

367



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

**FROM:** Executive Office

**SUBMITTAL DATE:**  
October 14, 2013

**SUBJECT:** Professional services agreement with Riverside Arts Council to collect, acquire and maintain art for the Artscape exhibition in the County Administrative Center; All Districts [\$175,000 over 5 years]; CAC Annex Fund.

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

1. Ratify, approve, and authorize the Chairman to sign the attached professional services agreement for art collection, acquisition and maintenance between Riverside County and the Riverside Arts Council.

**BACKGROUND:**

**Summary**

In 2002, Riverside County first contracted with the Riverside Arts Council to coordinate the Artscape exhibition that rotates every six months in the lobby and other areas of the County Administrative Center. This agreement renews the Riverside Arts Council's relationship with Riverside County for the Artscape exhibit. The Riverside Arts Council solicits artists to display their work, selects and mounts the artwork, and publicizes and maintains the program. The Executive Office and Facilities Management will manage this contract, which has been approved by County Counsel as to form.

*Raymond Smith*  
Raymond Smith  
Public Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 35,000	\$ 35,000	\$ 35,000	\$ 175,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 35,000	\$ 35,000	\$ 35,000	\$ 175,000	

<b>SOURCE OF FUNDS:</b> General fund designation – CAC Annex Fund	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 13/14

**C.E.O. RECOMMENDATION:** Approve

**APPROVE**

BY: *George A. Johnson*  
George A. Johnson

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

Prev. Agn. Ref.: 3.4 4/29/08

District: ALL

Agenda Number:

3-9

Lisa Brandt  
 LISA BRANDT  
 EDA  
 County Counsel  
 DATE 10/27/13  
 BY: [Signature]  
 COUNTY COUNSEL

- A-30
- Positions Added
- 4/5 Vote
- Change Order

2013 OCT 28 PM 1:57  
RIVERSIDE COUNTY CLERK

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Professional services agreement with Riverside Arts Council to collect, acquire and maintain art for the Artscape exhibition in the County Administrative Center.**

**DATE:** October 14, 2013

**PAGE:** Page 2 of 2

**Impact on Citizens and Businesses**

Artscape allows County of Riverside customers in the CAC to view the work of local artists from every supervisorial district, supporting art in public places and promoting a growing arts community. The Artscape exhibition only has generated a small number of sales but amounts to one of the largest continuing public exhibitions of local artists' work in Riverside County. The non-profit arts council puts on more than four dozen arts events annually throughout the community and in schools.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

None

**Contract History and Price Reasonableness**

The contract amount approved five years ago does not change through the term of this five-year agreement. The Riverside Arts Council did not seek an increase, recognizing Riverside County's position as it recovers from recession.

**ATTACHMENTS:**

- A. **SCOPE OF SERVICES**
  
- B. **FEE SCHEDULE**

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

#### **(Public Art Management and Administration)**

#### **1.0 SCOPE OF WORK**

The following scope of services shall be the responsibility of the CONTRACTOR.

#### **1.1 CONTRACTOR SERVICES**

The CONTRACTOR will provide all labor, materials, and supplies necessary to implement and maintain the public art of the Riverside County Administrative Center Building.

- A. The CONTRACTOR will secure loans for temporary artwork from outside art agencies, such as museums, art schools, individual artists, etc., for display in the County Administrative Center building.
- B. The CONTRACTOR will work with the COUNTY to secure grant and other programmatic funding to support and expand countywide arts programming.
- C. The CONTRACTOR will manage rotating exhibits and all aspects of its accompanying selection, preparation, installation, de-installation, and publicity. This process must include, but may not be limited to, securing artwork from Riverside County's educational and artistic institutions as well as from individual county artists. The rotation will occur twice per year and each rotation will be accompanied by brochures announcing and describing the installation.

The CONTRACTOR will provide binding agreements to artists of temporary artwork, which will waive the COUNTY'S responsibility for any incurred damage or loss to the loaned temporary artwork while in COUNTY possession.

