

COUNTY OF RIVERSIDE

Department of Public Health/
Community Action Partnership

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: DOPH /CAP	CONTRACT NO. 18-014	RFP NO. ----
CONTRACT AMOUNT: \$500 per training	PERIOD OF PERFORMANCE: July 1, 2017 through June 30, 2018	
COUNTY CONTRACT: Brenda Freeman (951) 955-3217		
CONTRACTOR REPRESENTATIVE Anastasia Carone (760) 922-7148		
PROGRAM NAME: Community Action's Peer Mediation Program		

This Partnership Agreement, hereinafter referred to as "Agreement" is made and entered into by and between **Palo Verde High School**, hereinafter referred to as "**SCHOOL**" and **County of Riverside** through its Department of Public Health/ Community Action Partnership, hereinafter referred to as "**COUNTY**", collectively hereinafter referred to as "Parties."

WITNESSETH:

WHEREAS, COUNTY is to implement Community Action's Peer Mediation Program; and

WHEREAS, SCHOOL has desire to partner with COUNTY to coordinate Peer Mediation Trainings for their school.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided in the Terms and Conditions on pages 3 through 8, and Exhibit A, SCOPE OF WORK, consisting of one (1) page, attached hereto and incorporated herein.

SCHOOL

Palo Verde High School

COUNTY

County of Riverside

By _____

By _____

Print Name

Print Name

Date

Date

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TERMS AND CONDITIONS

I. PURPOSE

The purpose of this Agreement is to provide 10 hours of Peer Mediation Training to schools throughout the County of Riverside in order to help reduce student conflict and provide students with problem solving, communication, listening and leadership skills; to affirm the commitment between the Parties to supply a room, electricity, tables or desks, chairs, computer use (if computer lab available); and assist with promotion of the program.

II. DESCRIPTION OF SERVICES

Parties shall be responsible for all services as outlined and specified in Exhibit A, SCOPE OF WORK, attached hereto and by this reference incorporated herein.

III. PERIOD OF PERFORMANCE

This Agreement is effective from July 1, 2017 through June 30, 2018, with options to renew, in one-year-increments, for four (4) additional years, unless terminated as specified in Section XVI, TERMINATION.

IV. FISCAL PROVISION

A. MAXIMUM AMOUNT

1. In consideration of services provided by COUNTY, SCHOOL shall pay and COUNTY shall receive compensation, an estimated amount of five hundred dollars (\$500) per training.
2. It is mutually agreed and understood that the obligation of the SCHOOL is limited by and contingent upon the availability of the SCHOOL funds for the reimbursement of COUNTY'S fees. In the event that such funds are not forthcoming for any reason, SCHOOL shall immediately notify COUNTY in writing.

B. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENT

1. To submit payment, COUNTY shall submit an invoice after each training scheduled. Supporting documentation will accompany the invoice.
2. If SCHOOL ceases operation for any period, full payment will apply.

V. HOLD HARMLESS/INDEMNIFICATION

- A. SCHOOL 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 whatsoever, based or asserted upon any services of SCHOOL, 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 whatsoever arising from the performance of SCHOOL, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. SCHOOL shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnites in any claim or action based upon such alleged acts or omissions.

- B.** COUNTY shall indemnify and hold harmless the SCHOOL, 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 Indemnites) from any liability whatsoever, based or asserted upon any services of COUNTY, 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 whatsoever arising from the performance of COUNTY, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. COUNTY shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnites in any claim or action based upon such alleged acts or omissions.
- C.** With respect to any action or claim subject to indemnification herein by SCHOOL, SCHOOL 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 SCHOOL's indemnification to Indemnites as set forth herein.
- D.** SCHOOL's obligation hereunder shall be satisfied when SCHOOL has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- E.** The specified insurance limits required in this Agreement shall in no way limit or circumscribe SCHOOL's obligations to indemnify and hold harmless the Indemnites herein from third party claims.
- F.** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the SCHOOL from indemnifying the Indemnites to the fullest extent allowed by law.

VI. INSURANCE

- A.** Without limiting or diminishing the Parties' obligation to indemnify or hold each other harmless, each Party shall procure and maintain or cause to be maintained, at its sole

cost and expense, the following insurance coverage during the term of this Agreement.

1. Workers' Compensation:

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.

