

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

222



FROM: Human Resources Department

SUBMITTAL DATE:
June 3, 2010

SUBJECT: APPROVAL OF THE SOLE SOURCE AGREEMENT TO DESIGNATE UNITED WAY OF THE INLAND VALLEYS AS THE PRINCIPAL COMBINED FUND DRIVE ORGANIZATION FOR THE COUNTY OF RIVERSIDE

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the agreement with United Way of the Inland Valleys for five (5) years, renewable in one-year increments, to provide fund distribution services for the County employee Campaign, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance 459.4, to exercise the renewal option, and to sign amendments that do not change the substantive terms of the agreement, and;
3. Direct the Clerk of the Board to return three (3) original signed agreements to Purchasing and Fleet Services.

BACKGROUND: Each year in the fall, employees are provided the opportunity to contribute to charities by payroll deduction. Board Policy C-14 provides for a single organization to head up the fund drive as the "Principal Combined Fund Drive Organization" (PCFO) for a five-year period.

(Continued on Page 2)

Barbara A. Olivier

Barbara A. Olivier
Asst. County Executive Officer/HR Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

SOURCE OF FUNDS: Percentage of donations not to exceed 14.32%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Karen L. Johnson*
Karen L. Johnson

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
DATE: 6/10/10
Departmental Concurrence

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

Consent Policy
 Consent Policy

Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: # District: ALL Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.22

FORM 11: APPROVAL OF THE SOLE SOURCE AGREEMENT TO DESIGNATE UNITED WAY OF THE INLAND VALLEYS AS THE PRINCIPAL COMBINED FUND DRIVE ORGANIZATION FOR THE COUNTY OF RIVERSIDE

June 3, 2010

PAGE 2

BACKGROUND (Continued):

Requests for proposals to serve as PCFO were solicited in accordance with policy C-14, and agencies were contacted that expressed an interest in the bid process. The County received one proposal, from the current PCFO, United Way of the Inland Valleys. United Way has served commendably in the previous five-year period as the County's coordinator of the payroll deduction drive for the benefit of all the participating charitable organizations.

The County recommends the designation of United Way of the Inland Valleys to continue as PCFO for fiscal Years 2010-11 through 2014-15.

PRICE REASONABLENESS

Purchasing released a Request for Proposal, mailing solicitations to multiple companies, and advertised on the County's Internet. Purchasing received two bid responses from United Way of the Inland Valleys, and Central County United Way. An evaluation team consisting of personnel from Purchasing, Community Health Agency, Executive Office, and Mental Health reviewed the proposals. The evaluation team scored each proposal based on the bidder's overall responsiveness, general understanding of the RFP requirements, bidder's experience and ability, overall administrative and operating fees, references, technical capability, reporting methodology, financial status, clarification, exceptions, deviations, and credentials. After the close of bids, Central County United Way rescinded their proposal based on territorial issues between both respondents.

United Way of the Inland Valleys presented an overview of their services to be provided to our community, and based on the presentation; the evaluation team determined United Way of the Inland Valleys as a responsive/responsible vendor. United Way of the Inland Valleys submitted a proposal with a 14.32% fee (administrative and operating fees) of the donations received based on the total employee contributions estimated at \$800,000.00 for the Inland Valleys charitable communities. The administrative and operating cost meets the county guideline standard. The percentage of such dollars disbursed to charitable agencies as a result of the drive should not be less than the 75% of total dollars received per policy number C-14.

The evaluation committee recommends the award be given to United Way of the Inland Valleys, as a responsive/responsible vendor.

REVIEW/APPROVAL: Purchasing and County Counsel concurs with this request.

SERVICE AGREEMENT

for

PRINCIPAL COMBINED FUND DRIVE ORGANIZATION SERVICES

between

COUNTY OF RIVERSIDE

and

UNITED WAY OF INLAND VALLEYS



TABLE OF CONTENTS

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

This Agreement, made and entered into this _____ day of _____, 2010, by and between United Way of Inland Valleys, (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, consisting of four (4) pages.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately 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 upon signature of this Agreement by both parties and continue in effect through June 30, 2011, with the option to renew for four (4) years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Alteration or Changes to the Agreement

3.1 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.

