scope of Services being rendered.
- B. CONTRACTOR shall submit a completed Attachment 1 - Deliverable Sign-Off Document signed by the RCOoA Project Manager; Attachment 2 – Request for Reimbursement Form; a financial summary detailing salary, benefits, travel and indirect costs; and a cumulative report of appropriations and expenditures, including an expense account summary, with each invoice. Such forms are subject to change, with or without notice, by RCOoA to enhance its effectiveness and such change shall not require an amendment to this Agreement.
- C. COUNTY may delay payment if the required documentation referenced in this Section A.3 is not provided or other requirements are not met.

A.4 Disallowance

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, CONTRACTOR shall

promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

**SCHEDULE B
SCOPE OF SERVICES**

B.1 PROGRAM OBJECTIVES

CONTRACTOR shall conduct advance studies in water affordability challenges within elderly communities in the Inland Empire, particularly Riverside County. Upon completion of the project, CONTRACTOR shall provide a report of research findings, and a presentation to COUNTY.

B.2 COUNTY RESPONSIBILITIES

- A. COUNTY shall assign the following COUNTY staff to be responsible as follows:
1. RCOoA Project Manager shall be responsible for:
 - a. Overall planning in coordination with the CONTRACTOR's Project Manager;
 - b. Resource allocation, risk management, project priorities, and communication to executive management;
 - c. Ensuring that data provided to or accessed by CONTRACTOR includes, but is not limited to, zip codes, cities, and age while still maintaining the confidentiality of Personal Identifiable Information (PII).
 - d. Facilitating access to the transfer method of data, which will be handled through a Secure File Transfer Protocol (SFTP), or other approved and secured method of transmission.
 - e. Facilitating all necessary ongoing communications to assure input and feedback regarding the development and implementation of the data analysis and reports.
 - f. Identifying changes in COUNTY programs, services, and technology, and communicating said changes to the CONTRACTOR, as necessary, that may affect data analysis.
 - g. Reviewing and approving deliverables upon submission by CONTRACTOR. Such approval shall not be based upon any RCOoA agreement or disagreement with

CONTRACTOR's findings, recommendations or conclusions of the Scope of Work, unless such findings, recommendations, or conclusions are not reasonably supported by facts or reported in sufficient detail.

h. Facilitating review and approval of invoices by upon submission by CONTRACTOR.

B.3 CONTRACTOR RESPONSIBILITIES

- A. The CONTRACTOR shall designate personnel to serve as a liaison between CONTRACTOR and COUNTY and shall be responsible for the following:
1. Conducting studies in water affordability and disparities using advanced trends analysis and tools for data matching and predictive modeling.
 2. Participate in planning meetings with RCOoA and provide details associated with the meetings to the RCOoA Project Manager, as needed.
 3. Designing data collection procedures, data collection instruments, and analysis procedures, during the developmental phase of the project. At a minimum, the data provided to RCOoA shall include descriptive statistics, trends, and detailed reports pertaining to the scope of this study.
 4. Providing data outcomes and reports within timelines per project plan as developed by COUNTY and CONTRACTOR and reviewed by the RCOoA Director.
 5. Cooperating with RCOoA in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by this Agreement.

B.4 MUTUAL PROJECT ROLES

RCOoA and CONTRACTOR agree to establish a project plan to track deliverables to be reviewed by the RCOoA Director and/or Project Manager, to be updated as necessary, to establish mutually satisfactory timelines and methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this Agreement.

B.5 PROJECT RESPONSIBILITIES AND DELIVERABLES

All deliverables shall be reviewed by the assigned COUNTY Project Manager. Each party's responsibilities and the project deliverables are listed in the following table:

