

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



ITEM: 3.19
(ID # 25645)

MEETING DATE:
Tuesday, October 08, 2024

FROM : RUHS-PUBLIC HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve the Professional Service Agreement with the City of Hemet for the Safe Routes for All Program for the Period of Performance of July 1, 2024 through June 30, 2026. District 5. [Total aggregate amount: \$150,000; up to \$15,000 in additional funding – 100% Local]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Service Agreement with the City of Hemet for the Safe Routes for All Program in the aggregate amount of \$150,000 for the period of performance of July 1, 2024, through June 30, 2026;
2. Authorize the Chair of the Board to sign the agreement on behalf of the County; and
3. Authorize the Director of Public Health, or designee, based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign all reports, certifications, forms, and subsequent amendments to the Professional Service Agreement 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 the sum total of ten percent (10%) of the total aggregate amount.

ACTION:A-30, Consent, Policy


Kim Saruwatari, Director of Public Health 9/26/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Jeffries 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: October 8, 2024
xc: RUHS-PH

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	\$75,000	\$75,000	\$150,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Local			Budget Adjustment: No	
			For Fiscal Year: 24/25-25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System - Public Health's (RUHS-PH) Injury Prevention Services (IPS) has received a funding opportunity from the City of Hemet to implement a comprehensive Safe Routes for All Program in the City of Hemet. Safe Routes for All (SRFA) is a program designed to make it safer and easier for students to walk and bike to school, addressing the decline in these activities and promoting children's health. Initiated in 2005, SRFA aims to reduce traffic congestion, improve air quality, and enhance physical activity among students. The program incorporates the "Five E's"—Evaluation, Education, Encouragement, Engineering, and Engagement—to ensure a comprehensive approach. Community involvement is crucial, with partnerships among educators, parents, local officials, and health advocates driving its success. Schools with SRTS programs have seen significant increases in walking and biking rates, contributing to safer, healthier communities.

Impact on Residents and Businesses

Safe Routes for All programs enhance neighborhoods by increasing safety, promoting healthier lifestyles, reducing traffic congestion, and fostering community spirit. These initiatives also benefit businesses by boosting foot traffic, lowering transportation costs, and enhancing property values. Overall, SRFA programs create safer, healthier, and more vibrant communities, positively impacting both residents and local businesses.

Additional Fiscal Information

This is a new funding opportunity for RUHS-PH. There is no impact to County General Funds and there are no matching requirements. The total revenue to be provided to RUHS-PH to implement the program within the City of Hemet is \$150,000. The annual distribution from the City of Hemet is as follows:

County Fiscal Year	Amount
FY24/25	\$75,000
FY25/26	\$75,000
Total	\$150,000

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

Contract History and Price Reasonableness

This is a new funding opportunity for RUHS-PH. The City of Hemet has notified RUHS-PH that it will provide \$150,000 in funding through Measure A in order for RUHS-PH to participate in the Hemet Bikeway Project through the Safe Routes for All Project. In addition to requesting approval to accept the funding, RUHS-PH is also requesting approval from the Board to accept up to \$15,000 in additional funding, in the event that additional funding becomes available.

ATTACHMENTS:

ATTACHMENT A. Professional Service Agreement with City of Hemet

ATTACHMENT B. Measure A Funding Letter from City of Hemet

ATTACHMENT C. Notice of Completion


Douglas Cordonez Jr. 10/1/2024


Gregg Gu, Chief of Deputy County Counsel 9/27/2024

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Contract ID # HSARC-24-190

Thank you.

PROFESSIONAL SERVICE AGREEMENT

for

SAFE ROUTES FOR ALL PROGRAM

between

COUNTY OF RIVERSIDE

and

CITY OF HEMET



OCT 08 2024

3.19

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This Agreement is entered into by and between CITY OF HEMET, a California general law city (herein referred to as "CITY"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health, (herein referred to as "COUNTY" or "RUHS-PH").

The parties acknowledge and agree that the CITY began rendering services to COUNTY on July 1, 2024, and were accepted by COUNTY without a written services agreement. All actions taken by both the CITY and COUNTY prior to the date hereof are hereby confirmed and ratified by way of execution of this Agreement.

The parties agree as follows:

1. Description of Services

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

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

1.3 COUNTY affirms that it is fully apprised of all of the work to be performed under this Agreement; and the COUNTY agrees it can properly perform this work at the prices stated in Exhibit B. COUNTY is not to perform services or provide products outside of the Agreement.

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

2. Period of Performance

2.1 This Agreement shall be effective July 1, 2024, and continues in effect through June 30, 2026, unless terminated earlier. 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 CITY shall pay the COUNTY for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by CITY to COUNTY shall not exceed the aggregate amount of ONE-HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) including all expenses.

