

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



ITEM: 3.18
(ID # 26943)

MEETING DATE:
Tuesday, February 04, 2025

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Ratify and approve the Professional Service Agreement with American GI Forum Education Foundation of Santa Maria, California for the Technology on Wheels Program for Digital Navigation Services from January 28, 2025 through December 31, 2026, District 5. [Total Cost: \$344,350.00; up to \$34,435 in additional compensation; ARPA Funding- 100%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with American GI Education Foundation Forum of Santa Maria, California for Technology on Wheels Program Digital Navigation Services, for an amount not to exceed \$344,350.00 in aggregate, for the period of January 28, 2025 through December 31, 2026, and authorize the Chairman of the Board to sign the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments including modifications of the statement of work that stay within the intent of the Agreement and sign amendments to the compensation provisions that do not exceed \$34,435 for the term of the Agreement;
3. Authorize the Purchasing Agent to issue purchase orders to American GI Forum of Santa Maria, California for services pertaining to the Digital Navigation Services Agreement that do not exceed the Board approved amount; and
4. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies to RCIT for distribution.

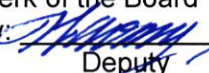
ACTION:Policy


Jim Smith, Chief Information Officer 1/8/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: February 4, 2025
xc: RCIT

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 | \$ 86,088 | \$ 172,175 | \$ 344,350 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: ARPA Funding – 100% | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 24/25 – 26/27 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is to ratify and approve the agreement with the American GI Forum Education Foundation of Santa Maria, CA ("AGIF") to provide Digital Navigation services for the Technology on Wheels Program, serving the Fifth District. AGIF will provide two (2) Digital Navigators to provide personalized, community-based support to help individuals access and use technology, connect to online services, and develop digital skills. Services include digital literacy training individually and in group settings, device use and basic troubleshooting, help with finding and enrolling in low-cost Internet service options, and guidance on using online platforms, including applying for public services online. These services will be provided in English and Spanish. The contractor will also provide a coordinator to oversee participant services, class execution, and communication with the county, as well as a literacy manager who will provide program planning, digital literacy strategy development, and timely reporting of activities. The program is data-driven, continuously monitoring progress through surveys and assessments of program participants to ensure effectiveness and compliance with overall program standards.

On March 11, 2021, President Biden signed the American Rescue Plan Act (ARPA) into law, allocating \$1.9 trillion to address the COVID-19 pandemic's health and economic impacts. A portion of the \$362 billion in federal recovery aid for state and local governments includes \$65.1 billion in direct aid to counties. Riverside County's share of the ARPA funding is \$479,874,599, with the first installment of \$239,937,299 having been received on May 10, 2021, and the second on June 6, 2022.

On August 27, 2024, the Board of Supervisors approved Item 3.5 to allocate Fifth District ARPA funding to create the Riverside County Connect Mobile Technology Hub program. This program aims to enhance broadband digital equity in District 5 by providing mobile Wi-Fi hotspots, digital literacy training, mobile IT support, and digital navigation services to eligible populations, helping residents access online public services.

On October 8, 2024, the Board further approved Item 3.18, obligating \$1.1 million in Fifth District ARPA funds for the program, with \$500,000 allocated for staffing. This agenda item seeks to continue the progress on this initiative, with procurement and program implementation to support digital inclusion and access to services for Riverside County residents.

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

Impact on Residents and Businesses

In partnership and collaboration with its contracted service provider, the Riverside County Connect Mobile Technology Hub program will directly benefit residents and businesses in District 5 by providing essential broadband access, digital literacy training, and IT support. These services will enhance digital inclusion, ensuring underserved populations can connect to online public services, improve their digital skills, and access economic opportunities. This will foster greater community resilience and support local business growth in the post-pandemic economy.

