

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

338



FROM: Economic Development Agency

SUBMITTAL DATE:
October 9, 2013

SUBJECT: Riverside County 2013 Community Indicators Report Agreement, All Districts, [\$50,000]

RECOMMENDED MOTION:

That the Board of Supervisors approve the attached agreement between the Economic Development Agency (EDA) and The Community Foundation for the creation and production of the Riverside County 2013 Community Indicators Report.

BACKGROUND:

Summary

The Community Foundation serving the Counties of Riverside and San Bernardino Counties created and produced the Riverside County 2012 Community Indicators Report. The report presents research and analysis that reflects key indicators of our county's economic, social and environmental wellbeing.

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 50,000	\$ 0	\$ 50,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Economic Development Fund	Budget Adjustment: No
	For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Ashley
 Nays: None
 Absent: Benoit
 Date: November 5, 2013
 xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

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

FORM APPROVED COUNTY COUNSEL
DATE: 10-9-13
BY: PAUL JEARLY

Departmental Concurrence

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

2013 OCT 5 11:13
RECEIVED RIVERSIDE COUNTY

3-20

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Economic Development Agency

FORM 11: Riverside County 2013 Community Indicators Report Agreement, All Districts, [\$50,000]

DATE: October 9, 2013

Page 2 of 2

BACKGROUND:

Summary (continued)

The Community Indicators Report provides a valuable tool to evaluate, target and address important issues.

One sample indicator will look at employment and salaries in five industry clusters chosen to reflect the diversity of Riverside County employment, major economic drivers within the county, and important industry sectors for workforce development. Approximately 41% of all Riverside County jobs can be found in the five clusters described in this indicator.

The report offers an honest and objective self-assessment of the county. The Community Foundation has the ability and resources to create and produce this report for 2013. The Community Indicators Report has a total sponsored cost of \$50,000. Upon Board approval, EDA will initially cover the full amount of \$50,000. Pending commitment from other county departments' sponsorships, EDA will be partially reimbursed, depending on the other county department contributions. Last year, county departments sponsored \$22,500 for the 2012 Community Indicators Report; EDA paid for the balance of \$27,500. If approved, EDA will solicit sponsorships from county departments for the 2013 report.

Impact on Residents and Businesses

The Community Impact Report will give community leaders another tool to help address and resolve important issues affecting residents and businesses.

Exhibit A

The Community Foundation shall create and produce the 2013 Riverside County Community Indicators Report. The report offers an honest and objective self-assessment of the county.

Metric	Description	Value
Create and produce the 2013 Riverside County Community Indicators Report	<p>The Community Foundation serving the Counties of Riverside and San Bernardino Counties created and produced the Riverside County 2012 Community Indicators Report. The report presents research and analysis that reflects key indicators of our county's economic, social and environmental wellbeing. The Community Indicators Report provides a valuable tool to evaluate, target and address important issues.</p> <p>One sample indicator will look at employment and salaries in five industry clusters chosen to reflect the diversity of Riverside County employment, major economic drivers within the county, and important industry sectors for workforce development. Approximately 41% of all Riverside County jobs can be found in the five clusters described in this indicator. The report offers an honest and objective self-assessment of the county.</p> <p>The Community Foundation has the ability and resources to create and produce this report for 2013.</p>	\$50,000

1 **NOW, THEREFORE**, in consideration of the mutual covenants and promises
2 contained herein and other good and valuable consideration, the receipt and
3 sufficiency of which are hereby acknowledged, County and The Community
4 Foundation agree as follows:

5 1. PURPOSE OF AGREEMENT.

6 The purpose of this Agreement is to implement components of the County's Action
7 Plan in Riverside County.

8 2. SCOPE OF SERVICES.

9 TCF shall provide professional services designed to provide a valuable tool to
10 evaluate, target and address important County issues as specified in "Exhibit A",
11 attached hereto, during the period of July 1, 2013, and September 30, 2013.

12 3. COMPENSATION.

13 For services provided in Section 2 by TCF pursuant to this Agreement, the County will
14 forthwith provide the following:

- 15 a) \$50,000 (Fifty thousand dollars) in direct one-time funding.

16 Total compensation by the County is \$50,000.

17 4. MONTHLY REPORTING.

18 TCF shall provide the County with the following:

- 19 a) A monthly report detailing research and report progress.

20 5. TERM.

21 This Agreement shall be in effect from date agreement entered into through
22 September 30, 2013.

23 6. ASSIGNMENT.