- D. This Agreement is for 'flat' artwork such as paintings, drawings and so forth and does not extend to 'three dimensional' artwork such as pottery, statuary and similar objects. The Agreement may be modified at a future date to include 'three dimensional' artwork but both the County and the Contractor must approve any changes.
- E. This Agreement is for artwork valued at ten thousand dollars (\$10,000) or less per item.

- F. The CONTRACTOR shall provide COUNTY a written appraisal of insured value for each item of borrowed art and such appraisal shall include, but not be limited to, verification of condition, current photograph(s), measurements, and all other information normal to a professional appraisal performed by a certified appraiser or a statement of value provided by the artist containing the above information. Such appraisals shall be provided to the COUNTY'S Executive Office at least ten (10) working days prior to the appraised art work coming onto COUNTY premises.
- G. The CONTRACTOR is responsible to provide to the COUNTY a recommended method to prevent theft and vandalism of borrowed art arranged for by CONTRACTOR while such art is on display in the CAC building. CONTRACTOR shall provide COUNTY with recommended approach to be taken and costs associated with said approach including installation. No art will be placed in the CAC building until appropriate theft and vandalism protection is in place. Upon approval of CONTRACTOR'S recommended approach, COUNTY shall procure and install the security and vandalism prevention system; however, COUNTY takes no responsibility as to the suitability of said protection.
- H. The CONTRACTOR shall provide the COUNTY, prior to execution, a copy of any contract associated with this Agreement, including but not limited to, purchase orders, contracts for services, or any other contract, that results from carrying out the services required under this Agreement.

## **1.2 SERVICES TO BE PROVIDED BY THE COUNTY**

- A. The COUNTY will determine the need for, and be responsible for, expenses required to maintain display panels and hardware for public artworks in the County Administrative Center Building.
- B. The COUNTY will have final authority over selecting and approving the choice and placement of the temporary public artworks.
- C. The COUNTY will provide the agreed upon locations for artwork installation, as detailed in Section 1.7 of this Attachment (A).
- D. The COUNTY will provide the CONTRACTOR with appropriate and reasonable time and space for installation and maintenance and periodic variation of temporary rotating exhibits.
- E. The CONTRACTOR shall make every effort to have the owner of art borrowed by the COUNTY retain full responsibility for their art while the art is on COUNTY property in exchange for the opportunity to show their art in the CAC building of the County of Riverside.

CONTRACTOR or the owner of the art shall be responsible for any item of art covered by this Agreement during the art's transit, packing or hanging or the taking down and removal. In no event does the COUNTY take possession of any art under this Agreement until CONTRACTOR and/or owner have completed all tasks associated with placing the art in our building and the COUNTY'S representative confirms all work has been done.

If the owner of any borrowed art to be shown in the CAC building requires, as a condition of showing their art, that the COUNTY take responsibility for the art while it is on COUNTY premises, CONTRACTOR shall include COUNTY in the contract negotiations and receive authorization from the COUNTY to execute the agreement in question. CONTRACTOR shall provide COUNTY with all appraisals and other assistance that the COUNTY may require in order to arrange insurance, security or other protections as may be necessary.

- F. The COUNTY will provide physical assistance with the installation and de-installation of the temporary artwork to ensure appropriate and harmless placement of the artwork.

### **1.3 RESPONSIBILITY FOR DAMAGE**

The CONTRACTOR will not be held responsible for physical building alterations incurred by standard art installation and de-installation, such as nail holes in walls for hanging artwork and consequent repainting. However, the CONTRACTOR will make every reasonable effort to minimize physical building alterations incurred in standard art installation and de-installation. The CONTRACTOR will also not be held responsible for damage incurred by improper and/or unauthorized maintenance to any artwork by either the COUNTY or any organization/individual sub-contracted by the COUNTY.

The COUNTY shall indemnify, defend and hold harmless the CONTRACTOR and its authorized officers, employees, and agents and volunteers from any and all claims, action, losses, damages and/or liability arising from any COUNTY acts, errors, or omissions and for any costs or expenses incurred by the CONTRACTOR on account of any claim therefore, except where such indemnification is prohibited by law.