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, and employment practices liability covering claims which may arise from or out of Partner's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives 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.

B. 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 an 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. SCHOOL agrees to notify the County of Riverside 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.

VII. LICENSES AND PERMITS

Parties warrant that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

VIII. INDEPENDENT CONTRACTOR

It is understood and agreed that the Parties are independent contractors and that no relationship of employer-employee exists between the Parties hereto. The Parties and/or

Parties' employees shall not be entitled to any benefits payable to employees of the other Party including, but not limited to, Worker's Compensation benefits.

IX. CONFLICT OF INTEREST

The Parties covenant that they presently have no interest, including, but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which each Party believe to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Parties further covenant that in the performance of this Agreement, no person having such interest shall be employed or retained by it under this Agreement. The Parties agree to inform each other of all of the other Party's interests, if any, which are or which each Party believes to be incompatible with any interest with other Party.

X. NON-DISCRIMINATION

The Parties 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.

XI. CONFIDENTIALITY

The Parties 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 or SCHOOL information or data which is not subject to public disclosure; COUNTY or SCHOOL operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

XII. CHILD ABUSE REPORTING

Each Parties shall establish a procedure acceptable to each other to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

XIII. PRO CHILDREN ACT OF 1994

The Parties must comply with Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an

entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative Agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The Parties further agree that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For detailed explanation, see www.csd.ca.gov.

XIV. ASSIGNMENT

The Parties shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or notification, without the prior written consent of the other Party. Any attempt to assign or delegate any interest herein without said consent shall be deemed void and of no force or effect.

XV. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by County of Riverside's Purchasing Compliance Officer which shall furnish the decision in writing. The decision of County of Riverside's Purchasing Compliance Officer shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Partner shall proceed diligently with the performance of the Agreement pending County of Riverside's Purchasing Compliance Officer decision.

XVI. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event SCHOOL elects to abandon, indefinitely postpone, or terminate the Agreement, SCHOOL shall make payment or reimburse for all services performed up to the date that written notice was given in a prorated amount.

XVII. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Services will be provided in full compliance with the Act and of Part 96 of Title 45 of the Code of Federal Regulations. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

XVIII. MODIFICATION OF TERMS

This Agreement may be amended at any time by mutual agreement of the Parties. Such amendments shall not be binding upon either Party unless they are in writing and signed by the personnel authorized to bind each of the Parties.

XIX. NOTICES

All notices, reports, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

COUNTY: County of Riverside Department of Public Health
Procurement and Logistics
4065 County Circle Drive
Riverside, CA 92503

copy: County of Riverside
Community Action Partnership of Riverside County
2038 Iowa Avenue, Suite B-102
Riverside, CA 92507-2412

SCHOOL: Palo Verde High School
667 N Lovekin Blvd
Blythe, CA 92225

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable.

XX. FORCE MAJEURE

If either Party is unable to comply with any provision of this Agreement due to cause 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.

XXI. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Agreements of any kind or nature relating to the same shall be deemed to be merged herein.

[SIGNATURES ON FRONT PAGE]

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EXHIBIT A

SCOPE OF WORK

I. ALL PARTIES RESPONSIBILITIES:

- A. Provide Peer Mediation Training to school.

II. COUNTY RESPONSIBILITIES:

- A. Execute the Agreement (“Agreement”) to designated school and school districts.
- B. Conduct meetings with school representatives to review and explore ways of implementing the Peer Mediation Program.
- C. Coordinate and provide 10 hours of Peer Mediation training.
- D. Provide technical assistance throughout the year to enhance the program,
- E. Provide training material (curriculum, activities, etc.).
- F. Provide incentives for students after completion of training (i.e. t-shirts, buttons, and certificates).
- G. Provide technical assistance throughout the year to enhance the program.
- H. Provide an annual Volunteer Recognition Luncheon for staff and students to attend.

III. SCHOOL RESPONSIBILITIES:

- A. Assign a point of contact who will coordinate the peer mediation program with COUNTY.
- B. Recruit a minimum of 20-25 students for the training. Students should reflect school's diversity and have a strong desire to build leadership skills and help others.
- C. Keep track of mediation sessions conducted by the Peer Mediators.
- D. Submit monthly records by the 5th of each month following the training.
- E. Submit end of the year Program Evaluation by June 30th.
- F. Share impact stories/photos.

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