

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



**ITEM: 3.27
(ID # 26082)**

MEETING DATE:
Tuesday, March 18, 2025

FROM : RUHS-PUBLIC HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Approve the Professional Service Agreement with Southern California Mountains Foundation dba Urban Conservation Corps of the Inland Empire (UCCIE) for Pedestrian and Bicycle Safety Activities, Without Seeking Competitive Bids, Effective Upon Signature Through June 30, 2025. Districts 4 & 5. [Total aggregate amount: \$60,000 – 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Southern California Mountains Foundation dba Urban Conservation Corps of the Inland Empire (UCCIE) for Pedestrian and Bicycle Safety Activities without seeking competitive bids, effective upon signature through June 30, 2025, in the aggregate amount of \$60,000;
2. Authorize the Chair of the Board to sign the Agreement on behalf of the County; and
3. Authorize the Purchasing Agent, or designee, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign all subsequent amendments to the agreement that exercise the options of the agreement, including modifications to the statement of work that stay within the intent of the Agreement; and (b) issue Purchase Orders to UCCIE for goods and/or services related to this Professional Service Agreement in an amount not to exceed the aggregate amount of the Agreement.

ACTION:Policy


Kim Saruwatari, Director of Public Health 3/3/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 18, 2025
xc: RUHS-PH

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$60,000	\$0	\$60,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System – Public Health (RUHS-PH), Safe Routes for All (SRFA) has been awarded Active Transportation Project (ATP) funds from the California Department of Transportation for the cities of San Jacinto, Coachella and Hemet project areas. These projects will provide Urban Conservation Corps of the Inland Empire (UCCIE) members with experience in creating pedestrian and bicycle safety educational opportunities for local residents. Corps Members will provide safety activities, walk audits, presentations and collect data. Caltrans collaborates with the Urban Conservation Corps of the Inland Empire (UCCIE) as part of the ATP. This partnership is encouraged by legislation, such as Senate Bill 99 (SB 99), which aims to promote workforce development opportunities for young adults while enhancing public benefit through transportation projects.

UCCIE strives to support youth development through conservation initiatives integrating environmental education, training, and hands-on service projects that benefit the community. UCCIE also protects natural resources and family-led programming. Additionally, UCCIE provides interpretive services that focus on outdoor recreation, and responsible use and handling of the natural environment. UCCIE is a Certified Local Conservations Corps (LCC) and is a division of the Southern California Mountains Foundation.

Established in 2006, UCCIE is the largest community-based conservation corps in the Inland Empire. Each year, UCCIE contributes over one hundred thousand hours of public service conservation work and disaster assistance across urban, suburban, and rural areas. Corps members, aged 18-25, engage in a variety of conservation projects. Their unique insights can shed light on how active transportation affects the County's ecosystem. Additionally, these Corps members also educate children about their expertise in conservation, fostering environmental awareness and stewardship among the younger generation.

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Impact on Residents and Businesses

RUHS-PH operates the ATP, which is intended to promote and support the use of non-motorized modes of transportation, such as walking and biking. This program aims to increase the proportion of trips made by these active modes, enhance safety and mobility for non-motorized users, and improve public health. The program will benefit County residents by ensuring that children have a safe and secure environment where they can walk and bike to and from school.

Additional Fiscal Information

The total cost of the project for the San Jacinto, Coachella and Hemet project areas is \$60,000. The total distribution is listed in the table below. The cost is reimbursed through grant funding from the California Department of Transportation.

City	Fiscal Year	Amount
San Jacinto	FY24/25	\$20,000
Hemet	FY24/25	\$20,000
Coachella	FY24/25	\$20,000
Aggregate Total		\$60,000

Contract History and Price Reasonableness

Based on Active Transportation Project Cycle 5 project requirements, and following the County policies and procedures, it was determined to utilize the services of UCCIE to recruit Corps Members to support the SFRA Program. SRFA staff will work with UCCIE to guide the corps members to assist in the coordination of walk audits, pedestrian safety, and city and bike skills workshops. SRFA will train and supervise the corps members in all aspects of advocacy and program implementation. This relationship between SFRA and UCCIE is a requirement for this ATP project, as stated in the application and contract. The quoted amount for services was based upon a short duration and costs that fit into the existing SRFA budget.

