

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



**ITEM: 3.47  
(ID # 24813)**

**MEETING DATE:**  
Tuesday, April 30, 2024

**FROM :** RUHS-BEHAVIORAL HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve the Single Source Justification (SSJ) and Service Agreement with Catch Transportation and Events, LLC for Student Transportation Services, in the Amount of \$280,000 for FY 2023/2024, All Districts. [Total Cost, \$280,000, 90% Federal, 10% State Funds]

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

1. Ratify and approve the Single Source Justification (SSJ) and Service Agreement with Catch Transportation and Events, LLC for Student Transportation Services, in the amount of \$280,000 for the term of July 1, 2023, through June 30, 2024, and authorize the Chair of the Board to sign and execute the agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, to issue a Purchase Order to Catch Transportation and Events, LLC to pay for services rendered.

**ACTION:**Policy


  
Matthew Chang, Director 4/19/2024

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez 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: April 30, 2024  
xc: RUHS-BH

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$280,000	\$0	\$280,000	\$ 0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$ 0
<b>SOURCE OF FUNDS:</b> 90% Federal 10% State			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24	

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

**BACKGROUND:**

**Summary**

Riverside University Health System - Behavioral Health (RUHS-BH) operates a continuum of care system, composed of County-operated clinics and contract service providers, delivering a variety of treatment services in each geographic region of the County. Mental Health Services Act (MHSA) provides funding for the Prevention and Early Intervention (PEI) program, which includes mental health outreach, awareness and stigma reduction, parent education and support, early intervention for families in school, transition age youth projects, first onset for older adults, trauma-exposed services and underserved cultural populations.

The California Friday Night Live (FNL) program was developed in Sacramento in 1984, now celebrating 38 years of engaging young people. The FNL program was designed to reduce alcohol use and other problems among young people by building partnerships for positive and healthy youth development which engage youth as active leaders and resources in their communities.

RUHS-BH Substance Abuse Prevention and Treatment Program's FNL and Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) sponsor various annual events for the youth of Riverside County with the focus of preventing substance abuse/use and reoccurring mental health issues. These events include but are not limited to: Dare to Be Aware, Red Ribbon Week, and Active Conferences for students. Transportation needs range throughout the year from transporting approximately a few dozen students to approximately 2,500 students from over 50 school sites in the desert, western, and mid-county regions for regional and out-of-county events. Funding sources require the programs to provide safe, reliable, and professional transportation services for the youth attending these events.

Therefore, RUHS-BH is requesting that the Board of Supervisors ratify and approve the Sole Source Justification and Service Agreement with Catch Transportation, LLC for student transportation services and authorize the Purchasing Agent to issue a purchase order to pay for services rendered.

**Impact on Citizens and Businesses**

These programs are a component of the Behavioral Health's system of care aimed at improving the health and safety of consumers and the community.

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

**Additional Fiscal Information**

There are sufficient appropriations in the Department's FY2023/2024 budget to fund the start of services. No additional County funds are required.

**Contract History and Price Reasonableness**

RUHS-BH continues to encounter barriers securing transportation for both FNL and PEI annual events. Specific events of note are the FNL Fun Day at Six Flags, which draws approximately 2,500 students, and PEI's Dare to be Aware. Previously used transportation vendors have either been non-responsive or unable to meet the logistic and/or geographic needs of the events.

Catch provided transportation services on November 4, 2023, bussing thousands of students for FNL Fun Day, covering all transportation needs for the event, and February 6, 2024, bussing students from the desert region to the D2BA event. The department has had a difficult time securing bussing for the desert region, but Catch was able to meet the needs of the events, including coach busses with restrooms to avoid restroom stops for the students coming from the desert region. To accommodate the potential needs to the end of the fiscal year, RUHS-BH submitted an after the fact review for a single source procurement (SSJ # 24 – 222) with Catch Transportation and Events, LLC.

During this time, the Purchasing Department released the Request for Quote (RFQ) #MHARC-287 for Student Transportation Services on July 10, 2023. The RFQ only drew one bidder and closed August 15, 2023. The bid response was evaluated based on performance criteria and cost-effectiveness to the county. Since then, RUHS-BH has been working with Purchasing to finalize negotiations with the sole bidder, and negotiations are ongoing. Securing transportation has been an ongoing challenge for the department. To continue to meet the needs of RUHS-BH programs, programmatically and geographically, the department will be reopening a formal bid to seek additional vendors.