| DELIVERABLE 1 – AFFORDABILITY TRENDS DATA ANALYSES | | |
|---|---|---|
| CONTRACTOR RESPONSIBILITIES | COUNTY RESPONSIBILITIES | DELIVERABLES |
| <ul style="list-style-type: none"> • Conduct analysis of water cost trends in the elderly communities of Riverside County, with comparisons to the inflation rate. • Conduct analysis of income trends in elderly communities within Riverside County, with comparisons to the inflation rate. • Conduct analysis of water affordability (i.e., water expenditure ratios) trends in elderly communities within Riverside County, with comparisons to water affordability thresholds identified at the state and national levels, including EPA standards | <ul style="list-style-type: none"> • Review, provide feedback, and agree upon Statement of Work and Project Plan • Schedule initial planning meetings conducted either onsite at a mutually agreed upon COUNTY facility or via webinar. • Participate in analytical discussions and consultation, as needed. | <p>CONTRACTOR shall develop recommendations laying out the key deliverables.</p> <ol style="list-style-type: none"> 1. Statement of Work 2. Project Plan 3. Report of Findings |
| DELIVERABLE 2 – WATER BILL DELINQUENCY RATES ANALYSES | | |
| <ul style="list-style-type: none"> • Conduct analysis of household-level data that provides: <ol style="list-style-type: none"> 1. How water bill delinquency rates for elderly households within Riverside County have changed over the past decade with a comparison to non-elderly communities; | <ul style="list-style-type: none"> • Review, provide feedback, and agree upon Statement of Work and Project Plan • Schedule initial planning meetings conducted either onsite at a mutually agreed upon COUNTY facility or via webinar. | <p>CONTRACTOR shall develop recommendations laying out the key deliverables.</p> <ol style="list-style-type: none"> 1. Statement of Work 2. Project Plan 3. Report of Findings |

| | | |
|---|--|--|
| <p>2. Factors that are positively or negatively associated with water bill delinquency in elderly communities, including socioeconomic factors such as income and education; demographic factors such as age and race; and household level factors such as the size of household, water use, and whether the households have participated in any water conservation programs offered by the water service provider; and</p> <p>3. Identifying how water use varies across different age groups within Riverside County and whether households have engaged in particular water rebates and/or conservation programs offered by their service provider. Within this deliverable will be:</p> <p>3.1 A comparison of rebate program participation across age groups controlling for</p> | <ul style="list-style-type: none"> • Participate in analytical discussions and consultation, as needed. | |
|---|--|--|

| | | | |
|--|--|--|--|
| | <p>other SES and demographic factors.</p> <p>3.2 An analysis of how bill payment choice (e.g., autopay, mail, phone) rates differ across age groups</p> <p>3.3 An analysis of whether delinquency rates differ within and across age groups controlling for bill payment choice.</p> | | |
|--|--|--|--|

B.6 Deliverables

The COUNTY shall have a period of five (5) Business Days to review the CONTRACTOR’s Deliverables Sign-Off Document; financial summary detailing salary, benefits, travel and indirect Costs; and cumulative report of appropriations and expenditures, including an expense account summary, and provide any comments.

B.7 Change Orders

Either party may propose a change order to this Agreement. Change orders affecting this Agreement will not be effective until reviewed and approved in writing by CONTRACTOR and the COUNTY and made part of the Agreement through an amendment. CONTRACTOR will submit to the COUNTY an analysis of how the COUNTY’s proposed changes will affect the current work in terms of schedule and cost estimates. The COUNTY shall be under no obligation to accept the cost estimates for the proposed changes. However, if the parties agree to any proposed changes, such changes shall become binding on the parties only through an amendment to this Agreement signed by both parties. In no event shall CONTRACTOR be required to perform additional work

under this Agreement, or the COUNTY is required to pay for additional work performed under this Agreement without prior written authorization in accordance with this paragraph.

EXHIBIT A PROJECT PROPOSAL

Proposal: October 7, 2022

Project Description

1. **Project Title:** Affordability and Delinquency of Water Services in Elderly Communities in the Inland Empire: An Investigation of Trends and Possible Disparities
2. **Objectives and Deliverables**

This proposed project aims to explore the magnitude of water affordability challenges within elderly communities in the Inland Empire, particularly Riverside County. Specific questions addressed and investigated by this project will include:

- Inquiry 1: How has water affordability within elderly communities within Riverside County changed over the past decade?

With significant increases in water costs outpacing inflation beginning in the early 2000s, lower income and fixed income households likely have to spend a larger and potentially considerable fraction of their income on water services. Concern has risen in California and nationwide regarding the challenges such rate increases pose to lower-income households, especially given the essential nature of water access and affordability in health and well-being¹. From a research and public policy perspective, there has been scant attention on how such challenges affect elderly communities. We intend to reduce that gap and oversight.

