

276



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

**FROM:** District Attorney

**SUBMITTAL DATE:**  
June 12, 2012

**SUBJECT:** Office on Violence Against Women Enhanced Training and Services to End Violence Against and Abuse of Women Later in Life Grant Award for the Grant Period October 1, 2011 through September 30, 2014.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Authorize Chair to execute the following: Professional Services Agreements from the City of Riverside Police Department and Alternatives to Domestic Violence.
2. Authorize the District Attorney or his designee to sign any future ministerial modifications, and requests for reimbursements and reports on behalf of the County.
3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

Jeffrey A. Van Wagenen, Jr., for  
PAUL E. ZELLERBACH, District Attorney

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 22,800	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011-2012

<b>SOURCE OF FUNDS:</b> 100% Federal Funds	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input checked="" type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY:   
Elizabeth J. Olson

**County Executive Office Signature**

3.56

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: 6/13/12  
 SAMUEL WONG  
 Departmental Concurrence  
 FORM APPROVED COUNTY COUNSEL  
 BY: 6/13/12  
 NEAL R. KIPNIS  
 DATE  
 Department Recommendation:  Consent  Policy  
 Per Executive Office:  Consent  Policy

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Office on Violence Against Women (OVW) Fiscal Year 2011 Enhanced Training and Services to End Violence Against and Abuse of Women Later in Life Program Grant Award for the Grant Period October 1, 2011 through September 30, 2014.**

**DATE: June 12, 2012**

**BACKGROUND:** Recognizing that individuals who are 50 years of age or older who are victims of elder abuse, neglect, and exploitation, including sexual assault, domestic violence, dating violence, or stalking, face unique barriers to receiving assistance, Congress created the Enhanced Training and Services to End Violence Against and Abuse of Women Later in Life Program.

The DA's Office, on behalf of the County and a group of collaborators, including the Department of Public Social Services, Riverside Police Department and Alternatives to Domestic Violence, applied for funding from the Office on Violence against Women to provide training to criminal justice professionals, governmental agency staff, and victim services advocates to enhance their ability to address elder abuse, neglect and exploitation in their communities.

Elder abuse victims face unique obstacles in getting the help and services that they need. Age or disability may increase the isolation of older individuals. Victims may refrain from seeking help or calling the police due to shame or embarrassment because the abuse was committed by a family member, friend or caregiver. Victims may also be intimidated by threats of being placed in a nursing home. Professionals may perceive a victim's injuries as arising from aging, illness, or disability instead of recognizing that the injuries may be attributed to violence in the home or other care facility. A lack of services designed to meet the needs of older victims may leave them with no community resources to rely upon for assistance. A comprehensive approach to addressing elder abuse should address these barriers and improve systemic responses to older victims.

The DA's Office along with the Department of Public Social Services, Riverside Police Department and Alternatives to Domestic Violence is committed to providing a comprehensive approach to addressing elder abuse within the County of Riverside.

While the grant award is for \$400,000 over the funding period (October 1, 2011 to September 30, 2014), the budget allocations are as follows:

<u>Agency/Department</u>	<u>Budget</u>
District Attorney	\$168,297
City of Riverside Police Department	20,000
Alternatives to Domestic Violence	186,816
<u>Department of Public Social Services</u>	<u>24,887</u>
Total	\$400,000

District Attorney budget of **\$168,297** is allocated to a portion of the elder abuse Deputy District Attorney salary/benefits, grant administration, program supplies, and mandatory grant related travel/training. City of Riverside Police Department budget of **\$20,000** is allocated to cover overtime costs of sending sworn officers to law enforcement elder abuse trainings. Alternatives to Domestic Violence budget of **\$186,816** is allocated to salary/benefits for an advocate and project coordinator/trainer. The Department of Public Social Services budget **\$24,887** is allocated to a portion of a Sr. Community Program Specialist Supervisor.

County Counsel has reviewed the documents and approved them as to form.

