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



ITEM: 3.52 (ID # 26353)

MEETING DATE:

Tuesday, November 05, 2024

FROM: **EXECUTIVE OFFICE**

SUBJECT: EXECUTIVE OFFICE: Approve Consultant Services Agreement by and between the County of Riverside and Civic Solutions, Inc. to Conduct a Review of the Planning Department and Development Process without seeking competitive bids for a Not to Exceed total amount of \$100,000. All Districts. [\$100,000 Not to Exceed Cost - General Fund Contingency 100%] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve Consultant Service Agreement with Civic Solution, Inc. to conduct a review of the Transportation and Land Management Agency's Planning Department and Development Process, with recommendations on improvement strategies, without seeking competitive bids for a not-to-exceed amount of \$100,000, and authorize the Chair of the Board to sign the Agreement on behalf of the County;
- 2. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to the Executive Office for distribution:
- 3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that stay within the intent of the agreement;
- 4. Authorize the Purchasing Agent to issue Purchase Orders for goods/services received/rendered that do not exceed the Board of Supervisor's approved amount; and
- 5. Approve and direct the Auditor-Controller to make the budget adjustment shown in Schedule A.

ACTION:4/5 Vote Required, Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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

Kimberly A. Rector

Absent:

None

Clerk of the Board

Date:

November 5, 2024

XC:

E.O.

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	\$ 70,000	\$ 30,000	\$ 100,000	\$0
NET COUNTY COST	\$ 70,000	\$ 30,000	\$ 100,000	\$0
SOURCE OF FUNDS	3: General Fund (Budget Adjus	Budget Adjustment: Yes	
			For Fiscal Ye	ar: 24/25 - 25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On September 10, 2024, the Board approved the creation of an Ad Hoc committee to oversee the continuous improvement of the Transportation and Land Management Agency's Planning Department and Development Process (Planning Ad-Hoc). The Planning Ad Hoc Committee has begun meeting and is taking a structured approach to addressing the challenges the Planning Department is facing; recruitment and retention, system inefficiencies, timeliness of processing, and staff development and training. As part of that review process, the Board moved forward with a proposal at the October 29 Board of Supervisors meeting to increase staffing in the Planning Department to keep up with the growing case load and enhance our customer service, provide more timely processing, and reduce staff workload to a more manageable level to reduce attrition.

The Planning Ad-Hoc is recommending that we hire a consultant with expertise in the development field to conduct a review of our Planning Department operations and the development process. The consultant scope of work will include meeting with internal and external stakeholders and conducting outreach surveys (including a representative sample size of development applicants of different project types/sizes); reviewing our process and systems and identifying improvement opportunities; reviewing performance metrics and quality and cost expectations; and conducting a high-level assessment of tools and technology.

The Executive Office has identified a qualified consultant to engage in conducting this review. Civic Solutions, Inc., was founded in 1991 and is based in San Juan Capistrano. Their clients (both current and previous) include more than 50 municipal planning and community development departments in Los Angeles, Orange, Ventura, Riverside, San Bernardino, Santa Barbara, and San Diego counties. Their senior consultants, who include former department heads of municipal planning departments, have experience managing municipal planning and community development departments with jurisdictions who have sought to improve business-friendly relations with applicants and/or streamline internal processes. As a firm, Civic Solutions has assisted various client agencies to identify opportunities for improvements to their land use-related processes.

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Impact on Residents and Businesses

Engaging the services of a consultant to assist with the review of our Planning Department and the development process will serve to identify opportunities for improvement in our processing efficiency, timeliness of service, and customer service and customer experience.

Contract History and Price Reasonableness

Civic Solutions, Inc. hourly rates are competitive and reasonable within industry standards for this type of consultant services. Civic Solutions, Inc.'s fees for the County of Riverside is comparable to other current municipal clients charged by Civic Solution for similar Scope of Services.