Deliverables 1: To answer this question, we will provide an analysis of the following issues.

- Water costs trends in elderly communities within Riverside County, with comparisons to the inflation rate.
- Income trends in elderly communities within Riverside County, with comparisons to the inflation rate.
- Water affordability (i.e., water expenditure ratios) trends in elderly communities within Riverside County, with comparisons to water affordability thresholds identified at the state and national levels, including EPA standards.

For each of these issues, a comparison across water service providers and age groups within Riverside County and surrounding counties (e.g., San Bernardino and Orange) will be provided to identify possible disparities in water costs. Specific attention will be given to elderly communities.

- Inquiry 2: To what extent have water affordability challenges in elderly communities within Riverside County resulted in increases in failure to pay water bills?

With essential services such as housing (whose prices have increased by 360% since the early 2000s), and water outpacing inflation while incomes have been relatively stagnate in California (in real terms), households have less income to pay for such essential services;

¹ For example, see here for an water affordability study in the riverside county region: <https://www.emwd.org/ucr-affordability-study>

thus, paying bills becomes harder and harder each month. As an example of the challenges households are confronting, in 2020, over 1.6 million households in California had past due water bills of approximately \$1000 on average, resulting in a statewide debt of over \$1 billion. While the State response during Covid was a mandate restricting any water shutoffs for bill nonpayment, the mandate has expired. Failure to pay water bills has traditionally been correlated with water shutoffs, liens, and foreclosures on properties.

Deliverables 2: Using household-level data, our project will provide:

- An analysis of how water bill delinquency rates for elderly households within Riverside County have changed over the past decade with a comparison to non-elderly communities.
- An analysis of factors that are positively or negatively associated with water bill delinquency in elderly communities, including socioeconomic factors such as income and education; demographic factors such as age and race; and household level factors such as the size of household, water use, and whether the household's has participated in any water conservation programs offered by the water service provider.
- Because bill delinquency can be related to water use, our household-level analysis will also include identifying how water use varies across different age-groups within Riverside County and whether households have engaged in particular water rebates and/or conservation programs offered by their service provider. Within this deliverable, will be:
 - A comparison of rebate program participation across age groups controlling for other SES and demographic factors
 - An analysis of how bill payment choice (e.g., autopay, mail, phone) rates differ across age groups
 - An analysis of whether delinquency rates differ within and across age groups controlling for bill payment choice.

Three factors require additional emphasis. First, understanding how participation in rebate programs affect water use and water costs can be extremely useful from a policy and management perspective that can target household with affordability challenges. While many households are eligible or have access to rebate programs and subsidized water costs, these programs are significantly underutilized. As such, identification of households or communities that underutilize such programs can help water service providers more effectively target their programs for increased participation. Second, analyzing how households' failure to pay bills (i.e., bill delinquency) may differ across age groups, and in particular, increasing age groups within the elderly categories, will help us to not only better understand how income may play a factor but also consider how non-income factors may play a role. While we will not have any specific data on cognitive function (although we can control for average education levels within communities), if one controls for education and income levels in specific communities, a finding that the more elderly the community, the higher the rate of bill delinquency while controlling for other SES and demographic factors will certainly suggest further investigation into this. And third, we will explore in detail if and the extent to which particular payment bill choices (e.g., mail or phone call) may lead to

increased rates of delinquency in elderly communities relative to non-elderly communities, and if those rates increase with age.

For this specific analysis, household-level data will come from two water service providers and cover cities such as Moreno Valley, Elsinore, Hemet, Perris, Temecula, Murrieta, and Menifee.

2. Reports/Presentations/Engagement

At the end of the project, a report and presentation will be given to the Riverside County Office of Aging. In addition, a workshop/seminar will be presented at UCR, open to the public, on water affordability challenges confronting Riverside County residents, with particular attention to those challenges that burden elderly communities. Issues other than water affordability will also be presented, including housing, food insecurity, and income.