3.2 Any claim by the CONTRACTOR for additional Contribution 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 Contribution 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.

4. 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.

4.2 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 so as to 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.

4.3 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.

4.4 After termination, COUNTY is not responsible for Contributions to CONTRACTOR.

4.5 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.

4.6 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.

4.7 CONTRACTOR may terminate this Agreement in writing with a 60 day notice to the COUNTY.

5. 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; and may be used by the COUNTY for any purpose 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.

6. Conduct of Contractor

6.1 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.

6.2 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.

6.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees. Exceptions to this rule are listed in Exhibit A, section B3 stating what is allowed.

7. Inspection of Service; Quality Control/Assurance

7.1 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.

7.2 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 CONTRACTOR.

8. Independent Contractor

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. 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.

10. Disputes

10.1 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 RFP#HRARC-032A

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 as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

10.2 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.

11. 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.

12. 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.

13. 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.

14. Confidentiality

14.1 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.

14.2 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 particular assigned to the individual, such as finger or voiceprint or a photograph.

15. 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.

16. 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

Human Resource
County Administrative Center
4080 Lemon Street
Riverside, CA 92502-1569

CONTRACTOR

United Way of the Inland Valleys
6215 River Crest Dr., Suite B
Riverside, CA 92507-0703

17. 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.

18. 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.

19. Hold Harmless/Indemnification

19.1 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 from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission 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. CONTRACTOR shall defend, at its sole cost

and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, 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 in any such action or claim. 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's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

19.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

20. Insurance

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 coverages during the term of this Agreement:

20.1 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, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

20.2 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 covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or

representatives as Additional Insureds. 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.

20.3 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 all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

20.4 Professional Liability Insurance

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

20.5 General Insurance Provisions - All lines

a) 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.

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this

Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) 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, or 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 or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and 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.

e) The COUNTY'S Reserved Rights--Insurance. 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 (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

21. General

21.1 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.

21.2 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.

21.3 In the event the CONTRACTOR receives Contribution 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 Contribution due to the CONTRACTOR.

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

21.5 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.

21.6 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.

21.7 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.

21.8 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.

21.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations, which apply to performance under this Agreement.

21.10 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).

21.11 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.

COUNTY:

CONTRACTOR:

Signature: _____

Signature: [Handwritten Signature]

Print Name: Marion Ashley

Print Name: KEVIN J. MCCARTHY

Title: Chairman of the Board of Supervisors

Title: CEO/PRESIDENT

Dated: _____

Dated: JUNE 7, 2010

FORM APPROVED COUNTY COUNSEL
BY: [Handwritten Signature] 6/8/10
NEAL R. KIPNIS DATE

**EXHIBIT A
SCOPE OF SERVICE**

A. CHARITABLE MEMBERS AGENCIES

A.1. CONTRACTOR shall have at least 10 charitable members' agencies evidenced by a list of the member agencies including a description of the geographical area served by the combined fund drive organization.

A.2. For purposes of these standards only the parent organization and not its affiliates, will be counted in member agency totals of the organization. Branches, chapters, or other such sub-units of a parent organization will be counted as a single unit within the membership structure of the organization.

A.3. Member agencies of the organization must be agencies whose principal service functions are reasonably accessible to residents of the County of Riverside. This requirement is intended to insure that the widest and most diverse ranges of services possible are provided to the residents of Riverside County.

A.4. Based on the nonprofit organizations provided by CONTRACTOR, including nonprofit agencies located throughout the United States, County employees may designate that their pledge go to a 501(c)3 non-profit agency by completing the designation form with the agency's name and address. CONTRACTOR will verify the 501(c)3 status for each designated agency and establish a new agency. If the agency is not listed on the UW Worldwide IRS Website, a letter is sent to the agency requesting a copy of the 501(c)3 tax determination letter. If a response from the agency is not received after two attempts over 4-6 weeks, then the employee donor is contacted and asked what they would like to do with their pledge.