**Schedule "A"**

Increase Appropriations:

10000-2200100000-510040	Regular Salaries	\$ 9,500
10000-2200100000-518100	Budgeted Benefits	4,400
10000-2200100000-527880	Training-Other	7,800
10000-2200100000-523640	Computer Equip-Non Fixed Asset	650
10000-2200100000-523700	Office Supplies	<u>450</u>
		\$ 22,800

Increase Estimated Revenue:

10000-2200100000-767360	FED: Elder Abuse	\$ 22,800
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OFFICE OF  
THE DISTRICT ATTORNEY  
COUNTY OF RIVERSIDE

PAUL E. ZELLERBACH  
DISTRICT ATTORNEY

PROFESSIONAL SERVICES AGREEMENT:

CONTRACTOR: City of Riverside Police Department  
AGREEMENT TERM: October 1, 2011 – September 30, 2014  
MAXIMUM REIMBURSABLE AMOUNT: \$20,000

**THIS AGREEMENT** is made and entered into by and between the COUNTY OF RIVERSIDE, on behalf of the Riverside County District Attorney's Office and the City of Riverside Police Department to provide services under the **Abuse in Later Life Project**, funded by the U.S. Department of Justice, Office on Violence Against Women, hereinafter referred to as "OVW". This grant program is designed to address the issue of elder abuse, neglect, and exploitation, including domestic violence, dating violence, sexual assault, or stalking against victims who are 50 years or older, through training and services.

**WHEREAS**, the County of Riverside, on behalf of the Riverside County District Attorney's Office, hereinafter referred to as "DAO", desires to enter into an Agreement with the **City of Riverside Police Department** to mutually provide training for victims of domestic violence, dating violence, sexual assault, or stalking against victims who are 50 years of age or older (hereinafter "older victims").

**WHEREAS**, the **City of Riverside Police Department**, hereinafter referred to as "CONTRACTOR" agrees to coordinate program specific training with DAO for 35 law enforcement personnel;

**WHEREAS**, DAO desires CONTRACTOR to perform these services in accordance with the CONTRACT TERMS AND CONDITIONS, herein after referred to as CT&C, attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DAO and the CONTRACTOR;

**NOW THEREFORE**, DAO and CONTRACTOR do hereby covenant and agree that the CONTRACTOR shall provide said services in return for monetary compensation, all in accordance with the CT&C.

**CONTRACT TERMS AND CONDITIONS**

**I. ABBREVIATION**

- A. "DAO" refers to the Riverside County District Attorney's Office which has administrative responsibility for this Agreement and the grant funding the Abuse in Later Life Project.
- B. "OVW" refers to the U.S. Department of Justice, Office on Violence Against Women.

## **II. DAO RESPONSIBILITIES**

DAO will:

1. Pay the CONTRACTOR to cover the costs of sworn personnel attending the local one-day (8 hour) "Mandatory Law Enforcement Training" and the 4-hour "Advanced Law Enforcement Training" under the Abuse in Later Life Project, as specified in the CONTRACTOR Responsibilities section of the CT&C.
2. Assign DAO personnel to be the liaison between CONTRACTOR and DAO.
3. Arrange all travel activities related to the Abuse of Women Later in Life Project.
4. May, at its sole discretion, audit or review CONTRACTOR in meeting the terms, conditions, and services for compliance with this MOU through any combination of the following methods: annual inspections, evaluations, and self-monitoring.

## **III. CONTRACTOR RESPONSIBILITIES**

The CONTRACTOR shall:

1. Assign a law enforcement officer to act as a liaison between the CONTRACTOR and DAO and support project activities as needed, i.e. mandatory travel, local trainings, policy and protocol development, outreach and referral, and administrative activities.
2. Send 10 law enforcement personnel to the local one-day (8 hour) "Mandatory Law Enforcement Training", supported by grant funds.
3. Send 25 sworn law enforcement personnel to the local half-day (4-hour) "Mandatory Advanced Law Enforcement Training", supported by grant funds.
4. Send one law enforcement officer to attend a three day OVW sponsored grantee orientation.
5. Send one law enforcement officer to the OVW sponsored four day "Mandatory Law Enforcement Training of Trainers" event, sponsored by grant funds.
6. Collaborate with DAO, Riverside County Department of Public Social Services, and Alternatives to Domestic Violence to develop protocols and policies to increase awareness of elder abuse.
7. Assist DAO, Riverside County Department of Public Social Services, and Alternatives to Domestic Violence with the development of the Community Needs Assessment.
8. Along with DAO, Riverside County Department of Public Social Services, and Alternatives to Domestic Violence, conducts during the project funded period (October 1, 2011 – September 30, 2014):
  - a. 8-hour "Mandatory Law Enforcement Training"
  - b. 4-hour "Mandatory Advanced Law Enforcement Training"

- c. Half day **cross training** event for victim services organizations, governmental agencies, the courts, law enforcement agencies, and organizations working with older victims;
- 9. Work with DAO, Riverside County Department of Public Social Services, and Alternatives to Domestic Violence to develop and maintain a data collection system, which will provide all information necessary for a project evaluation. All data received by DAO from the CONTRACTOR shall be electronic.
- 10. Attend monthly and/or quarterly Abuse in Later Life steering committee meetings.

