

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



ITEM: 3.23
(ID # 22910)

MEETING DATE:
Tuesday, September 26, 2023

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approval of Professional Service Agreement for Recreational Services in County Service Area 36 (CSA 36) Idyllwild between County of Riverside and San Jacinto Mountain Community Center, Inc, through Fiscal Year 27/28. District 4. [\$1,100,000 Total Cost - 100% CSA 36 Fund 23375].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Authorize the Chairman to Execute the Attached Professional Service Agreement between San Jacinto Mountain Community Center, Inc. and the County of Riverside, without Seeking Competitive Bids, for a total amount of \$1,100,000, through Fiscal Year 27/28; and
2. Delegate Contract Management Authority to the Director of the Riverside County Office of Economic Development, or designee.

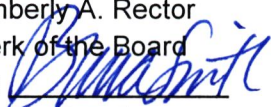
ACTION:


Suzanne Holland, Director of Office of Economic Development 8/31/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Washington 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: September 26, 2023
xc: OED

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	\$ 220,000	\$ 220,000	\$ 1,100,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: County Service Area 36 Fund 23375			Budget Adjustment: Yes	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

County Service Area 36 (CSA 36) was established in 1965 to provide street lighting and recreation services for the community of Idyllwild. Currently, San Jacinto Mountain Community Center, Inc., a 501 (c)(3) corporation, dba Idyllwild Community Center (ICC), provides contract recreation services for CSA 36 in the Idyllwild Community Center building. ICC is a local organization that provides recreational, cultural, and social opportunities for the residents of Idyllwild. ICC recently purchased the Idyllwild Community Center building, and desires to continue to provide recreation services through professional service agreement.

Impact on Residents and Businesses

CSA 36 requests approval and execution of the attached professional service agreement between ICC and the County, without seeking competitive bids, to prevent a redundancy in services in the community and operate more efficiently by utilizing the recreational facilities already owned and operated by ICC. ICC owns the local community center, Town Hall, and is currently building a new community center. ICC is operated by a Board of Directors who are local residents of CSA 36 and are in touch with the recreational needs of the community. Selection of another contractor to operate recreational services would result in additional costs for procuring or renting space for recreational services within CSA 36, ultimately reducing additional available funding for direct programming.

Additional Fiscal Information

The total annual cost for service is \$220,000, with a potential annual increase based on performance evaluation and available funding from Ad Valorem collected. CSA 36 budgeted \$180,000 for these services in the current fiscal year, which offsets the budget needed. The attached Schedule A adjustment proposes to increase the budget by the additional \$40,000.

Contract History and Price Reasonableness

ICC has provided successful recreational services since 2017 without an increase in funding while costs of services have increased significantly. They have a proven track record of operating efficiently and providing enhanced service through additional fund-raising efforts. As the local provider and owner of recreational facilities, revenue collected from CSA 36 special assessments can be spent on programming instead of being diverted to overhead costs for rent or facility procurement.

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

ATTACHMENTS

SCHEDULE A BUDGET ADJUSTMENT

ATTACHMENT A– Professional Service Agreement

ATTACHMENT B- Single Source Justification



Aaron Gettis, Deputy County Counsel 9/14/2023



RIVERSIDE COUNTY
OFFICE OF ECONOMIC DEVELOPMENT

Date: August 30, 2023

From: Suzanne Holland, Director
Riverside County Office of Economic Development

To: Board of Supervisors/Purchasing Agent

Subject: Single Source Procurement; Request for: Professional Services – Recreational Operations in County Service Area 36 Idyllwild

The below information is provided in support of my Department requesting approval for a single source.

Description of Request: Recreational programming services to the community of Idyllwild, County Service Area 36.

1. **Supplier being requested:** San Jacinto Mountain Community Center, Inc dba Idyllwild Community Center

2. **Vendor ID:** 212245

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# _24-049_____

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

Yes **No**



**RIVERSIDE COUNTY
OFFICE OF ECONOMIC DEVELOPMENT**

5. Supply/Service being requested: Providing recreational programming to the community of Idyllwild in County Service Area 36. Programming includes youth and senior sports leagues, senior fitness classes, youth summer camps, seasonal festival events, and community center operations.

6. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

San Jacinto Mountain Community Center, Inc. dba Idyllwild Community Center (ICC), is a local non-profit organization that provides recreational, cultural, and social opportunities for the residents of Idyllwild. ICC owns the facility in Idyllwild known as Idyllwild Town Hall. Town Hall is the only community/recreation center within CSA 36. ICC is operated by a Board of Directors who are all local residents of CSA 36 and are in-touch with the recreational needs of CSA 36. Utilizing a vendor for recreational services from outside of CSA 36 would require renting or procuring a new facility and renovating it to meet the needs of a community center or recreational facility. It would also mean a redundancy of recreational service within CSA 36.

7. Reasons why my department requires these unique features and what benefit will accrue to the county:

CSA 36 was created to provide recreation for the community of Idyllwild. By partnering with the local non-profit, the special assessments collected for recreational services can be utilized in a more efficient manner. Also, utilizing the local vendor means local control and input over the types of services the community will receive.