ATTACHMENTS:

ATTACHMENT A: Consultant Svcs Agrmt - Civic Solutions

ATTACHMENT B: 25-071 EOARC Civic Solutions

SCHEDULE A

Anticipated increase in Unassigned Fund Balance:

10000-1109000000-370100 Unassigned Fund Balance

\$100,000

Decrease Appropriations:

10000-1109000000-581000 Appropriation for Contingency

\$100,000

Increase in Appropriations

10000-1102900000-525440 Professional Services

\$100,000

Anticipated use of Unassigned Fund Balance

10000-1102900000- 370100 Unassigned Fund Balance

\$100,000

Brett Hustin

Brett Austin, Supervising Accountant

10/31/2024

Meghan Hakh, Director of Procurement

10/30/2024

Gregg Gu, Chief Poputy County Counsel 10/31/2024

CONSULTANT SERVICES AGREEMENT

between

COUNTY OF RIVERSIDE

and

CIVIC SOLUTIONS, INC.



SSJ# 25-071 Form #116-310 - Dated: 3/21/2019

NOV 0 5 2024 3.52

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This Agreement, by and between CIVIC SOLUTIONS, INC., a California 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:

1. <u>Description of Services</u>

- 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 satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 1.3 CONTRACTOR affirms that 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. CONTRACTOR is not to perform services or provide products outside of the Agreement.
- 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 signature of both parties, and continues in effect to November 4, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon signature of both parties, and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

3. Compensation

- 3.1 The COUNTY shall pay the CONTRACTOR for services performed in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred thousand dollars (\$100,000) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
- 3.2 Pricing will remain firm during the entire period of performance of the Agreement as specifically stated in Exhibit B.

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 month services are performed, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Executive Office

Attn: Accounting

4080 Lemon St. 4th Floor

Riverside, CA, 92501

- a) Email invoices to: EO-Accounting@rivco.org
- b) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (EOARC-91800-001-11/25); Number of Hours worked; description of item from the "Scope of Services" noting the service being performed, Labor Category and Hourly Rate, extensions, sales/use tax if applicable, and an invoice total.
- c) 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, have no further force, and effect.

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.

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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 or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

- **5.1.** COUNTY may terminate this Agreement without cause upon 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 immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.
 - 5.3 After receipt of the notice of termination, CONTRACTOR shall:
 - (a) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
 - 5.4 If notice of termination or expiration includes a close-out period, CONTRACTOR agrees to:
 - a) Provide, in a timely manner, all files and information deemed necessary by COUNTY for use in subsequent contracting activities without additional cost to the COUNTY or the new Contractor(s), and
 - b) Cooperate with COUNTY during a transition close-out period to ensure orderly and seamless delivery of services to residents of Riverside 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 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

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CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

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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 times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.
- **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 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 a third party that an employer-

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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.
- 9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

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9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by an independent third-party mediator who shall furnish the decision in writing. The decision of the independent third-party mediator shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
- 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 independent 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

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The CONTRACTOR agrees to extend the same pricing, terms, and conditions for similar services as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases 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. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. 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; COUNTY information or data which is not subject to public disclosure; COUNTY 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

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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 Purchasing Agent or designee shall administer this Agreement on behalf of the COUNTY. The Purchasing Department 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 CONTRACTOR

Executive Office Civic Solutions, Inc.

Attn: Jason Farin Attn: Thomas G. Merrell

4080 Lemon St. 4th Floor 27362 Calle Arroyo

Riverside, CA 92501 San Juan Capistrano, CA 92675

19. Force Majeure

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

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

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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. <u>Hold Harmless/Indemnification</u>

21.1 CONTRACTOR agrees to defend, indemnify, hold free and harmless the COUNTY, its elected officials, officers, agents and employees, at CONTRACTOR's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the COUNTY, its elected officials, officers, agents and employees arising out of the performance of the CONTRACTOR, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the COUNTY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the COUNTY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the COUNTY. This provision shall supersede and replace all other indemnity provisions contained either in the COUNTY's specifications or CONTRACTOR's Proposal, which shall be of no force and effect..