Senate Bill 99 encourages partnerships with the California Conservation Corps (CCC) and certified Local Conservation Corps (LCC) on Active Transportation Projects by including them as one of the project selection criteria. Applicants that do not consult with both the CCC and LCCs are deducted scoring points and are ranked lower. The CCC increases the public benefit of these projects by creating workforce development opportunities for young adults.

Riverside County Purchasing and Fleet Services has reviewed the Single Source Justification document and assigned tracking number 25-116.

ATTACHMENTS:

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

ATTACHMENT A. Professional Service Agreement with Southern California Mountains Foundation DBA Urban Conservation Corps of the Inland Empire

ATTACHMENT B. Single Source Justification Document for Southern California Mountains Foundation DBA Urban Conservation Corps of the Inland Empire


Stacy Orton, Assistant Director of Purchasing

3/10/2025


Douglas Ordóñez Jr.

3/12/2025


Gregg Gu, Chief of Deputy County Counsel

3/11/2025

PROFESSIONAL SERVICE AGREEMENT

for

PEDESTRIAN & BICYCLE SAFETY ACTIVITIES

between

COUNTY OF RIVERSIDE

and

**SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION dba URBAN CONSERVATION
CORPS OF THE INLAND EMPIRE**

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This Agreement is entered into by and between SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION, a CALIFORNIA non-profit corporation, d/b/a URBAN CONSERVATION CORPS OF THE INLAND EMPIRE (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health, (herein referred to as "COUNTY" or "RUHS-PH").

The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Service, at the prices stated in Exhibit B, Payment Provisions 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 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 and continues in effect through June 30, 2025, unless terminated earlier. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The 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 SIXTY THOUSAND DOLLARS (\$60,000) 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 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 agreement, 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 quarterly 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. For this Agreement, send invoices to either:

Riverside University Health System - Public Health

Fiscal – Accounts Payable

PO BOX 7849

Riverside, California 92513

or

RIVCOPH-AP@ruhealth.org

- a) Each invoice shall contain a minimum of the following information: organization name; Purchase Order number (to be provided to CONTRACTOR by COUNTY when available); invoice number and invoice date; payment due date; remittance address; bill-to and ship-to addresses of ordering department/branch; Agreement number (HSARC-25-001); Grant numbers (HS200142, HS200143, HS200144); quantities; service dates for claimed expenditures (billing period must fall within the Agreement performance period); item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) CONTRACTOR shall provide adequate supporting cost documentation, including source documentation as appropriate, (i.e., receipts, logs, time sheets, payroll records, etc.) as requested by the COUNTY.

c) Invoices shall be rendered quarterly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year 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. 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, they 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) (sam.gov) (Executive Order 12549, 7 CFR Part 3017, and 45 CFR Part 76). 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 ("Covered Individuals") 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 Contractors State License Law, Cal. Bus. & Prof. Code § 7000 et. seq. 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 (Cal. Gov. Code § 12900 et. seq), the Federal Civil Rights Act of 1964, Pub. L. No. 88-352, 78 Stat. 241, the Americans with Disabilities Act of 1990, 42 U.S.C. §1210 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

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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 UNIVERSITY HEALTH SYSTEM-
PUBLIC HEALTH

CONTRACTOR

SOUTHERN CALIFORNIA MOUNTAINS
FOUNDATION, DBA URBAN

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

CONSERVATION CORPS OF THE INLAND
EMIRE
82579 FLEMING WAY, SUITE C
INDIO, CA 92201
ATTN STACY GORIN
sgorin@mountainsfoundation.org

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 Subject to Section 21.5 below, 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 its sole cost, have the right to use counsel of its 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 of the Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied upon the earlier of: (a) when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved; and (b) the expiration of all statutes of limitations applicable to any action or claim as to which CONTRACTOR is obligated to indemnify the Indemnitees hereunder.