3.3 COUNTY shall be paid only in accordance with an invoice submitted to CITY by COUNTY within fifteen (15) days from the last day of each calendar quarter, and CITY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to COUNTY only after services have been rendered or delivery of materials or products, and acceptance has been made by CITY. For this Agreement, send invoices to: AP@hemetca.gov and NBeltran@hemetca.gov

- a) Each invoice shall contain a minimum of the following information: organization name; Purchase Order number (to be provided to COUNTY by CITY when available); invoice number and invoice date; payment due date; remittance address; bill-to and ship-to addresses of ordering department/branch; Agreement number (HSARC-24-190); Grant number (HS_____); quantities; service dates for claimed expenditures (billing period must fall within the Agreement performance period); item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) COUNTY shall provide adequate supporting cost documentation, including source documentation as appropriate, (i.e., receipts, logs, time sheets, payroll records, etc.) as requested by the CITY.
- c) Invoices shall be rendered quarterly in arrears.

4. Alteration or Changes to the Agreement

4.1 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. Termination

5.1. Either Party may terminate this Agreement without cause upon 30 days written notice served upon the other stating the extent and effective date of termination.

5.2 After receipt of the notice of termination, both Parties shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

- (b) Transfer to CITY and deliver in the manner as directed by CITY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to CITY.

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

5.4 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.

6. Disputes

6.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by a court of competent jurisdiction.

6.2 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.

7. Records and Documents

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

8. 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 UNIVERSITY HEALTH SYSTEM-
PUBLIC HEALTH
4065 COUNTY CIRCLE DR., STE. 403
RIVERSIDE, CA 92503
ATTN: CONTRACTS UNIT
ph-contracts@ruhealth.org

CITY

CITY OF HEMET
445 E. FLORIDA AVE.
HEMET, CA 92543
ATTN : CITY MANAGER
MPrestwich@hemetca.gov; and
Copy to: NRau@hemetca.gov

9. Force Majeure

If either party is unable to comply with any provision of this Agreement (except for the obligation to make payments) 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 and shall not be considered in breach of the Agreement.

10. Hold Harmless/Indemnification

Both Parties shall indemnify and hold harmless the other, their 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, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. Both Parties shall defend the other at their 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.

11. Insurance

Each party agrees to maintain, at its own expense, adequate insurance coverage necessary to cover its respective obligations under this Agreement. This insurance coverage shall include, but is not limited to, general commercial liability insurance with limits not less than \$2,000,000 per occurrence, workers compensation insurance with limits not less than \$1,000,000 per person per accident, vehicle 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, and any other insurance customary for the activities contemplated under this Agreement. For any work involving minors, Sexual Abuse and Molestation coverage shall be included with a limit no less than \$1,000,000 per occurrence or claim. Each party shall, upon request, provide the other

party with certificates of insurance or other evidence of such insurance coverage. The insurance policies shall be maintained with reputable and financially sound insurance companies that have an A.M. Best rating of A or better. Each party shall provide the other with at least thirty (30) days' written notice prior to any cancellation or material change in the terms of such insurance coverage. It is understood and agreed that the County's insurance shall be construed as primary insurance.

12. General

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

12.2 CITY grants COUNTY the authority to engage **Southern California Mountains Foundation**, a California nonprofit corporation doing business as Urban Conservation Corps of the Inland Empire, as a subcontractor for the purpose of assisting in the delivery of services and activities outlined in **Exhibit A**. Any work performed by Southern California Mountains Foundation shall be subject to the same standards and requirements as if performed directly by COUNTY.

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

12.4 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.

12.5 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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. 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 (h) of § 1633.2 of the California Civil Code.

12.6 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 subdivision of the state of California, on behalf of its RIVERSIDE UNIVERSITY HEALTH SYSTEM - PUBLIC HEALTH

CITY OF HEMET, a California general law city

By: *Chuck Washington*
Chuck Washington, Chair
Board of Supervisors

By: _____
Name: Mark Prestwich
Title: City Manager

Dated: 10/08/2024

Dated: _____

ATTEST:
Kimberly Rector
Clerk of the Board

ATTEST:

By: *Manny S.*
Deputy

By: _____
City Clerk

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

APPROVED AS TO FORM:

By: *Esen Sainz*
Esen Sainz
Deputy County Counsel

By: _____
City Attorney

OCT 08 2024 3.19

EXHIBIT A
SCOPE OF SERVICE

1. Statement of Purpose

The purpose of Safe Routes for All is to enable and encourage children and their families to walk or bike to school safely through educational activities.

2. Contract Deliverables

COUNTY shall provide pedestrian and bicycle safety education and activities to the following targeted schools.