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

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- 21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- 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.
- 21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

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. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Vehicle Liability:

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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. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his/her sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the COUNTY as Additional Insureds.

E. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country'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 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 orally or in writing by the

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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 a minimum of 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.

- 4) 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 coverage's 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.
- 5) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of selfinsurance acceptable to the COUNTY.
- 9) 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.

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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 shall be deemed void and of no force or effect.
- 23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.
- In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.
- CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.
- 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.
- 23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.
- 23.7 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.
- 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.

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- **23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.
- 23.10 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).
- 23.11 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.
- 23.12 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.
- 23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

(Signature Page Follows)

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

COUNTY OF RIVERSIDE, a political

subdivision of the State of California

By: Machington, Chair

Board of Supervisors

Dated: 15/2/24

ATTEST:

Kimberly A Rector Clerk of the Board

By: Deputy

APPROVED AS TO FORM:

Minh Tran County Counsel

By: ____ Katherine Wilkins

Katherine Wilkins, Deputy County Counsel CIVIC SOLUTIONS, INC., a

California corporation

By. Thomas G. Merrell

Thomas G Merrell, President

Dated: Oct 31, 2024

APPROVED AS TO FORM

By: Troy L. Tate

Troy L. Tate, Esq. General Counsel for Civic Solutions, Inc.

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Form #116-310 - Dated: 3/21/2019

3.52

EXHIBIT A SCOPE OF SERVICES

CONTRACTOR shall provide Planning Consultant Services to COUNTY through the following tasks:

1. Task 1 – Project Initiation and Administration

- 1.1 Initial Document Review (Codes, Policies, Procedures)
- 1.2 Kick-Off Meeting and Initial Meetings with Key COUNTY Stakeholders
- 1.3 Scope and Schedule Refinement, if necessary

2. Task 2 – Stakeholder Engagement

- 2.1 Meet with COUNTY Stakeholders
- 2.2 Meet with External Stakeholders (Residents, Developers, etc.)
- 2.3 Review Preliminary Findings with Key COUNTY Staff
- 2.4 Prepare Summary Report and Meet with Ad Hoc Committee

3. Task 3 – Process and Systems Assessment

- 3.1 Systems and Process Review with Key COUNTY Staff
- 3.2 Identify Process Improvement Opportunities
- 3.3 Prepare Summary Report and Meet with Ad Hoc Committee

4. Task 4 – Performance Metrics and Staffing Evaluation

- 4.1 Review Quality and Cost Expectations with Key COUNTY Staff
- 4.2 Review Active Application Types and Performance Metrics
- 4.3 Evaluate COUNTY Staff Types and Levels (including Administrative Professionals)
- 4.4 Prepare Summary Report and Meet with Ad Hoc Committee

5. Task 5 – Tools and Technology Assessment

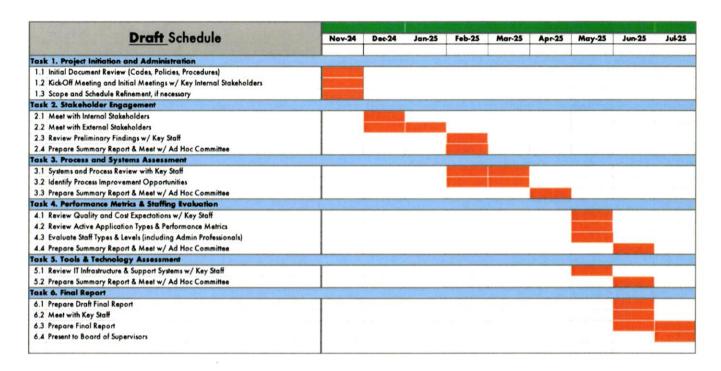
- 5.1 Review Information Technology Infrastructure and Support Systems with Key COUNTY Staff
- 5.2 Prepare Summary Report and Meet with Ad Hoc Committee