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 If applicable, anything to the contrary herein notwithstanding, CONTRACTOR's obligations and liabilities under this Section 21 do not extend to any liability, action, claim or damage to the extent attributable to the negligence (active or passive) or willful misconduct of the Indemnitees. It is the parties' intent that the principles of comparative fault apply to the obligations and liabilities of the parties hereunder.

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. The 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 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall 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

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


23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

COUNTY OF RIVERSIDE, a political subdivision of the state of California, on behalf of its **RIVERSIDE UNIVERSITY HEALTH SYSTEM - PUBLIC HEALTH**

By: 
V. Manuel Perez, Chair
Board of Supervisors

SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION, a CALIFORNIA non-profit corporation, doing business as **URBAN CONSERVATION CORPS OF THE INLAND EMPIRE**

By: 
Stacy Gorin
Executive Officer

Dated: MAR 18 2025

Dated: Feb 14, 2025

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

Esen Sainz
By: _____
Esen Sainz
Deputy County Counsel

EXHIBIT A SCOPE OF SERVICE

1. BACKGROUND

The Urban Conservation Corps of the Inland Empire (UCCIE), herein referred to as CONTRACTOR, strives to support youth development through conservation initiatives integrating environmental education, training, and hands-on service projects that benefit the community. CONTRACTOR also protects natural resources and family-led programming; and provides interpretive services that focus on outdoor recreation, responsible use, and handling of natural environment. CONTRACTOR is a Certified Local Conservation Corps (LCC) and is a division/program of the Southern California Mountains Foundation.

Riverside University Health System - Public Health ("RUHS-PH") operates the Active Transportation Program ("ATP"), intended to promote and support the use of non-motorized modes of transportation, such as walking and biking. This program aims to increase the proportion of trips made by these active modes, enhance safety and mobility for non-motorized users, and improve public health. The RUHS-PH ATP will provide pedestrian and bicycle safety education, activities, and other technical assistance to the cities of Coachella, Hemet, and San Jacinto.

2. CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall assist with the implementation of the Safe Routes for All Program ("SRFA Program") with the following cities:

2.1 City of San Jacinto: District 5 (HS200142)

2.1.1 Urban Conservation Corps of the Inland Empire (UCCIE) shall provide two (2) Corps Members to assist with pedestrian and bicycle safety for the ATP within the City of San Jacinto under the direction of the RUHS-PH SRFA Program

2.1.2 Attend at least ten (10) pedestrian and bicycle safety activities in the City of San Jacinto including but not limited to Walk with Me: Pedestrian Safety Educational Course, Health and Safety Fairs, Bicycle Workshops, Helmet Fittings, Safe Walk for Senior activities, and other traffic safety educational classes.

- 2.1.3 Co-lead at least one (1) Walk Audit with RUHS-PH. This is an assessment of the safety, accessibility, and comfort of a particular area for pedestrians. During a walk audit, participants shall observe and document specific issues that impact the walkability of streets, intersections, and neighborhoods.
- 2.1.4 Assist in traffic safety presentations led by by RUHS-PH ATP.
- 2.1.5 Assist RUHS-PH with data collection for measuring impact such as through student modes of travel surveys, pre and post-presentation surveys, and others as needed.

2.2 City of Hemet: District 5 (HS200143)

- 2.2.1 Urban Conservation Corps of the Inland Empire (UCCIE) shall recruit two (2) Corps Members to assist with pedestrian and bicycle safety for the ATP within the City of Hemet under the direction of the SFRA Program.
- 2.2.2 Attend at least ten (10) pedestrian and bicycle safety activities in the Cities listed including but not limited to Walk with Me: Pedestrian Safety Educational Course, Health and Safety Fairs, Bicycle Workshops, Helmet Fittings, Safe Walk for Senior activities, and other traffic safety educational classes.
- 2.2.3 Co-lead at least one (1) Walk Audit with RUHS-PH. This is an assessment of the safety, accessibility, and comfort of a particular area for pedestrians. During a walk audit, participants shall observe and document specific issues that impact the walkability of streets, intersections, and neighborhoods.
- 2.2.4 Assist in traffic safety presentations led by RUHS-PH ATP.
- 2.2.5 Assist RUHS-PH with data collection for measuring impact such as through student modes of travel surveys, pre and post-presentation surveys, and others as needed.