Additional Fiscal Information

The requested contingency funding will cover unforeseen expenses related to the contractor's field services. These may include staff overtime, mileage, expendable supplies, replacement of worn or damaged equipment, and related expenses required to provide digital navigation services to the public. No additional County funds are required or requested to fulfill the obligations of these services. The annual cost break-down is as follows:

| Description: | Up-to Cost: |
|----------------------------------------------------------------------------------|----------------------|
| Digital Navigators – 2 100% FTE (\$30/hour x 40 hours/week x 50 weeks x 2 staff) | \$ 120,000.00 |
| Coordinator – 1 20% P/T (\$40/hour x 8 hours/week x 50 weeks) | \$ 16,000.00 |
| Literacy & Logistics Manager – 1 20% P/T (\$35/hour x 8 hours/week x 50 weeks) | \$ 14,000.00 |
| Annual Salary Subtotal | \$ 150,000.00 |
| Executive Director/Accounting – 15% P/T (\$45/hour x 8 hours/week x 50 weeks) | \$ 18,000.00 |
| Mileage (50 miles/week @ \$.67/mile x 50 weeks) | \$ 1,675.00 |
| Office Supplies (\$50/week x 50 weeks) | \$ 2,500.00 |
| Annual Administrative/Overhead Costs Subtotal | \$ 22,175.00 |
| TOTAL MAXIMUM AMOUNT PER FISCAL YEAR | \$ 172,175.00 |
| TOTAL MAXIMUM AGGREGATE AMOUNT NOT TO EXCEED | \$ 344,350.00 |
| Additional Compensation not to exceed | \$ 34,435.00 |


Contract History and Price Reasonableness


On October 3, 2024, County Purchasing, on behalf of RCIT, posted Request for Proposals (RFP) #ITARC-557 for Digital Navigation Services to support the Technology on Wheels Program. The RFP closed on November 4, 2024, receiving one proposal from the 47 organizations solicited. After evaluation, the Proposal Evaluation Committee determined that the American GI Forum of Santa Maria, California, a 501(c)(3) nonprofit organization, submitted a responsive and responsible proposal. The Purchasing Department successfully negotiated a cost savings of \$56,000, including a \$45,000 reduction in salaries and \$11,000 in administrative overhead, ensuring the contracted services remain within the program budget while maintaining quality and value.

ATTACHMENTS:

- A. Professional Services Agreement No. ITARC-PSA-00001218

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


Stacy Orton, Assistant Director of Purchasing 1/22/2025


Alonzo Barrera, Principal Management Analyst 1/27/2025


Aaron Gettis, Chief of Deputy County Counsel 1/23/2025

PROFESSIONAL SERVICE AGREEMENT

for

DIGITAL NAVIGATION SERVICES FOR TECHNOLOGY ON WHEELS PROGRAM

between

COUNTY OF RIVERSIDE

and

AMERICAN GI FORUM EDUCATION FOUNDATION OF SANTA MARIA, CA

FEB 04 2025 3.18

TABLE OF CONTENTS

| <u>SECTION HEADING</u> | <u>PAGE NUMBER</u> |
|-----------------------------------------------------------|---------------------------|
| 1. Description of Services | 3 |
| 2. Period of Performance | 3 |
| 3. Compensation | 3 |
| 4. Alteration or Changes to the Agreement | 5 |
| 5. Termination..... | 5 |
| 6. Ownership/Use of Contract Materials and Products | 6 |
| 7. Conduct of Contractor..... | 7 |
| 8. Inspection of Service: Quality Control/Assurance | 7 |
| 9. Independent Contractor/Employment Eligibility | 8 |
| 10. Subcontract for Work or Services | 9 |
| 11. Disputes | 9 |
| 12. Licensing and Permits | 10 |
| 13. Use by Other Political Entities..... | 10 |
| 14. Non-Discrimination | 10 |
| 15. Records and Documents | 10 |
| 16. Confidentiality | 11 |
| 17. Administration/Contract Liaison..... | 11 |
| 18. Notices | 11 |
| 19. Force Majeure | 12 |
| 20. EDD Reporting Requirements | 12 |
| 21. Hold Harmless/Indemnification..... | 12 |
| 22. Insurance | 13 |
| 23. General | 16 |
| Exhibit A-Scope of Service | 19 |
| Exhibit B- Payment Provisions..... | 22 |

This Agreement, made and entered into as of the date of last signature by both parties, by and between AMERICAN FORUM GI EDUCATION FOUNDATION OF SANTA MARIA, CA, a 501(c)(3) tax-exempt non-profit organization authorized to operate in the state of California (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. Description of Services

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

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 this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. 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 January 28, 2025, and continues in effect through December 31, 2026, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by 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, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed THREE HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED FIFTY and 00/100 dollars (\$344,350.00) in aggregate, 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 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, 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.

a) For this Agreement, e-mail the invoices to:

RCIT-AcctsPayable@rivco.org

b) Each invoice shall contain a minimum of the following information:

- invoice number and date;
- remittance address (must match the address on file with the ACO);
- bill-to and ship-to addresses of ordering department/division;
- Agreement number (ITARC-PSA-00001218);
- quantities;
- item descriptions;
- sales/use tax if applicable;
- remaining total contract balance; and
- 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.