6. Task 6 – Final Report

- 6.1 Prepare Draft Final Report
- 6.2 Meet with Key COUNTY Staff
- 6.3 Prepare Final Report
- 6.4 Present to Board of Supervisors

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7. Schedule



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EXHIBIT B PAYMENT PROVISIONS

- 1. CONTRACTOR shall be reimbursed for expenses and products incurred and compensated for services rendered, in an amount not to exceed the maximum stated in Section 3.1.
- 2. All fees shall be inclusive, including all expenses and travel.
- 3. If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

Hourly Rates	
Labor Category	Rate
Principal Management Consultant	\$205.00
Senior Management Consultant	\$185.00
Associate Management Consultant	\$165.00
Graphic Designer	\$90.00
Document Processor	\$75.00

Troy L Tate Signature:

Thomas G. Morell Signature:

Email: themissingstep@gmail.com

Email: merrell@civicsolutions.com

Katherine Wilkins Signature:

Email: kawilkins@rivco.org

SSJ# 25-071 Form #116-310 - Dated: 3/21/2019

Consultant Svcs Agrmt - Civic Solutions - Final

Final Audit Report 2024-10-31

Created:

2024-10-30

By:

Arlene Jellison (arjellison@rivco.org)

Status:

Signed

Transaction ID:

CBJCHBCAABAAi3Rz5Yd4gO3kjLfHlOAuoXPWHiOwZjko

"Consultant Svcs Agrmt - Civic Solutions - Final" History

- Document created by Arlene Jellison (arjellison@rivco.org)
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- Signer themissingstep@gmail.com entered name at signing as Troy L Tate 2024-10-30 10:31:06 PM GMT- IP address: 98.189.192.226
- Document e-signed by Troy L Tate (themissingstep@gmail.com)
 Signature Date: 2024-10-30 10:31:08 PM GMT Time Source: server- IP address: 98.189.192.226
- Document emailed to merrell@civicsolutions.com for signature 2024-10-30 10:31:10 PM GMT
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- Signer merrell@civicsolutions.com entered name at signing as Thomas G. Merell 2024-10-31 5:57:02 PM GMT- IP address: 184.179.78.223
- Document e-signed by Thomas G. Merell (merrell@civicsolutions.com)

 Signature Date: 2024-10-31 5:57:04 PM GMT Time Source: server- IP address: 184.179.78.223
- Document emailed to kawilkins@rivco.org for signature 2024-10-31 5:57:06 PM GMT
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- Signer kawilkins@rivco.org entered name at signing as Katherine Wilkins 2024-10-31 6:25:43 PM GMT- IP address: 158.61.14.12
- Document e-signed by Katherine Wilkins (kawilkins@rivco.org)

 Signature Date: 2024-10-31 6:25:45 PM GMT Time Source: server- IP address: 158.61.14.12
- Agreement completed. 2024-10-31 - 6:25:45 PM GMT





EXECUTIVE OFFICE				
JEFFREY A. VAN WAGENEN, JR. COUNTY EXECUTIVE OFFICER	5	T		
JUAN C. PEREZ CHIEF OPERATING OFFICER	Date:	Tuesday, October 22, 2024		
DAVE ROGERS CHIEF ADMINISTRATIVE OFFICER	From:	Jason Farin, Principal Management Analyst		
KIMBERLY BRITT, ASSISTANT CEO HUMAN SERVICES	To:	Purchasing Agent		
SARAH FRANCO, ASSISTANT CEO INTERNAL SERVICES	Via:	Andrew Johnson (951) 955-8735		
CHARISSA LEACH, ASSISTANT CEO PUBLIC WORKS & COMMUNITY SERVICES	Subject:	Consultant for Planning Department		
MICHELLE PARADISE, ASSISTANT CEO PUBLIC SAFETY	The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000			
ZAREH SARRAFIAN, ASSISTANT CEO HEALTH SYSTEMS	or more for goods and/or services.			
	\boxtimes	Single Source Sole Source		
	Supporting list below.	g Documents: indicate which are included in the request from t	he	
	⊠ Sup	plier Quote Supplier Sole Final draft agreement Source Letter		
	□ F	inal draft 🗌 H-11 approved by 🔲 Grant Agreement		
	Form 1			
	Oth	ner: (i.e. CA Secretary of State Business Entit	У	

etc.)