2.3 City of Coachella: District 4 (HS200144)

- 2.3.1 Urban Conservation Corps of the Inland Empire (UCCIE) shall recruit two (2) Corps Members to assist with pedestrian and bicycle safety for the RUHS-PH ATP within the City of Coachella under the direction of the RUHS-PH SRFA Program.

- 2.3.2 Attend at least ten (10) pedestrian and bicycle safety activities in the City of Coachella including but not limited to Walk with Me: Pedestrian Safety Educational Course, Health and Safety Fairs, Bicycle Workshops, Helmet Fittings, Safe Walk for Senior activities, and other traffic safety educational classes.
- 2.3.3 Co-lead at least one (1) Walk Audit with RUHS-PH. This is an assessment of the safety, accessibility, and comfort of a particular area for pedestrians. During a walk audit, participants shall observe and document specific issues that impact the walkability of streets, intersections, and neighborhoods.
- 2.3.4 Assist in traffic safety presentations led by RUHS-PH ATP.
- 2.3.5 Assist RUHS-PH with data collection for measuring impact such as through student modes of travel surveys, pre and post-presentation surveys, and others as needed.

EXHIBIT B PAYMENT PROVISIONS

CONTRACTOR shall receive payment by the COUNTY for the following services provided as specified in Exhibit A, Scope of Service for City of Hemet, City of San Jacinto, and City of Coachella.

1. MAXIMUM AMOUNTS

The maximum aggregate amount paid to CONTRACTOR for each activity shall not exceed the following:

Grant Code	City	District	Activities	FY 24/25 Amount
HS200142	San Jacinto	5	Personnel	\$20,000
HS200143	Hemet	5	Personnel	\$20,000
HS200144	Coachella	4	Personnel	\$20,000
Total Amount				\$60,000

2. BUDGET BREAKDOWN (City of Hemet, San Jacinto, Coachella)

City of San Jacinto (HS200142)

Name & Title or Position Title	Total Hours	Hourly Wage	RUHS Grant Funds	Total
(2) Corps members for eight (8) hours per day for 22 days for 352 total hours	352	\$46.58	\$16,396.16	\$16,396
Indirect rate at 21.98%			\$3,603.84	\$3,604
Total				\$20,000

*Amounts are rounded to the nearest dollar.

City of Hemet (HS200143)

Name & Title or Position Title	Total Hours	Hourly Wage	RUHS Grant Funds	Total
(2) Corps members for eight (8) hours per day for 22 days for 352 total hours	352	\$46.58	\$16,396.16	\$16,396
Indirect rate at 21.98%			\$3,603.84	\$3,604
Total				\$20,000

*Amounts are rounded to the nearest dollar.

City of Coachella (HS200144)

Name & Title or Position Title	Total Hours	Hourly Wage	RUHS Grant Funds	Total
(2) Corps members for eight (8) hours per day for 22 days for 352 total hours	352	\$46.58	\$16,396.16	\$16,396
Indirect rate at 21.98%			\$3,603.84	\$3,604
Total				\$20,000

*Amounts are rounded to the nearest dollar.

3. METHOD, TIME, AND CONDITIONS OF PAYMENT

CONTRACTOR shall be paid the actual amount of each approved quarterly invoice. All payment claims shall be submitted to COUNTY as described in Section 3, Compensation, of the Agreement.



Public Health

Date: Thursday, December 26, 2024
From: Kimberly Saruwatari, Director of Public Health
To: Board of Supervisors
Via: Julisa Alvizo-Silva, 951-358-7171
Subject: Request for Pedestrian and Bicycle Safety Services

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 or more for goods and/or services.

☒ Single Source ☐ Sole Source

Supporting Documents: indicate which are included in the request from the list below.