2.1. Targeted School Sites

- 2.1.1. Fruitvale Elementary School
- 2.1.2. Jacob Weins Elementary School
- 2.1.3. Whittier Elementary School
- 2.1.4. McSweeny Elementary School
- 2.1.5. Rancho Viejo Middle School
- 2.1.6. Diamond Valley Middle School

3. Services and Activities

COUNTY shall conduct the following activities for each task category:

3.1. Task A – Education

- 3.1.1. Conduct six (6) educational events designed to teach children about bike safety and improve their biking skills (Bike Rodeos)
- 3.1.2. Conduct outreach for local bike shops to host two (2) bicycle safety workshops

3.2. Task B – Events

- 3.2.1. Conduct one (1) Community Health Fair
- 3.2.2. Organize one (1) ceremony for one new infrastructure project (See Attachment A)

3.3. Task C – Stakeholder Engagement

- 3.3.1. Connect and invite the Hemet City Council, Law Enforcement, and other stakeholders to support project efforts and activities.

3.4. Task D – Evaluation

- 3.4.1. Distribute and collect pre-parent surveys at each school site
- 3.4.2. Distribute and collect post-parent surveys at each school site
- 3.4.3. Distribute and collect pre-student tallies at each school site

3.4.4. Distribute and collect post-student tallies at each school site

**EXHIBIT B
PAYMENT PROVISIONS**

COUNTY shall receive payment by the CITY for the following services provided as specified in Exhibit A, Scope of Service. The dollar amounts listed in each table below are rounded to the nearest dollar.

1. MAXIMUM AMOUNTS

The maximum aggregate amount paid to COUNTY shall not exceed one hundred fifty thousand dollars (\$150,000) as detailed below:

Description	Amount
1. Personnel	\$78,228
2. Contractual Services	\$15,000
3. Travel	\$5,000
4. Operational Expenses	\$32,215
5. Indirect	\$19,557
Total:	\$150,000

2. BUDGET BREAKDOWN

2.1. Personnel

Description	FTE	Hourly Rate	Total
Program Coordinator	0.2	\$37.04	\$23,113
Health Education Assistant	0.5	26.1	\$27,144
Subtotal Personnel			\$50,257
Fringe Benefits @ 54% of personnel			\$27,139
Bilingual Pay @ \$0.50/hour			\$832
Total Personnel			\$78,228

2.2. Contractual Services

Description	Amount
League Certified Instructor (LCI/Biking Consultant)	\$15,000
Total Contractual Services	\$15,000

2.3. Travel

Description	Amount
Mileage	\$5,000
Total Travel	\$5,000

2.4. Operational Expenses

Description	Amount
Supplies/Materials	\$15,000
Bike Incentives	\$6,000
Educational Workbooks	\$6,000
Healthy Food	\$1,715
Printing	\$3,500
Total Operational Expenses:	\$32,215
Indirect Costs (25% of personnel)	\$19,557



City of Hemet

445 E. Florida Avenue, Hemet, CA 92543

April 24, 2024

Riverside University Health System – Public Health
Attention: Valerie Rodrigues
4065 County Circle Drive
Riverside, CA 92503

Dear Ms. Rodrigues,

The City of Hemet is pleased to work with RUHS Public Health on the Hemet Bikeway project. Please accept this letter as confirmation that the City of Hemet has \$150,000 in Measure A funds available for this project.

Please contact me by email at kbeasley@hemetca.gov or phone at (951) 765-2355 for questions.

Thank you,

Kaleena Beasley
Principal Accountant

Attachment A

To be recorded with County Recorder
Within Fifteen (15) days after completion.
No Recording Fee.

When recorded, return to:
City of Hemet, City Clerk
445 E. Florida Avenue
Hemet, CA 92543

2024-0118895

04/24/2024 10:45 AM Fee: \$ 0.00

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Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



140

(For Recorder's Use)


Notice of Completion
(Civil Code § 9204 – Public Works)

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work improvement has been completed, as follows:

Description of Project:	Hemet Valley Bikeway City Project No. 5696
Date of Completion:	March 12, 2024
Project Owner:	City of Hemet 445 E. Florida Ave. Hemet, CA 92543
Contractor:	Granite Construction Company, Inc. 38000 Monroe Street Indio, CA 92203
Lender:	N/A
Site Location(s):	See Attached List of Locations
Relationship to Project:	Owner
Claimant:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Dated: April 1, 2024	Owner: City of Hemet



Noah Rau, PE
Public Works Director/City Engineer



Mark Prestwich
City Manager

State of California)
County of Riverside) ss.

I am the City Clerk of the governing board of the City of Hemet, the public entity which executed the forgoing notice and on whose behalf I make this verification; I have read said notice, know its contents and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Hemet, California on *10* , 2024

Joh aier, City Clerk

Hemet Valley Bikeway
CIP No. 5696

Project Limits

<u>Name</u>	<u>From</u>	<u>To</u>
STATE STREET	~500' S/O CHAMBERS ST.	CHAMBERS STREET
CHAMBERS STREET	STATE STREET	GILBERT STREET
GILBERT STREET	CHAMBERS STREET	WHITTIER AVENUE
JOHNSTON AVENUE	GILBERT STREET	PALM AVENUE
WHITTIER AVENUE	GILBERT STREET	PALM AVENUE
PALM AVENUE	JOHNSTON AVENUE	ESPLANADE AVENUE