### **1.4 PLAN AND TIMELINE OF OPERATION**

**SEPTEMBER 1, 2013:** The CONTRACTOR will have in place by September 1, 2013 artworks in the agreed-upon locations within the Riverside County Administrative Center Building in Riverside for the first exhibition covered under this contract.

**March 1, 2014:** The CONTRACTOR will have in place the second rotation of temporary artwork in the agreed upon locations within the Riverside County Administrative Center Building. Temporary rotating exhibit installations will be completed no later than the end

of each September and the beginning of each March henceforth. Each new display will consist of artwork not previously displayed as part of any previous Artscape exhibition, unless Riverside County grants its consent.

### **1.5 GENERAL ADMINISTRATIVE STANDARD OF CONTRACTOR**

It is the intent of the CONTRACTOR to draw upon and utilize its knowledge, education, and training in public art to provide the highest quality of service and artwork for the intended purposes of beautifying a location, educating and enlightening the location's public, providing Riverside County artists public exposure, and preventing or, at the very least, minimizing the sometimes volatile and controversial nature of public art.

### **1.6 CONTRACTOR QUALITY CONTROL**

The CONTRACTOR will ensure that artwork selected for temporary display will be presentable to the general public. The CONTRACTOR will also ensure the quality of materials used to create all artwork is of acceptable standards and that artwork is maintained in a professional manner.

### **1.7 WORK LOCATIONS**

The CONTRACTOR will provide temporary art for the following locations within the Riverside County Administrative Center Building, with new art displayed during each new six-month Artscape exhibition:

- A. Eighteen (18) individual display areas covered by protective plastic panes in the atrium area of the County Administrative Center.
- B. Two (2) display areas in the Executive Office area of the fourth floor, one on either side of the entryway leading from the elevator lobby
- C. Two (2) display areas in the Board of Supervisors offices on the fifth floor, one on either side of the entryway leading from the elevator lobby.
- D. Five (5) display areas in main conference room in the Board of Supervisors offices on the fifth floor.

## ATTACHMENT B

### Fee Schedule

#### Riverside Arts Council (Contractor)

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Compensation for services rendered shall be paid by the Treasurer of County upon approval of the Executive Officer, or designee, upon review of a properly presented invoice or bill for services performed as set forth in Attachment A. Said invoices or bills shall be based on those rates as described and set forth in this attachment and incorporated herein by reference.

Payment shall be made "net-30" terms from the completion date of any service noted below.

The total compensation payable under this agreement shall not exceed \$175,000.

#### ANNUAL FEES

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<b>Contractor's Administrative Fee for two rotating exhibitions</b>	<b>\$ 9,000</b>
Public art committee meetings and presentations at the local, regional and state level (for the purpose of advocacy and program development)	
Maintenance of mailing list	
Artist contracts	
Follow up with artists	
Marketing, including ongoing review of strategic marketing plan	
Distribution of promotional materials	
Accounting	
Office supplies and other direct costs	
<b>Brochure design for two rotating exhibitions</b>	<b>\$ 3,000</b>
<b>Brochure printing for two rotating exhibitions</b>	<b>\$ 1,000</b>
<b>Postcard design for two rotating exhibitions</b>	<b>\$ 1,500</b>
<b>Postcard printing for two rotating exhibitions</b>	<b>\$ 500</b>
<b>Curatorial fee for two rotating exhibitions</b>	<b>\$20,000</b>
Artist research	
Call for Artist development and distribution	
Onsite visits at studios, galleries, festivals and arts walks	
Negotiation with artists	

Acceptance, organization, selection of submissions  
Presentation of selections  
Development of curatorial plan  
Intake and review of artwork  
Hanging of artwork  
Removal of artwork  
Return of artwork  
Maintenance of digital image submission file  
Artist professional development (Artscape as a platform for teaching marketing and other business skills to artists)

\$35,000



**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**ART COLLECTION ACQUISITION AND MAINTENANCE**  
**BETWEEN**  
**RIVERSIDE COUNTY**  
**AND**  
**RIVERSIDE ARTS COUNCIL**