Supplier ID: 1. Requested Supplier Name: Civic Solutions, Inc. 0000049053

Information, Dept. of Justice Registration Conformation for non-profits,

- a. Describe the goods/service being requested: Request is for a consultant to conduct a thorough and objective review of County of Riverside Planning Department's operations and provide recommendations on improvement strategies.
- b. Explain the unique features of the goods/services being requested from this supplier: The consultant's clients include more than 50 municipal planning and community development departments in Los Angeles, Orange, Ventura, San Bernardino, Riverside, and San Diego counties. Their senior consultants, who include former department heads of municipal planning departments, have extensive experience managing municipal planning and community development departments with jurisdictions who are seeking to

COUNTY ADMINISTRATIVE CENTER 4080 LEMON STREET, 4TH FLOOR RIVERSIDE, CA 92501 (951) 955-1110 RivCo.org

improve business-friendly relations with applicants and/or streamline internal processes.

C.	What are the operational benefits to your department? The proposed scope outlines a
	comprehensive plan to enhance services and meet the needs of the developmen
	community within Riverside County. The plan focuses on stakeholder engagement, process
	and systems assessment, performance metrics and staffing evaluations, a tools and
	technology assessment, and a final report.
	The Executive Office believes that with this investment, and working with the ad hoc
	committee, the Planning Department, and the consultant, policies and procedures will be
	developed or revised to improve efficiencies, enhance responsiveness, strengthen the
	workforce, and provide greater accountability to the residents of Riverside County.

 d. Provide details on any cost benefits/ 	discounts.	N/A
--	------------	-----

2.	Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?
	☐ Yes ⊠ No
	a. If yes, please explain why you are requesting to utilize an SSJ process?
3.	Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).
	☐ Yes SSJ# ⊠ No
	a. What was the total annual and aggregate amount?

4. Identify all costs for this requested in the table below:

If review is for multiple years, all costs must be identified below:

Description:	FY <u>25</u>	FY <u>26</u>	FY <u>27</u>	Total
One-time Costs:	\$50,000	\$50,000		\$100,000
(insert description)				
Other Costs:				
Total Costs	\$50,000	\$50,000		\$100,000

Note: Insert additional rows as needed

5.	Period of Performance:	November 5,	2024 - November 4,	2025

Ratify	Start	Date i	if app	licable):

Nu		5/2024 End Date: 11/4/2025 s (please provide those options: (i.e	., one year with an option to
Ag	gregate Term/End Date		
	elow, I certify that all plier has been fully ve	contractual and legal requirement tted and approyed.	ts to do business with the
Juan Perez			10/23/24
	int Name	Department Head Signature (Executive Level Designee)	Date
PCS Review	ved:		•••••
Andrew John		Andrew Johnson Signature	10/28/24
Р	rint Name	Signature	Date
completed S	SJ form with supporting	nt Head and PCS (signature lines abo documents to psolesource@rivco.co ned PCS with any questions.	
•••••			•••••
The	section below is to be	completed by the Purchasing Age	nt or designee.
	Department Review as year performance.	nd Comments: <u>F11 will</u> request \$1	00,000 aggregate over the
Not to excee	d:		
	One-time \$		
	Annual Amounts re	eflected in completed chart for Quest	tion #4
	Total Cost \$		
	✓ Aggregate Amoun	ot \$ <u>100,000</u>	

Melissa Curtis

10/29/2024

25-071

Purchasing Agent Signature

Date

Tracking Number (Reference on Purchasing Documents)