3. Duration

- January 3rd, 2022 through October 30th, 2023

4. Budget

- \$80,000

5. Investigators

- Dr. Kurt Schwabe, Professor of Environmental Economics and Policy, School of Public Policy, UC Riverside
- Dr. Mehdi Nemati, Assistant Professor of Cooperative Extension in Water Resources Economics and Policy, School of Public Policy, UC Riverside
- Two Graduate Student GSRs (graduate student researchers). Masters of Public Policy Program, School of Public Policy, UC Riverside

ATTACHMENT 1
DELIVERABLE SIGN-OFF DOCUMENT

Deliverable Sign-Off Document

| Project Information | | | |
|--|------------------------------------|--|-----------------------|
| Dept./Division: Programs and Operations | | Project: Affordability and Delinquency of Water Services in Elderly Communities in the Inland Empire: An Investigation of Trends and Possible Disparities | |
| Project Manager: Jennifer de la Ossa-Ramirez | | | |
| Contractor: The Regents of the University of California on behalf of its Riverside Campus | | Agreement#: RCOoA-MOU-2223-001 UCR | |
| Project Deliverable Description | | | |
| Deliverable#: | Date Deliverable Completed: | Date Submitted: | Date Received: |
| Deliverable Description: | | | |
| Deliverable Approval <i>Such approval by RCOoA shall not be unreasonably withheld and such approval shall not be based upon RCOoA's agreement or disagreement with CONTRACTOR's findings, recommendations, or conclusions of the Statement of Work, unless such findings, recommendations, or conclusions are not reasonably supported by facts or reported in sufficient detail.</i> | | | |
| Approval Signature: | | Date: | Comments: |
| Project Manager: | | | |
| Non-Acceptance of Deliverable | | | |
| Signature: | | Date: | Comments: |
| Reason for Non-Acceptance <i>Such non-acceptance by RCOoA shall not be based upon RCOoA's agreement or disagreement with CONTRACTOR's findings, recommendations or conclusions of the Statement of Work, unless such findings, recommendations, or conclusions are not reasonably supported by facts or reported insufficient detail.</i> | | | |

ATTACHMENT 2
REIMBURSEMENT REQUEST FORM



Company XYZ
12345 Street
Riverside, CA 92521

FEDERAL TAX ID: 958006142
INVOICE NO:
INVOICE DATE:

REMIT PAYMENT TO: U.C. REGENTS
CASHIER'S OFFICE
RIVERSIDE, CA 92521

XXXXX-A01392-XXXXX-ZZ

AGREEMENT NO:
PROJECT TITLE:

PI NAME:
PI DEPARTMENT:

INVOICE PERIOD: XX/XX/XXXX to XX/XX/XXXX

Partial

CURRENT PERIOD EXPENDED TO DATE

Salaries

Benefits

Supplies

Travel

Facilities & Administration at 55.5%

MTDC TOTAL EXPENDITURES

\$ _____ -

CURRENT DUE

\$ _____ -

CERTIFICATION:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the te the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any mate to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

DIRECT QUESTIONS TO:

EMF@ucr.edu

APPROVED BY:

Rose Aionzo-Le

Fund Manager

Approval Date:

SPECIAL BILLING INSTRUCTIONS: Please note our invoice number on your remittance.
Please return a copy of this invoice with your payment

ATTACHMENT B

Project Description

1. **Project Title:** Affordability and Delinquency of Water Services in Elderly Communities in the Inland Empire: An Investigation of Trends and Possible Disparities
2. **Objectives and Deliverables**

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Deliverables 1: To answer this question, we will provide an analysis of the following issues.

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- Income trends in elderly communities within Riverside County, with comparisons to the inflation rate.
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¹ For example, see here for an water affordability study in the riverside county region:
<https://www.emwd.org/ucr-affordability-study>

thus, paying bills becomes harder and harder each month. As an example of the challenges households are confronting, in 2020, over 1.6 million households in California had past due water bills of approximately \$1000 on average, resulting in a statewide debt of over \$1 billion. While the State response during Covid was a mandate restricting any water shutoffs for bill nonpayment, the mandate has expired. Failure to pay water bills has traditionally been correlated with water shutoffs, liens, and foreclosures on properties.