24 Neither this Agreement nor any clause or provision contained herein may be
25 assigned, transferred or released without the expressed written consent of the parties
26 hereto.

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1 7. CHANGES OR MODIFICATIONS.

2 No part of this Agreement may be modified, altered, amended, waived or changed
3 without the expressed written consent of all parties.

4 8. INDEMNIFICATION.

5 (i) TCF shall indemnify and hold County, its Boards, Districts,
6 Special Districts, Directors, agencies, officers, agents and employees free and
7 harmless from liability to any person or entity not a party to this Agreement from any
8 damage, loss or injury to person and/or property which primarily relates to or arises
9 out of any acts, errors or omissions of TCF , its contracting consultants, officers,
10 agents, members, employees, or subcontractors in the performance of their services
11 pursuant to this Agreement, and

12 (ii) TCF shall defend at its expense, including attorneys' fees,
13 County, its Boards, Districts, Special Districts, Directors, agencies, officers, agents
14 and employees in any legal action brought on by a third party which primarily relates
15 to or arises out of any acts, errors, or omissions of County, its contractors,
16 consultants, officers, agents, members, employees, or subcontractors in the
17 performance of their services pursuant to this Agreement.

18 9. INDEPENDENT CONTRACTOR.

19 TCF, its officers, employees and agents shall act in an independent contractor
20 capacity during the term of this Agreement and not as officers, employees or agents
21 of County, neither shall they have authority to contract for or on behalf of, or incur
22 obligations on behalf of, County.

23 (i) TCF covenants that it presently has no interest, including
24 but not limited to, other projects or contracts, and shall not acquire any such interest,
25 direct or indirect, which would conflict in any manner or degree with TCF
26 performance under this Agreement. TCF further covenants that no person or
27 subcontractor having any such interest shall be employed or retained by TCF under
28 this Agreement. TCF agrees to inform County of all The Community Foundation's

1 interests, if any, which are or may be perceived as incompatible with the County's
2 interests.

3 (ii) TCF shall not, under circumstances which could be
4 interpreted as an attempt to influence the recipient in the conduct of his/her duties,
5 accept any gratuity or special favor from individuals or firms with whom TCF is doing
6 business or proposing to do business, in accomplishing the work under this
7 Agreement.

8 (iii) TCF or its employees shall not offer gifts, gratuity, favors
9 and entertainment directly or indirectly to County employees.

10 10. INSURANCE.

11 10.1 Without limiting TCF's indemnification, TCF shall maintain in force at all
12 times during the performance of this Agreement, insurance policies evidencing
13 coverage during the entire term of the Agreement as follows:

14 10.2 Workers' Compensation: If TCF has employees as defined by the State
15 of California, TCF shall maintain Workers' Compensations Insurance (Coverage A) as
16 prescribed by the law of the State of California. Policy shall include Employers'
17 Liability (Coverage B) including Occupational Disease with limits not less than
18 \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in
19 favor of the County of Riverside; and, if applicable, to provide a Borrowed Servant/
20 Alternate Employer Endorsement.

21 10.3 Commercial General Liability: Commercial General Liability insurance
22 coverage, including but not limited to, premises liability, contractual liability, completed
23 operations, personal and advertising injury covering claims which may arise for or out
24 of TCF 's performance of its obligations here under. Policy shall name the County of
25 Riverside, its Boards, Agencies, Districts, Special Districts and Departments, their
26 respective directors, officers, Board of Supervisors, elected officials, employees,
27 agents or representatives as Additional Insureds. Policy's limit of liability shall not be
28 less than \$1,000,000 per occurrence combined single limit. If such insurance contains

1 a general aggregate limit, it shall apply separately to this agreement or be no less
2 than two (2) times the occurrence limit.

3 10.4 Vehicle Liability: If vehicles or mobile equipment are used in the
4 performance of the obligations under this Agreement, TCF shall maintain liability
5 insurance for all owned, non-owned or hired vehicles in an amount not less than
6 \$1,000,000 per occurrence combined single limit. If such insurance contains a
7 general aggregate limit, it shall apply separately to this agreement or be no less than
8 two (2) times the occurrence limit. Policy shall name the County of Riverside, its
9 Boards, Agencies, Districts, Special Districts and Departments, their respective
10 directors, officers, Board of Supervisors, elected officials, employees, agents, or
11 representatives as Additional Insureds.