## RIVERSIDE COUNTY

This Professional Services Agreement is made and entered into by and between Riverside County, ("COUNTY") a political subdivision of the State of California, and the Riverside Arts Council, ("CONTRACTOR") with references to the following facts:

### RECITALS

WHEREAS, COUNTY is in need of the professional services offered by CONTRACTOR, and this Agreement shall be presented to the Board of Supervisors of COUNTY for adoption and authorization; and,

WHEREAS, CONTRACTOR has offered evidence of having the relevant specialized training and/or experience and/or knowledge and is interested in providing the scope of work as set forth herein, including any attachments hereto; and,

WHEREAS, this Agreement is effective only upon the authorization of the Board of Supervisors of COUNTY;

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as follows, and in any exhibits or attachments attached hereto and incorporated herein by reference:

#### 1. SERVICES

- A. **DESCRIPTION OF SERVICES.** CONTRACTOR shall provide public art management and administration services to COUNTY, as set forth in Attachment A.
- B. **SCOPE OF SERVICES.** CONTRACTOR shall furnish labor necessary to perform in a complete, skillful and professional manner all those services described in Attachment A.

#### 2. PERIOD OF PERFORMANCE

- A. This Agreement shall be effective as of September 1, 2013, and shall continue in effect through August 30, 2019, unless terminated as specified in Section 8 (TERMINATION), but in any event not to exceed the maximum amount of this Agreement as set forth in Section 3 (COMPENSATION).

#### 3. COMPENSATION

In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by COUNTY as follows:

- A. COMPENSATION for services rendered shall be paid by the Treasurer of COUNTY upon approval of the Executive Officer, or designee, upon review of a properly presented invoice or bill for services performed as set forth in Attachment A.
- B. Said invoices or bills shall be based upon those rates as described and set forth in Attachment B.
- C. Payment shall be made "net-30" terms from the completion date of any service as noted above.
- D. The total compensation payable over the five-year term of this agreement shall not exceed \$175,000.

4. **INDEPENDENT CONTRACTOR**

It is understood and agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Neither CONTRACTOR nor CONTRACTOR'S officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of COUNTY including Worker's Compensation Benefits.

5. **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, 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 resulting from any reason whatsoever arising from or out of the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives with respects to 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, 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 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 when known by County Risk Management or of the commencement of the related action, as the case may be, and COUNTY shall provide 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 this 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.

## 6. **INSURANCE**

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify and hold 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.

- A. **Workers' Compensation:** If CONTRACTOR has employees as defined by the State of California, 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. Policy shall be endorsed to waive subrogation in favor of COUNTY; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement of COUNTY; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
- B. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder, in an amount not less than \$1,000,000 per occurrence combined single limit. Policy shall be endorsed to name COUNTY as an Additional Insured. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
- C. **Vehicle Liability:** CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than

\$1,000,000 per occurrence combined single limit. Non-owned or hired vehicle coverage may be included as a part of the Commercial General Liability policy. 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 be endorsed to name COUNTY as an Additional Insured.

D. **Professional Liability:** CONTRACTOR shall maintain Professional Liability Insurance providing coverage for 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. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a 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 Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under the above shall continue for a period of three (3) years beyond the termination of this Agreement.

E. **General Insurance Provisions** - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by COUNTY. If COUNTY 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 COUNTY before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to COUNTY, at the election of COUNTY, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- 3) The CONTRACTOR shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of

Insurance and certified original copies of Endorsements effecting coverage as required herein; and/or, 2) if requested to do so orally or in writing by COUNTY, 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) shall provide no less than thirty (30) days written notice be given to the COUNTY prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the COUNTY 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 coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. 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.

- 4) It is understood and agreed by the parties hereto and the CONTRACTOR'S 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) 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 COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages required herein, if; in the COUNTY'S reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. Any changes in the insurances required of subcontractors hereto will be approved by the COUNTY'S Risk Manager.