**IV. FISCAL PROVISIONS**

**A. MAXIMUM AMOUNT**

Total payment under this Contract shall not exceed the sum of **\$20,000**.

**B. LINE ITEM BUDGET**

<b>BUDGET ITEMS</b>	
Costs Associated with Sworn Personnel Attending 12-hour Elder Abuse Training	\$ 20,000
<b>Total Amount</b>	<b>\$ 20,000</b>

**C. MODIFICATION OF TERMS**

Changes may be made to the line item budget above provided that the CONTRACTOR adequately documents the need for the change, both parties are in agreement and all of the following requirements are met:

1. The total amount of the Agreement does not change unless required by the U.S. Department of Justice, Office on Violence Against Women.
2. The CONTRACTOR delivers a written request to DAO for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be reduced or increased. Such requests must be made before the last ninety (90) days of the contract term.
3. DAO approves the request in writing prior to implementation. DAO reserves the right to deny request for reimbursement in excess of any line item; and
4. No other addition to or alternation of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to the Agreement which is formally approved and executed by both parties.

**D. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS**

1. CONTRACTOR will be paid the actual amount of each monthly claim for payment not to exceed the total sum allocated in the approved grant budget (\$20,000).
2. CONTRACTOR shall bill for services rendered during the Mandatory Law Enforcement Trainings at its Department's actual overtime rate.
3. To accurately project and report expenditures to the grantor, CONTRACTOR will submit a detailed Payment Request (**Exhibit B attached**), payroll register, and copies of signed time sheets within thirty (30) days of the Mandatory Law Enforcement Trainings.
4. All claims submitted in a timely and complete manner shall be processed within twenty (20) working days of receipt by DAO and forwarded to the Auditor-Controller's office for payment. If the required supporting documentation or actual receipts are not provided, DAO will delay payment until the report or receipts are received by DAO.
5. Funding is solely for reimbursement of sworn officer overtime incurred during Abuse in Later Life law enforcement trainings conducted during the during the project funded period (October 1, 2011 – September 30, 2014).

**E. FINANCIAL RESOURCES**

CONTRACTOR warrants that during the term of this Agreement, the CONTRACTOR shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the CONTRACTOR warrants that there has been no adverse material change in the CONTRACTOR, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the CONTRACTOR since the date of the most recent financial statements.

**F. RECORDS, INSPECTIONS, AND AUDITS**

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 three 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.

**G. SUPPLANTATION**

The CONTRACTOR shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The CONTRACTOR shall not claim reimbursement from DAO for, or apply any sums received from DAO, with respect to the portion of its obligations, which have been paid by another source of revenue. The CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DAO.

## **H. DISALLOWANCE**

In the event the CONTRACTOR receives payment for services under this Agreement, which is later disallowed for nonconformance with the terms and conditions herein by DAO, the CONTRACTOR shall promptly refund the disallowed amount to DAO on request, or at its option, DAO may offset the amount disallowed from any payment due to the CONTRACTOR under any contract with DAO.

## **I. AVAILABILITY OF FUNDING**

DAO's obligation for payment of any Agreement is contingent upon the availability of funds from the U.S. Department of Justice, Office on Violence Against Women, from which payment can be made.

## **J. REPORTING**

CONTRACTOR shall:

Submit Quarterly Progress Reports summarizing Abuse of Women Later in Life Program activities, as applicable no later than 15 business days following the end of each quarter in which services were provided.

DAO will:

- a. Consult with CONTRACTOR on the development of the Quarterly Progress Reports.
- b. Take the lead in coordinating the Quarterly Progress Reports and submission to the U.S. Department of Justice, Office on Violence Against Women to include the participating agencies activities, data, outcomes, and any required narratives.

## **V. GENERAL PROVISIONS**

### **A. EFFECTIVE PERIOD**

This Agreement is effective October 1, 2011 through September 30, 2014.