12 10.5 General Insurance Provisions-All lines:

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

18 b. TCF's insurance carrier(s) must declare its self-insured
19 retentions, If such self-insured retentions exceed \$500,000 per occurrence such
20 retentions which are deemed unacceptable to the County, at the election of the
21 County's Risk Manager, TCF 's carriers shall either; 1) reduce or eliminate such self-
22 insured retentions as respects this Agreement with the County, or 2) procure a bond
23 which guarantees payment of losses and related investigations, claims administration
24 defense costs and expenses.

25 c. TCF shall cause their insurance carrier(s) to furnish the County of
26 Riverside with 1) a properly executed original Certificate(s) of Insurance and certified
27 original copies of Endorsements effecting coverage as required herein; or, 2) if
28 requested to so orally or in writing by the County Risk Manager, provide original

1 Certified copies of policies including all Endorsements and all attachments thereto,
2 showing such insurance is in full force and effect. Further, said Certificate(s) and
3 policies of insurance shall contain the covenant of the insurance carrier(s) shall
4 provide no less than thirty (30) days written notice be given to the County of Riverside
5 prior to any material modification or cancellation of such insurance. In the event of a
6 material modification or cancellation of coverage, this Agreement shall terminate
7 forthwith, unless the County of Riverside receives, prior to such effective date,
8 another properly executed original Certificate of Insurance and original copies of
9 endorsements or certified original policies, including all endorsements and
10 attachments thereto evidencing coverages and the insurance required herein is in full
11 force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf
12 shall sign the original endorsements for each policy and the Certificate of Insurance.
13 **TCF shall not commence operations until the County of Riverside has been**
14 **furnished original Certificate(s) of Insurance and certified original copies of**
15 **endorsements or policies of insurance including all endorsements and any and**
16 **all other attachments as required in this Section.**

17 d. It is understood and agreed by the parties hereto and TCF's
18 insurance company(s), that the Certificate(s) of Insurance and policies shall so
19 covenant and shall be construed as primary insurance, and the County's insurance
20 and/or deductibles and or/self-insured retentions or self-insured programs shall not be
21 construed as contributory.

22 e. If, during the term of this Agreement or any extension thereof,
23 there is a material change in the scope of services or performance of work the Risk
24 Manager of the County of Riverside reserves the right to adjust the types of insurance
25 required under this Agreement and the monetary limits of liability for the insurance
26 coverages required herein, if, in the County's Risk Manager's reasonable judgment,
27 the amount or type of insurance carried by TCF has become inadequate.

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1 f. TCF shall pass down the insurance obligations contained herein
2 to all tiers of TCF subcontractors working under this Agreement.

3 11. TERMINATION.

4 a) This Agreement may be terminated:

5 (i) By either TCF or County if the other party breaches any of
6 the material terms of this Agreement, which default is not cured within thirty (30) days
7 following written notice of such default of the defaulting party. If the default is not
8 cured within the thirty (30) day period, the non-defaulting party may terminate this
9 Agreement by giving notice of its decision to do so.

10 (ii) In the event that either party becomes insolvent, makes an
11 assignment for the benefit of creditors, becomes the subject of any bankruptcy,
12 reorganization or arrangement proceeding or defaults in any obligation, which default
13 would foreclose such party from exercising its right or prevent it from paying its
14 obligations hereunder, then such action shall be a default hereunder, and this
15 Agreement may be terminated by written notice to the defaulting party.

16 (iii) By either TCF or County of Riverside for its convenience
17 upon thirty (30) days written notice to the other party. In the event the County of
18 Riverside terminates this agreement under this Section 11.a) (iii), County shall not be
19 entitled to any reimbursement of funds either expended by the County of Riverside
20 pursuant to this Agreement or paid to TCF pursuant to Section 3, above unless TCF
21 breaches material terms of this agreement then County would be entitled to
22 reimbursement commensurate to the benefits value within a mutually agreed upon
23 timeframe.

24 b) Notices shall be sent via U.S. Postal Service registered mail
25 return receipt request to the individual identified in Section 18, below.

26 c) In the event TCF fails to deliver all County benefits as outlined in
27 Section 2, above, for any reason other than as a result of: 1) breach of Agreement, 2)
28 TCF terminates Agreement in accordance with Section 12.a)(iii) above, or 3) acts of

1 God, fires, accidents or other occurrences beyond the reasonable control of TCF
2 (whether like or unlike any of these enumerated herein), County, in addition to all
3 other rights and remedies available at law or in equity, shall be entitled to a refund
4 commensurate to the benefits' value, within a mutually agreed upon timeframe. The
5 benefits' value is to be mutually agreed upon by County and TCF.