B. SERVICE REQUIREMENTS:

B.1. The CONTRACTOR will work with the COUNTY to develop a campaign plan that promotes and supports philanthropy through a program that is employee focused, cost efficient and effective. The campaign plan will include the campaign time line, steering committee meetings, coordinator training, development of campaign materials and supplies, and schedule of campaign kick-off, coordinator and landmark donor luncheons and other annual fundraising activities.

B.2. The CONTRACTOR will participate in the County's monthly steering committee meetings, providing at least two staff people to participate. The COUNTY must be notified 48 hours before event(s) for any staffing changes. CONTRACTOR will provide alternative resources or solutions if staffing is unavailable which must be approved by the COUNTY.

B.3. The CONTRACTOR will in coordination with the COUNTY, provide Department awards and the annual luncheon and awards for County fundraising coordinators (average is 120 people) as well as landmark donors (those who contributed \$1,000 or more in one year) in recognition of their contributions as volunteers and major donors. COUNTY will approve all vendors, event locations, landmark print design and other logistics for the events. Awards allowed under this provision include:

B.3.1 Landmark Prints – Given to Leadership donors of \$1000 or more

- a. Estimated 220 awards given per year. Total amount will vary per each year of agreement and must be approved by the COUNTY prior to award release.

- b. The COUNTY and Steering Committee must approve all Prints by artist drawn of local Landmarks.

B.3.2 Recognition Plaque Awards–

Awards are approximately ordered one month prior to ceremony and approved by the COUNTY. Awards allowed under this provision include:

- a. Chairman's Award
- b. Highest Percent Participation – Large Dept.
- c. Highest Percent Participation – Medium Dept.
- d. Highest Percent Participation – Small Dept.
- e. Highest Per Capita Giving Award – Large Dept.
- f. Highest Per Capita Giving Award – Medium Dept.
- g. Highest Per Capita Giving Award – Small Dept.
- h. Highest Percent Increase – Large Dept.
- i. Highest Percent Increase – Medium Dept.
- j. Highest Percent Increase – Small Dept.
- k. Employee Campaign Director

B.3.3 Employee Campaign Certificates-

The number of certificates will be approved by the COUNTY and will be based on the total number of people involved with the campaign. Recognition will be given to all involved with managing the campaign. A new Riverside County employee template must be prepared each year. The CONTRACTOR will work with the COUNTY to develop Campaign Certificates. An estimated 250 certificates may be prepared two weeks in advance of release.

B.3.4 Incentive –

List of incentives allowed per this agreement

- a. Food and water for trainings or kick-offs
- b. Candy
- c. Magnets
- d. Pens
- e. Balloons
- f. Miscellaneous promotional items that have been donated or purchased.
- g. Door prizes for kick offs and recognition ceremonies
- h. Literature on agencies participating in campaign
- i. Large promotional bags (cloth or heavy duty paper)
- j. Plants and/or flowers for recognition ceremonies

All trainings/kickoffs incentives will vary per event and must be approved by the COUNTY prior to the event.

B.4. The CONTRACTOR will receive funds each pay period through payroll deductions from pledge donors, or through lump sum donations, by County employees, and CONTRACTOR will be required to provide an administrative accounting of all funds received and allocated. CONTRACTOR will recover campaign expenses from the gross receipts and proportionally charge all recipient agencies. CONTRACTOR will recover operating expenses not to exceed the approved percentage and will withhold these amounts when disbursements are made to the recipient agencies.

B.5. The CONTRACTOR is responsible for dispersing funds to organizations (within the County of Riverside unless stipulated by donor) on a quarterly basis following receipt.

B.6. The CONTRACTOR is required to provide quarterly and annual reports to the COUNTY that offers a detailed account of the amount of funds earned, how they were allocated, all associated overhead costs, and a breakdown of the fundraising by County Department.

B.7. The CONTRACTOR is required to assist with all training of County Employees who volunteer for this program as it relates to fundraising and record keeping activities.