**ATTACHMENTS:**

Attachment A: Sole Source Justification

Attachment B: Service Agreement with Catch Transportation, LLC

  
\_\_\_\_\_  
Meghan Hahn, Director of Procurement 4/19/2024

  
\_\_\_\_\_  
Gregg Gu, Chief of Deputy County Counsel 4/22/2024



**CHARTER, SHUTTLE & SCHOOL BUS RENTAL CONTRACT**

This agreement is made on July 1, 2023, between **Catch Transportation & Events, Inc.** (“CONTRACTOR”), of West Bloomfield, Michigan, and Riverside University Health System-Behavioral Health (“COUNTY”), as follows:

**CONTRACT TIME**

CONTRACTOR contracts to rent up to 50 passenger Charter, Shuttle, and/or School Bus with driver to COUNTY from As Agreed on As Agreed until As Agreed, on As Agreed (the “Contract Time”).

**CONTRACT PRICE**

The COUNTY agrees to pay a rate per trip, as agreed upon by COUNTY AND CONTRACTOR, for the services to be rendered for the Contract Time.

The COUNTY agrees to pay additional rates. if additional stops are made, pay either before or after the Contract Time.

**PAYMENT PROVISIONS**

The COUNTY agrees to pay 0% non-refundable deposit to hold services on contract date.

CONTRACTOR agrees to invoice the COUNTY, for the total busses used and any excess hours the busses are used.

CONTRACTOR invoice will include the pickup location and time, destination pickup location and time. The invoice will be identified by CONTRACTOR trip number and COUNTY order number. Excess hourly rates will be based upon actual excess hours used, prorated in half hour increments.

COUNTY shall pay the CONTRACTOR for services provided and compensation shall be paid in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and the COUNTY shall pay the invoice within thirty (30) working days from the date of an approved invoice by the COUNTY as specified herein.

Contract maximum is not to exceed **\$280,000** for FY 2023/2024 for all services rendered.

**HOLD HARMLESS/INDEMNIFICATION**

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.

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.

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.

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

### **COVID-19 CLAUSE**

If the run must be canceled due to a COVID-19 related issue, the deposit can be used towards a different date. COUNTY must provide adequate proof.

### **WARRANTY**

CONTRACTOR warrants that the charter, shuttle, and school bus has undergone regular maintenance and is in good, clean condition. The foregoing warranty does not warrant that the charter, shuttle, and school bus will be free from unforeseen mechanical defects.

### **ASSUMPTION OF RISK BY COUNTY**

CONTRACTOR does not guarantee the safety or assume any responsibility for any personal articles or items lost, stolen, damaged or left in the charter, shuttle, and school bus.

CONTRACTOR is not responsible for delays in the charter, shuttle and school bus's departure and arrival caused by weather, road conditions, hazards, accidents, or other unforeseen events, including Acts of God or War.

### **RULES & SPECIAL CONDITIONS**

COUNTY shall ensure that not more than agreed upon persons per event shall be provided transport or shelter in the charter, shuttle, and school bus.

The following activities are prohibited in or within one hundred (100) feet of the charter, shuttle, and school bus:

- Consumption of alcoholic beverages (by a minor).
- Consumption of illegal drugs.

- Smoking.
- Violent or unruly behavior.
- Conduct causing, or in driver's opinion likely to cause, damage to the charter, shuttle, and school bus.
- Conduct interfering with, or in driver's opinion likely to interfere with, safe operation of the charter, shuttle, and school bus.
- CONTRACTOR expressly reserves the right to terminate or cancel service without any refund whatsoever if the driver observes violation of the rules as stated above by passengers.

### **AGENCY**

CONTRACTOR is an intermediary who will procure the means of transportation desired, including Charter, Shuttle and School Buses and e services for the specified event, as agreed upon, and under the terms and conditions set forth in this agreement.

### **INSURANCE**

CONTRACTOR shall provide COUNTY proof of adequate insurance coverage including Commercial General Liability Insurance, Vehicle Liability, Workers' Compensation insurance as required by any applicable law or regulation for the relative charter, shuttle and school bus rented under this contract and driver assigned for said event. The CONTRACTOR shall adhere to the following insurance requirements as described below:

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.