6 12. ADMINISTRATION.

7 The Assistant County Executive Officer/EDA (or designee) shall administer this
8 Agreement on behalf of County.

9 13. NONDISCRIMINATION.

10 TCF represents that it is an equal opportunity employer and it shall not discriminate
11 against any employee, applicant for employment based on age or any other protected
12 class pursuant to the Fair Housing Act (FEHA). Such nondiscrimination shall include,
13 but not be limited to, all activities related to initial employment, upgrading, demotion,
14 transfer, recruitment or recruitment advertising, layoff or termination.

15 14. ENTIRE AGREEMENT.

16 This Agreement contains the entire agreement and understanding between the
17 parties. There are no oral understandings, terms, conditions or promises, and no
18 party has relied upon any representations, express or implied, not contained in this
19 Agreement. This Agreement may be modified or amended only in writing signed by
20 the party to be charged.

21 15. WAIVER.

22 Any waiver by County of any breach of any one of more of the terms of this
23 Agreement shall not be construed to be a waiver of subsequent or other breach of the
24 same or of any term thereof. Failure on part of the County to require exact, full and
25 complete compliance with any terms of this Agreement shall not be construed as in
26 any manner changing the term hereof, or estopping County from enforcement thereof.

27 16. SEVERABILITY.

28 If any provision of this Agreement is held by a court of competent jurisdiction to be

1 invalid, void or unenforceable, the remaining provisions will nevertheless continue in
2 full force without being impaired or invalidated in anyway.

3 17. CALIFORNIA JURISDICTION AND VENUE. This Agreement shall be
4 construed under the laws of the State of California. Each party hereto acknowledges
5 that this Agreement is entered into and is to be performed within the jurisdiction of the
6 State of California and that the courts of the State of California shall have jurisdiction
7 over any and all claims, controversies, disputes and disagreements arising out of this
8 Agreement or breach thereof. The parties agree to the jurisdiction and venue of the
9 Superior Court of the County of Riverside, State of California.

10 18. NOTICES.

11 Any notices required or desired to be served by either party upon the other shall be
12 addressed to the respective parties as set forth below:

13 **COUNTY:**

14 Lisa Brandl
15 Managing Director
16 County of Riverside EDA
17 3403 Tenth Street, Suite 400
18 Riverside, CA 92501

13 **THE COMMUNITY FOUNDATION:**

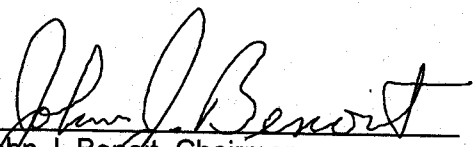
14 Dr. Jonathan Lorenzo Yorba
15 President/CEO
16 The Community Foundation
17 3700 Sixth Street, Suite 200
18 Riverside, CA 92501

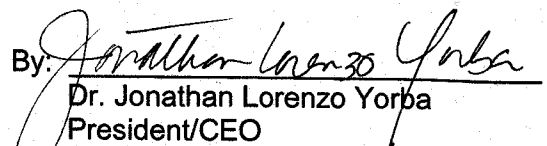
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1 **IN WITNESS WHEREOF**, the County and The Community Foundation
2 executed this Agreement as of the date first above written.

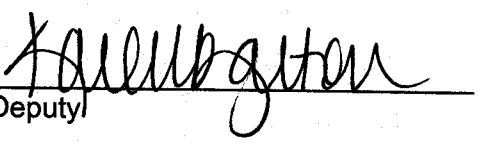
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4 **COUNTY OF RIVERSIDE:**

THE COMMUNITY FOUNDATION

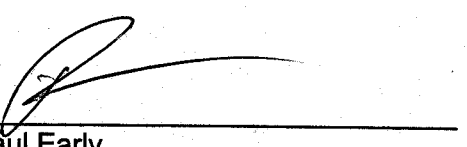
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6 By: 
7 John J. Benoit, Chairman
8 Board of Supervisors

By: 
Dr. Jonathan Lorenzo Yorba
President/CEO

9
10 **ATTEST:**
11 Kecia Harper-Ihem
12 Clerk of the Board

13 By: 
14 Deputy

15
16
17
18 **APPROVED AS TO FORM:**
19 Pamela J. Walls
20 County Counsel

21
22 By: 
23 Paul Early
24 Deputy