B.8. The COUNTY may change, cancel, or postpone all events at its discretion. Event changes may be submitted to the CONTRACTOR no later than 48 hours prior to event.

C. RECORD OF FUND RAISING:

C.1 The CONTRACTOR must submit a quarterly and annual report to the COUNTY. These reports shall include but not be limited to:

- a. Number of dollars raised
- b. Fund drive date/schedule
- c. Report of how funds were allocated
- d. Report of funds generated by County Department
- e. Administrative costs
- f. County Department Name and Address
- g. Department Head Name
- h. Campaign year
- i. Number of employees
- j. Number of donors
- k. Percent participation
- l. Employee pledge total
- m. Employees/capita calculation
- n. Employee average pledge
- o. S/E pledge
- p. Totals for each County Department
- q. Grand Totals in each category above for campaign year

C.2. All reports must be accurate, complete and available in an electronic media. Annually, CONTRACTOR will submit Customer Surveys requesting the departments to rate the CONTRACTOR's service, promptness, accuracy of reporting and thoroughness of customer introduction to all agencies. Results of these surveys are to be submitted to the Human Resource Department. Failure to provide Customer Surveys will be grounds for cancellation of contract.

D. ADMINISTRATIVE COSTS OF THE ORGANIZATION:

D.1. The percentage of such dollars disbursed to charitable agencies as a result of the drive should not be less than the guideline standard of 85.68% of total dollars received. Therefore, CONTRACTOR's administrative and operating costs shall not exceed 14.32% of donations received.

D.2. The COUNTY is not responsible for any fees incurred through this agreement. CONTRACTOR will recoup their costs through contributions made through the United Way Campaign. CONTRACTOR shall not increase the fees for the duration of the Agreement. All proposed costs shall be inclusive of all travel and travel related expenses, and requested reports. The County does not guarantee any contribution amount to CONTRACTOR. The budget base of \$800,000 is used for estimation purposes only.

D.3. Amounts allocated to agencies or program services as well as the cost incurred in fund raising, and management in general, should be reflected separately as evidenced by the combined fund drive organization's Internal Revenue Form 990 including Part II.

E. CONTRACTOR REPRESENTATION :

The CONTRACTOR will be required to maintain the following minimum requirements listed below for the entire COUNTY.

E.1 CONTRACTOR representation will be required for all County Campaign activities including: steering committee meetings, coordinator trainings, kick-off events, and coordinator and landmark donor luncheons. Failure to be present at all events/functions may result in grounds for cancellation of Agreement.

E.2 CONTRACTOR will work with COUNTY to design and produce campaign materials and marketing tools to promote and support the workplace campaigns. Campaign materials include but are not limited to the Employee Campaign brochure, Employee Campaign Manager training materials, solicit success stories from participating agencies for staff meeting presentations.

E.3 CONTRACTOR will accept competitive quotes from vendors, including Riverside County's Print Services department, that offer the best price and quality of service for campaign materials, food, artwork for landmark print and other items. Bid results shall be made available to the COUNTY upon request.

E.4 Presentation shall consist of check display representing the total amount of money raised from employees and fund raising events. Certificates for all County Coordinators, award plaques for departmental recognition and landmark donor print for all donors exceeding \$1,000 in individual contributions.

E.5 CONTRACTOR will participate and provide a display of United Way and participating agency information, at COUNTY kick-off events and steering committee meetings.

E.6 CONTRACTOR will be responsible for collecting campaign contribution envelopes from departmental representatives. Location and time for pick-up will be coordinated between the department coordinator and the CONTRACTOR.

F. CONTRACTOR REPRESENTATION COVERAGE:

CONTRACTOR shall be capable of providing representation for all events dated from start date through end date of this agreement for the entire County of Riverside. There are five districts that make up the County of Riverside. CONTRACTORS must meet service requirements as specified in Exhibit A, Scope of Services, Point B of this Agreement for all districts. Failure to meet these requirements may result in the termination of Agreement.

District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Coronita, and Green River.

District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.