8. Period of Performance: August 1, 2023 – June 30, 2028

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

9. Identify all costs for this requested purchase.

The cost of service is \$1,100,000 for the term of the agreement.

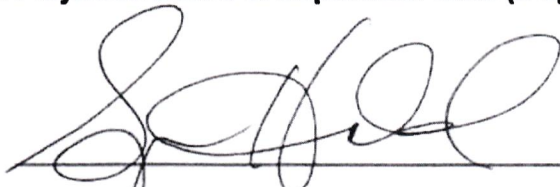


**RIVERSIDE COUNTY
OFFICE OF ECONOMIC DEVELOPMENT**

Description:	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
One-time Costs:						
Ongoing Costs:	\$197,906	\$220,000	\$220,000	\$220,000	\$220,000	\$1,100,000
<i>(Prepare Schedule, determine public Improvements, update parcel database, create growth projections and increment forecasts, determine bonding, create the IFP, attend meetings)</i>						
Previous SSJ Approved Amounts:	\$ 22,094					
Total Costs	\$220,000					

10. Price Reasonableness: ICC is the only recreational provider in CSA 36, Idyllwild. They also own the only facility used as a community/recreation center. By partnering with ICC, the County will save money due to the ability to use the existing facility and only have to pay for operational and programming costs. Selecting a vendor other than ICC would result in the same said costs, plus the cost of renting or procuring a facility for operations.

11. Projected Board of Supervisor Date (if applicable): September 26, 2023



DEPARTMENT HEAD SIGNATURE
(OR DESIGNEE)

SUZANNE HOLLAND

09/30/23

PRINT NAME

DATE



RIVERSIDE COUNTY
OFFICE OF ECONOMIC DEVELOPMENT

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

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ 220,000 / per fiscal year through 6/30/28 (date) (If Annual Amount Varies each FY)

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____

Meghan Hahn
Purchasing Agent

8/31/23
Date

24-049a
Approval Number
(Reference on Purchasing Documents)

SCHEDULE A
Office of Economic Development
County Service Area 36 Budget Adjustment
Fiscal Year 2023/2024

Increase appropriations:		
23375-903601-525440	Professional Services	\$40,000
Use of restricted fund balance:		
23375-903601-321101	Restricted Program Money	\$40,000

PROFESSIONAL SERVICE AGREEMENT

for

**RECREATIONAL SERVICES IN COUNTY SERVICE AREA 36
IDYLLWILD**

between

COUNTY OF RIVERSIDE

and

SAN JACINTO MOUNTAIN COMMUNITY CENTER, INC.



This Agreement, made and entered into this ___ day of ___, 2023, by and between San Jacinto Mountain Community Center, Inc., DBA Idyllwild Community Center, a 501 (c)(3) corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

RECITALS

WHEREAS, the Riverside County Office of Economic Development (RivCoED) through County Service Area 36 Idyllwild (CSA 36) provides recreation services to residents in CSA 36; and

WHEREAS, CSA 36 requires a professional operator to provide recreational programming and services; and

WHEREAS, CONTRACTOR is a local non-profit organization that provides recreational, cultural, and social opportunities for residents and visitors; and

WHEREAS, COUNTY has selected CONTRACTOR to provide recreation services within CSA 36.

NOW, THEREFORE, the parties hereby agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the reasonable satisfaction of the COUNTY and in conformance to and consistent with the highest standards of professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon final signature and continues in effect through June 30, 2028, with the option to extend two (2) additional, two (2) year terms unless terminated earlier.

CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter, subject to the terms hereof. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Subject to the terms regarding annual price adjustment increases in Section 3.2 below, payments by COUNTY to CONTRACTOR shall not exceed TWO HUNDRED TWENTY THOUSAND DOLLARS (\$220,000.00) annually as stated in Exhibit B. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount, except as approved by COUNTY in writing in advance, and shall have no obligation to purchase any specified amount of services or products. CONTRACTOR is not obligated to perform any services for which payment will not be due hereunder by COUNTY. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (if applicable). The COUNTY requires written proof reasonably satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The amount of each annual increase will be determined based on the available revenue received through Ad Valorem collected the previous fiscal year. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, provided that CONTRACTOR's failure to provide an invoice within such period shall have no effect on CONTRACTOR's right to payment for services rendered hereunder, and COUNTY shall pay the invoice within thirty (30) days from the date of receipt of the invoice. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Office of Economic Development

Attn: CSA 36

3403 10th Street, Suite 400
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 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 and have no further force and effect. Notwithstanding the foregoing, obligations arising prior to the date of termination of the Agreement, including COUNTY’s obligation to pay CONTRACTOR any unpaid amounts for services rendered prior to termination, when and as funding is received, shall survive termination of this Agreement.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and/or designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement, with CONTRACTOR’s written consent. 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.

4.2 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 received written notice of any actual or claimed change in the work, which results in additional cost to the CONTRACTOR. If the COUNTY decides that the facts provide sufficient justification, the COUNTY 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 in the event of a change in the work preapproved in writing by CONTRACTOR.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 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 receipt of written notice from COUNTY of such default. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 CONTRACTOR may, upon ten (10) days' prior written notice to COUNTY, terminate this Agreement if COUNTY becomes in breach of any obligation pursuant to this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice thereof.