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

5.5 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 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.

5.6 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.

5.7 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 or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all 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-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.

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 the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer 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 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

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. 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 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

Riverside County Information Technology
ATTN: Procurement
3450 14th St

CONTRACTOR

AGIF of Santa Maria, CA
ATTN: Helen Galván, Executive Director
702 E El Camino St

Riverside, CA 92501
RCIT-ProcurementTeam@Rivco.org

Santa Maria, CA 93454
helen.galvan@gmail.com

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 CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees,

cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

21.3 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.

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.

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.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. IT Contractor Services:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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 County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall 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 County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing 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.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds 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.

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

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein 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.

23.3 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.

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

23.5 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.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 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.

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: 
V. Manuel Perez, Chairman
Board of Supervisors

Dated: 2/04/2025

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Kristine Bell-Valdez
Supervising Deputy County Counsel

**AMERICAN GI FORUM EDUCATION
FOUNDATION OF SANTA MARIA, CA**, a
501(c)(3) tax-exempt nonprofit organization authorized
to operate in the state of California

By: 
Helen Galván (Jan 21, 2025 16:41 PST)
Helen Galván
Executive Director

Dated: Jan 21, 2025

EXHIBIT A
SCOPE OF SERVICE

This Contract Scope of Service (the "Scope") outlines the responsibilities, deliverables, and expectations for CONTRACTOR to provide Digital Navigation services in support of Riverside County's Technology on Wheels (formerly called Mobile Technology Hub Vans) program. CONTRACTOR shall deploy skilled Digital Navigators to facilitate access to digital resources and support services for County residents in alignment with the objectives of bridging the digital divide.

1. Definitions Specific to Technology on Wheels Program

1.1 CONTRACTOR means American GI Forum Education Foundation of Santa Maria, CA, a 501(c)(3) tax-exempt nonprofit organization authorized to operate in the state of California.

1.2 COUNTY means the County of Riverside, a political subdivision of the state of California, on behalf of Riverside County Information Technology (RCIT) department.

1.3 Digital Navigation means personalized, community-based support to help individuals access and use technology, connect to online services, and develop digital skills. Services include digital literacy training, device troubleshooting, help with low-cost Internet options, and guidance on using online platforms or applying for public services. Delivered by trained "Digital Navigators," these services focus on cultural competency, equity, and accessibility, available in English and Spanish through outreach methods like Mobile Technology Hubs. The program is data-driven, continuously monitoring progress to ensure effectiveness and compliance with funding standards.

1.4 District 5 means one of the five supervisory districts within Riverside County, California. It encompasses the cities of Banning, Beaumont, Calimesa, Hemet, Moreno Valley, and San Jacinto, and the unincorporated areas of Cherry Valley, Cabazon, Nuevo, Lakeview, Reche Canyon, and San Timoteo.

1.5 Technology on Wheels program means the initiative by Riverside County designed to bridge the digital divide by deploying two (2) mobile units across District 5. These vans provide Wi-Fi, digital devices, and IT support to underserved communities. The vans deliver flexible, on-demand access to technology, focusing on equity, cultural competency, and multilingual support to overcome digital barriers in underserved areas.

1. Definitions Specific to Technology on Wheels Program (Continued)

1.6 Monthly Outcome Reports means the monthly report submitted by the Contractor to the County of Riverside that tracks the Contract deliverables in the form of Key Performance Indicators (KPIs) that measure service progress. KPIs include, at a minimum, the number of residents served by Digital Navigators, sessions conducted, engagement duration, referrals to social services, outreach activities, and the purpose of resident engagements, such as, but not limited to, digital skills training, device support, or assistance with applications, including services for non-English speakers.