#### **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 \$2,000,000/4,000,000 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

#### **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.

### **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/\$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. Policy shall name the COUNTY as Additional Insureds.

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

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

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 performance of this Agreement.

### **CONTRACTOR RESPONSIBILITY**

The CONTRACTOR providing the driver and charter, shuttle, and school bus for the event under this contract is responsible for negligence in the maintenance and operation of said driver and charter, shuttle, and school bus subject to the Damages section below.

Contractor will ensure drivers have active SPAB certification prior to transporting passengers under this agreement in accordance with California State regulations and shall ensure drivers maintain active SPAB certification and are able, upon request, to provide proof of driver certification.

### **DAMAGE**

COUNTY agrees to pay for any and all damage and any cleaning to the charter, shuttle and school bus which results or is required due to the conduct of any person in the charter, shuttle and school bus. Specifically, such damage includes, but is not limited to, burns, spillage, vomiting, broken glassware, scratches, stains and broken windows, seats, and mirrors.

COUNTY agrees that the charges for such repairs and cleaning will be assessed to the credit card for the individual or entity who has rented the charter, shuttle, and school bus. In the event that the credit card is not able to be charged, COUNTY agrees to remit payment for damages within seven (7) days of the date of the event.

### **BREACH OF CONTRACT AND ATTORNEY FEES**

If the COUNTY shall breach this contract, the CONTRACTOR shall be entitled to terminate service under this agreement immediately and be entitled to his attorney's fees, the costs of collection and costs incurred in any lawsuits arising out of or in connection with said breach.

### **SEVERABILITY**

If any provisions of this contract are deemed void or unenforceable, the remaining provisions shall remain in full force and effect.

### **JURISDICTION**

The parties agree that all the terms and conditions stated herein shall be construed under the laws of

Catch Transportation & Events, INC.

Riverside University Health System  
Behavioral Health

*Marlow Abdulnoor*

\_\_\_\_\_  
CONTRACTOR

Dated: July 1, 2023

*Chuck Washington*

\_\_\_\_\_  
COUNTY  
CHUCK WASHINGTON  
CHAIR, BOARD OF SUPERVISORS

Dated: 4/30/2024

APPROVED AS TO FORM:  
County Counsel

By: *[Signature]*  
\_\_\_\_\_  
Deputy County Counsel

ATTEST:  
KIMBERLY A. RECTOR, Clerk

By: *[Signature]*  
\_\_\_\_\_  
DEPUTY



## CREDIT CARD AUTHORIZATION

I the credit card holder/ purchaser/ renter agree to pay CONTRACTOR upon signing of this contract or by receiving an electronic transmission via email and agreeing to terms via email or by providing the security code on the credit card and agreeing to the terms verbally. I fully understand and agree with all the terms and conditions above. I also authorize any additional charges to be charged to my credit card as provided in this agreement.

### Credit Card Information

Name: \_\_\_\_\_

\_\_\_ Mastercard \_\_\_ Visa \_\_\_ American Express

Number: \_\_\_\_\_ Exp: \_\_\_\_\_ CVV:                    

Signature: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Date: 04/17/2024

From: Matthew Chang, Director, Riverside University Health System-Behavioral Health

To: Meghan Hahn, Director, Procurement & Fleet Services

Via: Michael Blalock, Administrative Services Analyst II, 951-358-4863

Subject: Ratify and Approve the Single Source Procurement; Request for Student Transportation Services

---

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.*) **Note:** Once signed by the Department Head and PCS (Signature Line below) Email completed SSJ to: [psolesource@rivco.org](mailto:psolesource@rivco.org).

1. **Supplier being requested: Catch Transportation and Events LLC**
2. **Vendor ID:** 259167
3.  **Single Source**                       **Sole Source**
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:** Riverside University Health System – Behavioral Health (RUHS-BH) requires student transportation services to meet department needs for Friday Night Live (FNL) and Prevention and Early Intervention (PEI) outreach events for FY 2023/2024. Transportation needs range throughout the year from transporting approximately a few dozen students to approximately 2,500 students from over 50 school sites in the desert, western, and mid-county regions for regional and out-of-county events.