### **B. CONFLICT OF INTEREST**

The CONTRACTOR, CONTRACTOR'S employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

### **C. NOTICES**

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

**DAO:** Riverside County District Attorney's Office  
Administration – Grants  
3960 Orange Street  
Riverside, CA 92501  
Attention: Sharon Campbell



**CONTRACTOR:** City of Riverside Police Department  
10540 Magnolia Avenue, Suite B  
Riverside, CA 92505  
Attention: Patty Tambe

**D. CONFIDENTIALITY**

- I. 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 CONTRACTOR'S, SUB-CONTRACTOR'S or suppliers in advance of official announcement.
- II. 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 DAO 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 DAO, any such information to anyone other than DAO. 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 voice print or a photograph.
- III. The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

**E. 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. §1210 et seq.) and all other applicable laws or regulations.

**F. 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.

**G. HOLD HARMLESS/INDEMNIFICATION**

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors,

elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, SUB-CONTRACTOR's, 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 and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, SUB-CONTRACTOR's, agents or representatives from this Agreement; CONTRACTOR 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 in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to County as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the County herein from third party claims.

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.

## **H. 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 coverage during the term of this Agreement.

### **i. 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.

### **ii. 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.

**iii. Vehicle Liability:**

If vehicles or mobile equipment are 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.

**iv. 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.

**v. 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. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, 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, 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.**

4. It is understood and agreed 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 retentions or self-insured programs shall not be construed as contributory.
5. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required herein, 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 SUB-CONTRACTOR's working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County.

#### I. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of CONTRACTOR'S, all CONTRACTOR'S shall be licensed, if required, in accordance with the laws of this State and any CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

The CONTRACTOR warrants 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.

**J. INDEPENDENT CONTRACTOR**

It is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR and/or CONTRACTOR'S employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of CONTRACTOR from the compensation payable to CONTRACTOR under the provision of this Agreement.

As an independent CONTRACTOR, CONTRACTOR hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the CONTRACTOR agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

**K. ASSIGNMENT**

The CONTRACTOR shall not assign any interest in the Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of DAO.

**L. CHILD ABUSE REPORTING**

The CONTRACTOR shall establish a procedure acceptable to DAO to ensure that all employees, volunteers, consultants, SUB-CONTRACTOR's or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

**M. DEBARMENT AND SUSPENSION**

As a sub-grantee of federal funds under this Agreement, the CONTRACTOR certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State antitrust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a three year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

**N. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES**

The CONTRACTOR shall comply with all rules, regulations, requirements, and directives of the California Emergency Management Agency, U.S. Department of Justice, other applicable Federal agencies, and funding sources which impose duties and regulations upon DAO, which are equally applicable and made binding upon the CONTRACTOR as though made with the CONTRACTOR directly.

**O. 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 DAO which shall furnish the decision in writing. The decision of DAO 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. The CONTRACTOR shall proceed diligently with the performance of the agreement pending DAO's decision.

**P. SANCTIONS**

Failure by the CONTRACTOR to comply with any of the provisions, covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DAO may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DAO may also:

Afford the CONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of DAO; and/or

Discontinue reimbursement to the CONTRACTOR for, and during the period in which the CONTRACTOR is in breach, the reimbursement of which the CONTRACTOR shall not be entitled to recover later; and/or

Withhold funds pending a cure of the breach; and/or

Offset against any monies billed by the CONTRACTOR but yet unpaid by DAO. DAO shall give the CONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

**Q. 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 DAO elects to abandon, indefinitely postpone, or terminate the Agreement, DAO shall make payments for all services performed up to the date that written notice was given in a prorated amount.

**R. GOVERNING LAW**

This Agreement shall be interpreted according to the laws of the State of California. 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.

**S. MODIFICATION OF TERMS**

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

**T. 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.

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

COUNTY

CONTRACTOR

By:

\_\_\_\_\_  
John F. Tavaglione  
Board Chairman, County of Riverside

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Belinda J. Graham  
Assistant City Manager, City of Riverside

Dated:

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Dated:

June 7, 2012

Attest:   
\_\_\_\_\_  
City Clerk

ATTEST

Clerk of the Board

By:

\_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
James E. (John) Brown  
Supervising Deputy City Clerk

Approved as to form:

By:

FORM APPROVED COUNTY COUNSEL  
BY: 6/13/12  
NEAL R. KIPNIS DATE

Dated:

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