2. CONTRACTOR Responsibilities

To achieve the aims of the Technology on Wheels program, CONTRACTOR shall:

2.1 Provide Digital Navigation services to District 5 as detailed in the awarded proposal in response to Request for Proposals (RFP) No. ITARC-557, which forms the basis of this Agreement and is incorporated herein by reference. In the event of any discrepancies between RFP No. ITARC-557 and this Agreement, the terms of this Agreement shall prevail.

2.2 Assign a Coordinator to be responsible for:

(a) oversee coordination of services provided to participants and execution of classes.

(b) facilitating all necessary ongoing communication between CONTRACTOR and COUNTY.

2.3 Assign a Literacy Manager to be responsible for:

(a) overall planning of program development, implementation, and evaluation in collaboration with COUNTY;

(b) collaborate with COUNTY in the development of digital literacy strategies and resources tailored to different learning levels and needs;

(c) ensuring the Monthly Outcome Reports are submitted within fifteen (15) days from the last day of each calendar month. Late submissions of Monthly Outcome Reports may result in delayed processing of invoices and payments.

(d) ensuring invoices are submitted in a timely manner and in accordance with the terms and conditions stated in section 3 of this Agreement; and

3. CONTRACTOR Non-Responsibilities

CONTRACTOR is neither responsible for nor authorized to operate any COUNTY-owned vehicles, at any time. The CONTRACTOR assumes full liability for any breach of this Contract clause that results in damage to property or injury to individuals.

4. COUNTY Responsibilities

To assist CONTRACTOR in achieving the aims of the Technology on Wheels program, COUNTY shall:

4.1 Assign a Program Manager to be responsible for:

- (a) facilitating all necessary ongoing communications between COUNTY and CONTRACTOR;
- (b) resource allocation, risk management, and project priorities;
- (c) facilitating review and approval of CONTRACTOR Monthly Outcome Reports; and
- (d) facilitating review and approval of CONTRACTOR invoices.

4.2 Provide CONTRACTOR with the schedule for Technology on Wheels program, events and related activities, which may, on occasion, include weekends and night shifts. Sudden schedule changes may occur due to inclement weather, environmental conditions, or other unforeseen factors that COUNTY determines could impact individuals' safety or the program's effectiveness. In these circumstances, COUNTY will make its best effort to give the CONTRACTOR as much advance notice as possible and provide alternative tasks/assignments for CONTRACTOR to perform in support of the program.

4.3 Delegate COUNTY staff to be the sole authorized operators of the Technology on Wheels program vans/vehicles.

5. Alterations or Changes

No alteration or variation of the terms of the Scope shall be valid unless made in writing and signed by parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

EXHIBIT B
PAYMENT PROVISIONS

1. Annual Budget Allocation Summary

| Description: | Up-to Cost: |
|--------------------------------------------------------------------------|---------------------|
| Digital Navigators – 2 100% FTE (\$30/hr x 40 hrs/wk x 50 wks x 2 staff) | \$120,000.00 |
| Coordinator – 1 20% P/T (\$40/hr x 8 hrs/wk x 50 wks) | \$16,000.00 |
| Literacy & Logistics Manager – 1 20% P/T (\$35/hr x 8 hrs/wk x 50 wks) | \$14,000.00 |
| Annual Salary Subtotal | \$150,000.00 |
| Executive Director/Accounting – 15% P/T (\$45/hr x 8 hrs/wk x 50 wks) | \$18,000.00 |
| Mileage (50 miles/wk @ \$.67/mi x 50 wks) | \$1,675.00 |
| Office Supplies (\$50/wk x 50 wks) | \$2,500 |
| Annual Administrative/Overhead Costs Subtotal | \$22,175.00 |
| TOTAL ANNUAL MAXIMUM AMOUNT | \$172,175.00 |

2. Expenditure of Funds

COUNTY reserves the right to refuse payments to CONTRACTOR or disallow costs for any expenditure as determined by COUNTY to be out of compliance with the Agreement terms and conditions, unrelated or inappropriate to Agreement activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or granted.

3. Payment

Upon execution of this Agreement, CONTRACTOR shall request payment monthly, on a reimbursement basis, and in arrears for services rendered.