- 6. Unique features of the supply/service being requested from this supplier.** Catch Transportation and Events LLC (herein after Catch) is a nationally recognized transportation company that specializes in providing transportation services for school activities and large events. Specific to RUHS-BH needs, Catch maintains a significant fleet of school, shuttle, sprinter, and charter busses, with spacious seating options designed to accommodate large groups. Catch is a proven qualified vendor with certified School Pupil Activity Bus (SPAB) drivers with experience transporting K-12 students across varying terrain and distances. Catch's size allows them to staff and accommodate RUHS-BH event needs while complying with the Department of Transportation (DOT) Driver Hours of Service regulation. Smaller entities have not been able to meet the needs of longer events due to the DOT not allowing drivers to drive more than 12 consecutive hours. This regulation limits the vendors that can service events that last longer than 12 hours including pick-up and drop-off times.

Pursuant to California Education Code 39831, The California Highway Patrol (CHP) requires drivers of K-12 students to be SPAB certified. This certification requirement is a barrier for the FNL program as a transportation vendor must have drivers who have this certification to transport K-12 students. As most vendors have existing commitments with school districts throughout the county, supplying a larger number of SPAB certified drivers is a difficult demand for previously used vendors. Catch met the demand for drivers due to large business presence and resources. The department has had difficulty in the past securing vendors that meet the SPAB requirement to transport children. In November, Catch was the only vendor available to supply SPAB certified drivers to transport over 2,500 K-12 students to and from the largest RUHS-BH event, FNL Fun Day at Six Flags in Valencia, California.

- 7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** The lifting of COVID-19 restrictions has dramatically increased the growth of programming and event participation. Between FY 2022/2023 and FY2023/2024, FNL total chapters increased from 80 to 93, with the most significant growth occurring in the desert region. In addition, PEI events have also increased, with annual events being added in the desert region.

Research was conducted via informal and formal bids on transportation vendors operating in the county to determine the best partnership to meet the transportation demands of RUHS-BH events for FY2023/2024. Previously used transportation partners were either unresponsive or unable to meet the logistic or geographic demands of RUHS-BH events due to existing commitments.

- 8. Period of Performance:** From: 7/1/2023 to 6/30/2024  
(total number of years)

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:	FY23/24	FY24/25	Total
One-time Costs:	N/A	N/A	N/A
Ongoing Costs:	\$280,000	N/A	\$280,000
Transportation costs for transporting students to and from outreach events county-wide.			
Previous SSJ Approved Amounts:	N/A	N/A	N/A
Total Costs	\$280,000	N/A	\$280,000

10. **Price Reasonableness:** Previous events have been possible via a partnership with Catch due their ability to meet the department transportation requirements in a timely manner. At the time of the FNL Fun Day event, alternative transportation vendors were either unresponsive or unable to meet the transportation needs of RUHS-BH. Catch was deemed to be the sole option for the event. Therefore, RUHS-BH is requesting Catch's transportation services for past and future events for FY 2023/2024. Due to the ongoing needs of the department and the time-restraints associated with the grant-funded programs and events, the department sought a solution while seeking formal bid options.

For future events, RUHS-BH is in the process of contracting with the awarded vendor of Request for Quote process (RFQ MHARC-287). Due to the logistic and geographic concerns of event needs, the department will need to release supplemental RFQ for services to find additional qualified vendors to cover program needs county-wide. Catch Transportation and Events is open to discounts to be more consistent with other transportation vendors.

11. **Projected Board of Supervisor Date (if applicable):** April 30, 2024

	Amy McCann	4/17/2024
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:

Ratify the expenditures for services provided November 2023 and February 2024 and allow future services through 6/30/2024

Execution by department certifies all contractual and legal obligations have been met by the selected supplier.

**Not to exceed:**

**One-time** \$ \_\_\_\_\_

**Annual Amount** \$ 280,000 / per fiscal year through 6/30/2024 (date)

*(If Annual Amount Varies each FY)*

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

**Reviewed by Procurement Contract Specialist (PCS):**

Signature: Melania Hurst

Date: 4/17/2024

*Melissa Curtis*

4/17/2024

24-222

**Purchasing Agent**

**Date**

**Approval Number**  
(Reference on Purchasing Documents)