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increased rates of delinquency in elderly communities relative to non-elderly communities, and if those rates increase with age.

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At the end of the project, a report and presentation will be given to the Riverside County Office of Aging. In addition, a workshop/seminar will be presented at UCR, open to the public, on water affordability challenges confronting Riverside County residents, with particular attention to those challenges that burden elderly communities. Issues other than water affordability will also be presented, including housing, food insecurity, and income.

4. Duration

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5. Budget

- \$80,000

6. Investigators

- Dr. Kurt Schwabe, Professor of Environmental Economics and Policy, School of Public Policy, UC Riverside
- Dr. Mehdi Nemati, Assistant Professor of Cooperative Extension in Water Resources Economics and Policy, School of Public Policy, UC Riverside
- Two Graduate Student GSRs (graduate student researchers). Masters of Public Policy Program, School of Public Policy, UC Riverside

ATTACHMENT C



Date: February 7, 2023
From: Jewel Lee
To: Purchasing Agent
Via: Simon Collins/(951) 539-6583
Subject: Single Source Procurement; Request for Research and data of Affordability and Delinquency of Water Services for Riverside County Older Adults

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. Supplier being requested: The Regents of the University California, Riverside Campus

2. Vendor ID: 0000033626

3. Single Source Sole Source

(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)

4. Have you previously requested and received approval for a sole or single source request for this vendor for your department? (If yes, please provide the approved sole or single source number).

Yes No
SSJ# _____

4a. Was the request approved for a different project?

Yes No

5. Supply/Service being requested:

Research, data collection, and policy proposals for Riverside County affordability and delinquency of water services for the elderly community.

Promoting a life of dignity, well-being and independence for older adults and persons with disabilities.

Programs & Administration
3610 Central Avenue, Suite 102
Riverside, CA 92506

West County
7894 Mission Grove Parkway South
Riverside, CA 92508

East County
44-199 Monroe Street, Suite B
Indio, CA 92201

877 – 932 – 4100

● FAX (951) 867-3830 ● TRS/TTY: 711 ●



6. **Unique features of the supply/service being requested from this supplier:** Dr. Kurt Schwabe, Associate Dean and Professor of Environmental Economics and Policy School of Public Policy University of California-Riverside (UCR), and his team at UCR are the only source who is performing these studies at the local county level and is able to filter the data and direct the research to focus on the older adults living in Riverside County.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** With the vast majority of seniors living on minimal fixed incomes and with the rising costs of living, overall, but more specifically in the area of utilities, including but not limited to natural gas, electricity, and water, collection of this data and insights from Dr. Schwabe and his team of graduate students will provide the department and county overall valuable insights into trends and possible disparities affecting this vulnerable population.

8. **Period of Performance:** From: January 03,2023 to June 30,2024
 (total of 1 year)

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. **Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

| Description: | FY_23_ | FY_24_ | FY__ | FY__ | FY__ | Total |
|--|----------|----------|------|------|------|----------|
| One-time Costs: | | | | | | |
| <i>(Insert description)</i> | | | | | | |
| Ongoing Costs: | \$60,000 | \$30,000 | | | | \$90,000 |
| Research/Data Collection/Data Analysis/Reporting | | | | | | |

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| | | | | | | |
|--------------------------------|--|--|--|--|--|----------|
| Previous SSJ Approved Amounts: | | | | | | |
| <i>(Insert description)</i> | | | | | | |
| Total Costs | | | | | | \$90,000 |

Note: Insert additional rows as needed

10. **Price Reasonableness:** Ordinance 459 allows for award of contracts with any federal, state, or local government agency without bidding due to the nature of collaboration and partnership of beneficial programs with government entities.

11. **Projected Board of Supervisor Date (if applicable):** 4/4/2023
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

JEWEL LEE

02/09/2023

Department Head Signature
(or designee)

Print Name

Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

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Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through _____ (date)
(If Annual Amount Varies each FY)

FY 22/23 : \$ 60,000
FY 23/24 : \$ 30,000
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____

Meghan Hahn
Purchasing Agent

2/9/2023
Date

23-135
Approval Number
(Reference on Purchasing Documents)

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