- ☐ Supplier Quote ☐ Supplier Sole Source Letter ☐ Final draft agreement
☐ Final draft Form 11 ☐ H-11 approved by RCIT/TSOC ☐ Grant Agreement
☒ Other: Assembly Bill No. 97 Chapter 14

1. Requested Supplier Name: Southern California Mountain Foundation dba Urban Conservation Corps of the Inland Empire

Supplier ID: 42745

- a. Describe the goods/service being requested:

The Southern California Mountain Foundation, dba Urban Conservation Corps of the Inland Empire (UCCIE) is set to recruit six (6) Corps Members to support pedestrian and bicycle safety initiatives as part of the Active Transportation Program in the cities of Hemet, San Jacinto, and Coachella, under the Safe Routes for All (SRFA) program. This partnership will enhance community outreach and educational efforts, significantly boosting engagement in pedestrian and bicycle safety.

- b. Explain the unique features of the goods/services being requested from this supplier:

Established in 2006, UCCIE is the largest community-based conservation corps in the Inland Empire. Each year, UCCIE contributes over one hundred thousand hours of public service conservation work and disaster assistance across urban, suburban, and rural areas. Corps members, aged 18-25, engage in a variety of conservation projects. Their unique insights can shed light on how active



Public Health

transportation affects the County's ecosystem. Additionally, these Corps members also educate children about their expertise in conservation, fostering environmental awareness and stewardship among the younger generation.

Senate Bill 99 encourages partnerships with the California Conservation Corps (CCC) and certified Local Conservation Corps (LCC) on Active Transportation Projects (ATP) by including them as one of the project selection criteria. Grant Applicants that do not consult with both the CCC and LCCs are deducted scoring points and are ranked lower. The CCC increases the public benefit of these projects by creating workforce development opportunities for young adults.

- c. What are the operational benefits to your department?

Recruited Corps Members will assist with non-infrastructure education opportunities with a targeted audience. This includes, but is not limited to, pedestrian and bicycle safety presentations, hands-on traffic safety education with students, and data collection. Operational benefits include increased capacity and relief of tasks from existing staff members, diverse skill sets, cost-effective support, and fresh perspectives on various subject matters within active transportation.

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

UCCIE has provided a cost detail in the amount of \$60,000. This partnership will fulfill the grantor, CalTrans, requirement.

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?

UCCIE has provided a cost detail in the amount of \$60,000. This partnership will fulfill the grantor, CalTrans, requirement.

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

- b. What was the total annual and aggregate amount?

N/A



Public Health

3. 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>24/25</u>
One-time Costs:	
<i>Personnel (Safe Routes Coachella)</i>	\$16,396
<i>Indirect rate at 21.98%</i>	\$3,604
<i>Personnel (Safe Routes San Jacinto)</i>	\$16,396
<i>Indirect rate at 21.98%</i>	\$3,604
<i>Personnel (Safe Routes Hemet)</i>	\$16,396
<i>Indirect rate at 21.98%</i>	\$3,604
Total Costs	\$60,000

4. Period of Performance: Effective Upon Signature - June 30, 2025

Ratify Start Date (if applicable): N/A

Initial Term Start Date: N/A End Date: N/A

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): 0

Aggregate Term/End Date: _____

5. Projected Board of Supervisor Date (if applicable): February 25, 2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier have been fully vetted and approved.

<u>Rachelle Roman</u>	<u></u>	<u>Dec 26, 2024</u>
Print Name	Department Head Signature (Executive Level Designee)	Date

.....

PCS Reviewed:

<u>Selena Mathiot</u>	<u></u>	<u>Dec 19, 2024</u>
Print Name	Signature	Date



Public Health

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

.....

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

Purchasing Department Review and Comments: _____

Not to exceed:

☐ One-time \$ _____

☒ Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 60,000

☐ Aggregate Amount \$ _____

Stacy Orton

Purchasing Agent Signature

01/31/2025

Date

25-116

Tracking Number

(Reference on Purchasing Documents)