## 7. REPORTS

- A. Furnished reports, as applicable, shall be provided as outlined and identified in Attachment A.
- B. Upon request of COUNTY, CONTRACTOR agrees to furnish to COUNTY copies of work papers, schedules or other work products related to this Agreement.

8. **TERMINATION PROVISION**

- A. Either party may terminate this Agreement, without cause, upon thirty (30) days' written notice served upon the other party.
- B. If, for any reason, Agreement is terminated prior to full completion of services, CONTRACTOR agrees to immediately furnish to COUNTY all documents related to services rendered under this Agreement.
- C. Should COUNTY determine that there is a basis for termination for cause, such termination shall be effected upon five (5) days' written notice to CONTRACTOR.

9. **ASSIGNMENT AND DELEGATION**

No contract or agreement shall be made by CONTRACTOR with any party for the furnishing of any of the work or services described herein, and in Attachment A, and this Agreement shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of COUNTY, as approved and authorized by the Board of Supervisors of COUNTY. This provision shall not require the approval of contracts or agreements for the employment between CONTRACTOR and personnel that have been specifically named in this Agreement or in any attachments hereto.

10. **ALTERATION AND/OR AMENDMENT**

No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. Only the Board of Supervisors of COUNTY may authorize any alteration or revision of this Agreement on behalf of COUNTY. The parties expressly recognize that COUNTY personnel, including the Chief Executive Officer of COUNTY are without authorization to either change or waive any requirements of this Agreement.

11. **NONDISCRIMINATION**

This Agreement hereby incorporates by reference the provisions of Title 2, CCR, Section 8107 et. Seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, CCR, Section 8107 et. Seq., and further agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement.

12. **CONFLICT OF INTEREST**

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

13. **CONFIDENTIALITY**

To the extent reasonably possible, each party agrees to maintain this Agreement as a confidential document and not to disclose the Agreement or any of its terms or reports without the approval of the other party, subject to the limitation of the Public Records Act and the Brown Act.

14. **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 one day after their deposit in the United States mail, postage prepaid:

COUNTY:  
Raymond Smith  
Executive Office, County of Riverside  
4080 Lemon Street, 4th Floor  
Riverside, CA 92501  
(951) 955-1110

CONTRACTOR:  
Patrick Brien, Executive Director  
Riverside Arts Council  
3700 6<sup>th</sup> Street  
Riverside, CA 92501  
(951) 680-1345

or to such other address(es) as the parties may hereafter designate.

15. **LICENSES**

CONTRACTOR shall maintain any professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

16. **WORK PRODUCT**

All reports, findings, data or documents compiled or assembled by CONTRACTOR under this Agreement becomes the property of COUNTY, and shall be transmitted to COUNTY at the termination of this Agreement.

17. **SEVERABILITY**



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.

18. **WAIVER**

Any waiver by COUNTY of any breach of anyone (1) 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 term or of any other term herein.

19. **GOVERNING LAW**

- A. The provisions of the Government Claims Act (Government Code Section 900, et. Seq.) must be followed first for any disputes under this Agreement.
- B. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the county of Riverside, State of California.

20. **DISALLOWANCE**

In the event CONTRACTOR receives payment for services under this Agreement which are later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request. COUNTY retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this Agreement, or under any other contract or agreement between CONTRACTOR and COUNTY.

21. **ENTIRE AGREEMENT**

This Agreement, including all attachments and manuals, which are hereby incorporated in this Agreement, supersedes any and all other agreements, promises, negotiations or representations, either oral or written, between the parties with respect to the subject matter and period governed by this Agreement and no other agreement, statement or promise relating to this Agreement shall be binding or valid.

22. **CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

CONTRACTOR certifies that the individual signing below has authority to execute this Agreement on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this Agreement, and any attachments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement as signed below.

CONTRACTOR:

By:   
Patrick Brien  
Executive Director  
Riverside Arts Council

Date: 10/29/13

RIVERSIDE COUNTY:

By: \_\_\_\_\_  
John J. Benoit  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

Approved as to Form and Content:

By:   
County Counsel

Date: 10/22/13

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

By: \_\_\_\_\_

Date: \_\_\_\_\_