

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



ITEM: 3.67
(ID # 22185)

MEETING DATE:
Tuesday, August 29, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Contracts for Professional Services between California Baptist University and the County of Riverside, Agreement No. LAC-2023, to Provide Calls for Services, Educational Training, and Seminars to Decrease Youth Drug Use within Jurupa Valley, District 2. [\$2,950 – 100% Contract Revenue from California Baptist University]; 4/5 Vote Required

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Contracts for Professional Services (LAC-2023) between California Baptist University and the County of Riverside (Contracts) for joint training and education services with a term beginning September 30, 2022, and terminating September 29, 2023, for a total aggregate Contract amount of \$2,950.00;
2. Authorize the Chair of the Board of Supervisors to execute the attached Contracts on behalf of the County;
3. Authorize the Sheriff, or designee, to sign amendments that exercise the options of the Contracts, including modifications of the statement of work that stay within the intent of the Contracts, as approved to form by County Counsel;
4. Approve and direct the Auditor-Controller to make the budget adjustments on the attached schedule A.

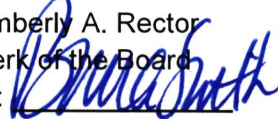
ACTION:4/5 Vote Required


Donald Sharp, Undersheriff 8/23/2023

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, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 29, 2023
xc: Sheriff

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	\$ 2,950	\$ 0	\$ 2,950	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Contract Revenue from California Baptist University.			Budget Adjustment:	Yes
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BR: 23-084

Prev. Agn. Ref.: 8/04/20, 3.48

BACKGROUND:

Summary

On August 04, 2020 (Minute Order 3.48), the Riverside County Board of Supervisors approved Professional Services Agreement LAC-2019 in the amount of \$4,000 between Riverside County and California Baptist University (CBU) funded by the FY 2019 Drug-Free Communities Program grant to reduce youth substance abuse in Jurupa Valley.

On November 02, 2020, California Baptist University (CBU) was awarded the FY 2020 Drug-Free Communities Program (DFC) grant in the amount of \$195,828 for the Healthy Jurupa Valley Drug-Free Communities Project to continue efforts to decrease youth alcohol and drug use in Jurupa Valley. CBU has allocated \$2,950 of the grant to fund a Professional Service Agreement with the Riverside County Sheriffs, Jurupa Valley Station to provide technical assistance on drug prevention efforts related to the objectives of the Healthy Jurupa Valley Drug Free Communities Project. The Healthy Jurupa Valley Drug-Free Communities Project's mission is to serve as a direct liaison between residents, community partners and local government officials to prevent and reduce drug and alcohol usage in the youth aged 12 to 20 years.

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

1. To decrease youth alcohol use and increase the consequence of providing alcohol to minors.
2. Educate the community on a new city ordinance and support the CBU Project Director and partners by enforcing the city's social host ordinance (i.e., party patrols, sales to minors operations, related calls-for-service), and providing data related to youth-alcohol use.
3. To provide data for opioid related calls for service and use of Naloxone (Narcan).
4. To reduce youth and community access to unused prescription medication by assisting with monthly disposals of current prescription drop box materials.

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Impact on Residents and Businesses

The agreement between California Baptist University and Healthy Jurupa Valley Drug-Free Community Project is a collaborative effort to reduce drug and alcohol use among youth in the community. The project will provide enhanced education and substance abuse services to the local community.

Additional Fiscal Information

The Sheriff's Office received notification of project approval in FY 22/23, but no activity will occur until FY 23/24. The Sheriff's Office is requesting a budget adjustment now as it could not anticipate the additional revenue or expenditures in the FY 23/24 budget request.

ATTACHMENTS:

1. Schedule A – Budget Adjustment
2. Two (2) Professional Service Agreements
3. Two (2) Attachment 2A
4. Two (2) Attachment 2B

**FY23/24
Schedule A**

Increase Appropriations:

10000-2500300000-510420	Overtime	\$2,810
10000-2500300000-518080	Other Budgeted Benefits	<u>\$ 140</u>
Total Increase in Estimated Appropriations		\$2,950

Increase Estimated Revenues:

10000-2500300000-781260	Budget Reimbursement	<u>\$2,950</u>
Total Increase in Estimated Revenue		\$2,950


Heydee Koury, Sr Accountant - Auditor 8/23/2023


Rebecca S Cortez, Principal Management Analyst 8/23/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 8/21/2023

Contract for Professional Services ("AGREEMENT")

Institution/Organization ("UNIVERSITY")	Institution/Organization ("CONTRACTOR")	
Name: California Baptist University	Name: County of Riverside, on Behalf of its Sheriff's Department	
Address: 8432 Magnolia Avenue Riverside, CA 92504	Address: 4095 Lemon Street Riverside, CA 92501	
	EIN No.: 95-6000930	
Period of Performance: 9/30/2022 to 9/29/2023	Amount Not to Exceed: \$2,000.00	Agreement Number: LAC-2023
Contact Info: Dr. Robert LaChausse at (951) 552-8484 Angelica Diaz at (951) 343-4827	Contact Info: Lt. Jason Sexton at (951) 955-2600	

General Terms and Conditions

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

1. Services - The statement of work and payment terms for this Agreement are shown in Attachment 1, which is attached hereto and incorporated herein by reference.