5.4 After receipt (or delivery) 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.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 This Agreement shall terminate (except for COUNTY's obligation to pay CONTRACTOR fees accrued prior to the date of termination and any other rights or obligations of the parties that expressly survive termination of this Agreement) upon fraud or a willful 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.

5.7 The rights and remedies of the parties provided in this section shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, or pursuant to this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products 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 without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has 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 covenants 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 reasonably be perceived as incompatible with the COUNTY's interests.

7.2 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.

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all reasonable times, with reasonable prior written notice to CONTRACTOR. The CONTRACTOR shall provide adequate, reasonable 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 performed or products provided by CONTRACTOR are not in material conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services 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: require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement. The COUNTY may also terminate this Agreement for default, subject to the terms of Section 5, and pursue any rights or remedies available to COUNTY at law or in equity.

8.2 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 at any reasonable time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 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 any employee, agent, or subcontractor of CONTRACTOR 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 is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants 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.

10. 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.

11. Disputes

11.1 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.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants 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.

13. Use By Other Political Entities

It is understood that other governmental entities may make purchases from CONTRACTOR in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. 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. S1210 et seq.) and all other applicable laws or regulations.

15. 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 five years following termination

of this Agreement and be available for audit by the COUNTY, at COUNTY's expense. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as reasonably requested by COUNTY, at COUNTY's expense.

16. Confidentiality

16.1 Neither party shall use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; information or data which is not subject to public disclosure; operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 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.

17. Administration/Contract Liaison

The COUNTY Director of the Riverside County Office of Economic Development, or designee, shall administer this Agreement on behalf of the COUNTY. The Riverside County Office of Economic Development is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. 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 of Economic Development
3403 10th Street, Suite 400

CONTRACTOR

San Jacinto Mountain Community Center
DBA Idyllwild Community Center

Riverside, CA 92501
Attn: Michael Franklin

PO Box 1770
Idyllwild, CA 92549
Attn: Stephanie Yost

19. Force Majeure

If either party is unable to comply with any provision of this Agreement (exclusive of any payment obligation) due to causes beyond its reasonable control, 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.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 Except to the extent of COUNTY's gross negligence or willful misconduct, CONTRACTOR shall 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, subcontractors, 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 or any other element of any kind or nature. 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.

21.2 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR and its members and agents from any and all costs, expenses, claims, loss, and liability arising from or relating to COUNTY's breach of this Agreement, gross negligence, or willful misconduct.

21.3 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.

21.4 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, subject to the terms hereof.

22. Insurance

22.1 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. With respect to this 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 as prescribed by law. 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 \$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.

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. 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) CONTRACTOR shall furnish COUNTY, or cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside 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 of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto 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 original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier 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 retentions 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 seven (7) 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 reasonably give rise to a claim arising from the performance of this Agreement.

23. General

23.1 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 without such consent shall be deemed void and of no force or effect.

23.2 Any waiver by either party 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 either party 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.

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

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

23.5 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 services specified in this Agreement.

23.6 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.

23.7 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.

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

23.9 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).

23.10 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.

23.11 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.

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

COUNTY OF RIVERSIDE, a political

**SAN JACINTO MOUNTAIN
COMMUNITY CENTER**, a 501 (c)(3)
corporation

subdivision of the State of California

By: [Signature]
Kevin Jeffries, Chair
Board of Supervisors

By: [Signature]
Name: Stephanie Yost
Title: President

Dated: 9/26/23

Dated: 8/25/23

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

By: [Signature]
Stephanie K. Nelson
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk
By: [Signature]
DEPUTY

SEP 26 2023 3.23

EXHIBIT “A”

SCOPE OF WORK

The scope of work assumes operations of community social and cultural services and recreational programming. CONTRACTOR may use any combination of owned facilities and rented facilities as deemed necessary by CONTRACTOR for the proper execution of contracted services.

Specifically, the Contractor will perform the following tasks:

- Parks and Recreation Services including physical fitness programs, sports, exercise, social, cultural services, and programs.
- Youth Services Programs, including youth sports and recreation, summer youth programs, afterschool programs, tutoring/homework assistance, and youth cultural programming.
- General community programming and services that offer, including, but not limited to, access to information about nutrition, health services, cultural programs, and safety programs in the mountain communities.

**EXHIBIT “B”
COMPENSATION**

• Fiscal Year 2023/2024	July 1, 2023 through June 30, 2024	\$220,000
• Fiscal Year 2024/2025	July 1, 2024 through June 30, 2025	\$220,000*
• Fiscal Year 2025/2026	July 1, 2025 through June 30, 2026	\$220,000*
• Fiscal Year 2026/2027	July 1, 2026 through June 30, 2027	\$220,000*
• Fiscal Year 2027/2028	July 1, 2027 through June 30, 2028	\$220,000*

*Annual increase may apply in accordance with Section 3.2