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

3. Ownership - All records, reports, documents, and other material delivered or transmitted to Contractor by University shall remain the property of University and shall be returned to University at termination or expiration of this contract. All records, reports, documents or other materials related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall remain the property of Contractor including reports or other records resulting in law enforcement activity to enforce a social host ordinance, and shall be returned to Contractor at termination or expiration of this contract.

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

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

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

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

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

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

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

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

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

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

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

15. The continuation of this Agreement is contingent upon the continued receipt of external grants funds from Centers for Disease Control and Prevention (CDC).

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

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

UNIVERSITY:

By: *Mark Howe* Date: 7/31/2023

Mark Howe, Senior Vice President for Finance & Administration

CONTRACTOR:

By: *Kevin Jeffries* Date: 8/29/23

Kevin Jeffries
Chairman, Riverside County Board of Supervisors

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: *Kimberly A. Rector*
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: *Kristine Bell-Valdez* DATE

AUG 29 2023 3.67

*Sheriff
item 22185
Attachments
1 PSA
2 & 3 2A & 2B*

Contract for Professional Services ("AGREEMENT")

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		EIN No.: 95-6000930	
Period of Performance: 9/30/2022 to 9/29/2023		Amount Not to Exceed: \$950.00	Agreement Number: LAC2-2023
Contact Info: Dr. Robert LaChausse at (951) 552-8484 Angelica Diaz at (951) 343-4827		Contact Info: Lt. Jason Sexton at (951) 955-2600	

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

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


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

UNIVERSITY:

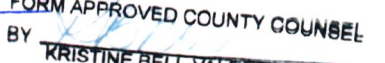
By  Date: 7/31/2023
Mark Howe, Senior Vice President for Finance & Administration

CONTRACTOR:

By  Date: 8/29/23
Kevin Jeffries
Chairman, Riverside County Board of Supervisors

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY  DATE

AUG 29 2023 3.47

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

Contract Number:
LAC-2023

Pass-Through Entity (PTE)

PTE Name: **California Baptist University**
Address: **8432 Magnolia Ave.**
City: **Riverside** State: **CA** Zip Code+4: **92504-3206** Zip Code [Look-up](#)

PTE Administrative Contact

Name: **Angelica Diaz, Director of Research Initiatives**
Address: **8432 Magnolia Ave.**
City: **Riverside** State: **CA** Zip Code: **92504-3206**
Telephone: **951-342-4827** Email: **adiaz@calbaptist.edu**
COI Contact email (if different to above):

PTE Project Director

Name: **Robert LaChausse, Ph.D.**
Address: **8432 Magnolia Ave.**
City: **Riverside** State: **CA** Zip Code: **92504-3206**
Telephone: **951-552-8484** Email: **rlachausse@calbaptist.edu**

PTE Financial Contact

Name: **Shelley Murley, Director of Accounting**
Address: **8432 Magnolia Ave.**
City: **Riverside** State: **CA** Zip Code: **92504-3206**
Telephone: **951-343-4292** Email: **smurley@calbaptist.edu**
Email invoices? Yes No Invoice email (if different): **ori@calbaptist.edu**
Invoice Address (if different):

PTE Authorized Official

Name: **Mark Howe, Vice President for Finance and Administration**
Address: **8432 Magnolia Ave.**
City: **Riverside** State: **CA** Zip Code: **92504-3206**
Telephone: **951-343-4998** Email: **mhowe@calbaptist.edu**
Central email:

FORM APPROVED COUNTY COUNSEL
BY **KRISTINE BELL-VALDEZ** DATE

Attachment 2B
Contract Agreement
Contractor Contacts

Contract Number:
LAC-2023

Contractor Place of Performance

Name:

Address:

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

EIN No.: DUNS: Parent DUNS:

Institution Type: Congressional District:

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

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

Contractor Administrative Contact

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Contractor Project Director

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Contractor Financial Contact

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Central email: Is this the remittance address? Yes No

Remittance Address (if different):

Contractor Authorized Official

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Central email:

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ DATE _____