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

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRAMOS DATE: 11/20/14

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
October 23, 2014

**SUBJECT:** Professional Services Agreement Between the County of Riverside and Desert Alliance for Community Empowerment, a California Non-Profit Corporation, for the Continued Operation of the Temporary Mecca Comfort Station for One Year, District 4/District 4, [\$108,630]; EDA Professional Services Account

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

1. Approve the attached Professional Services Agreement between the County of Riverside Economic Development Agency and Desert Alliance for Community Empowerment, a California Non-Profit Corporation, in the maximum amount of \$108, 630, for the Operation of the Mecca Comfort Station, located in the County of Riverside Unincorporated community of Mecca, for a 1 year term (Services Agreement);
2. Authorize the Chairman of the Board to execute the attached Services Agreement; and

(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	\$ 108,630	\$ 0	\$ 108,630	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 108,630	\$ 0	\$ 108,630	\$ 0	

<b>SOURCE OF FUNDS:</b> EDA Professional Services Account	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 2014/2015

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

APPROVE

BY: Rohini Dasika  
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Stone 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 4, 2014  
xc: EDA

Kecia Harper-Ihem  
Clerk of the Board  
By: [Signature]  
Deputy

Prev. Agn. Ref.: 3.28 of 9/28/13 | District: 4/4 | Agenda Number:

3-7

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: [Signature] 10/23/14  
Esteban Hernandez

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

Departmental Concurrence

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

Economic Development Agency

**FORM 11:** Professional Services Agreement Between the County of Riverside, a political subdivision of the State of California and Desert Alliance for Community Empowerment, a California Non-Profit Corporation for the Continued Operation of the Temporary Mecca Comfort Facility for an Additional Year, District 4/District 4, [\$108,630] EDA Professional Services Account

**DATE:** October 23, 2014

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## **RECOMMENDED MOTION:** (Continued)

3. Authorize the Assistant County Executive Officer/EDA, or designee, to implement the attached Services Agreement and sign any subsequent and relevant documents necessary to implement the Professional Services Agreement, subject to approval by County Counsel.

## **BACKGROUND:**

### **Summary**

On or about September 28, 2013, the Board of Supervisors approved a Professional Services Agreement (Original Services Agreement) between the County of Riverside (County) and Desert Alliance for Community Improvement (DACE) in the amount of \$106,500, for a term of 1 year, to provide restroom, shower, laundry and adequate parking facilities (Services), for the benefit of migrant farm workers in the eastern Coachella Valley. The Services were provided during two agriculture seasons, the winter season (November 1 thru March 31) and the summer season (May 1 thru July 31). The Original Services Agreement has expired. The provision of the Services are necessary to satisfy conditions set forth in an Enforcement and Voluntary Compliance Agreement entered into by the County in May 2000.

Since the Original Services Agreement has expired, DACE and the County staff desire to enter into a new Professional Services Agreement (New Services Agreement), for a 1 year term, in the maximum amount of \$108,630, for the purpose of having DACE continue to provide uninterrupted restroom, shower, laundry facilities, transportation services and parking facilities for the benefit of migrant farm workers in the eastern Coachella Valley. The proposed New Services Agreement is attached hereto.

DACE currently owns property, described as approximately 12 acres located at the southeast corner of Avenue 68 and Hammond Road within the Riverside County unincorporated community of Mecca, and referred to as 92125 Ave 68, Mecca, CA (Site). DACE is currently using the area at the most northwest corner of the Site to provide the Services.

Under the terms of the proposed New Services Agreement, DACE will continue to provide similar, uninterrupted facilities and Services as required under the Original Services Agreement at the same location on the Site. Staff recommends Board approval of the proposed New Services Agreement. County Counsel has reviewed and approved the New Services Agreement as to form.

### **Impact on Citizens and Businesses**

The services to be provided under the proposed new Professional Services Agreement will deliver essential services to the migrant farm workers in the eastern Coachella Valley during peak harvesting seasons.

## **SUPPLEMENTAL:**

### **Additional Fiscal Information**

(Commences on Page 3)

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

Economic Development Agency

**FORM 11:** Professional Services Agreement Between the County of Riverside, a political subdivision of the State of California and Desert Alliance for Community Empowerment, a California Non-Profit Corporation for the Continued Operation of the Temporary Mecca Comfort Facility for an Additional Year, District 4/District 4, [\$108,630] EDA Professional Services Account

**DATE:** October 23, 2014

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**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the two agriculture seasons:

Winter Season	\$62,220
Summer Season	\$46,410
<b>Total</b>	<b>\$108,630</b>

**ATTACHMENTS:**

Attachment A- Professional Services Agreement with Desert Alliance for Community Empowerment

1 PROFESSIONAL SERVICES AGREEMENT

2  
3 This Professional Services Agreement ("AGREEMENT"), made and entered into this 4th day  
4 of NOV., 2014, by and between Desert Alliance for Community Empowerment, a California  
5 Nonprofit Corporation, ("DACE"), and the COUNTY OF RIVERSIDE, a political subdivision of  
6 the State of California ("COUNTY"). Both the COUNTY and DACE are sometimes hereinafter  
7 referred collectively as the "Parties". The effective date of this AGREEMENT shall be the date  
8 this AGREEMENT is executed by the COUNTY (the "EFFECTIVE DATE").

9 RECITALS

10 I. WHEREAS, DACE currently owns approximately twelve (12) acres of real property  
11 located at the southeast corner of Avenue 68 and Hammond Road within the Riverside  
12 County unincorporated community of Mecca, referred to as 92125 Ave 68 ( the "Property").

13  
14 II. WHEREAS, the COUNTY and DACE entered into a certain Professional Services  
15 Agreement ("PSA") on June 14, 2011, for DACE to provide restroom, shower, laundry and  
16 adequate parking facilities on the Property so that such services are available to the  
17 otherwise homeless migrant farm working population of the Eastern Coachella Valley and  
18 in and around the Riverside County unincorporated community of Mecca;

19 III. WHEREAS, DACE is currently using the area at the most northwest corner of the  
20 Property to provide the shower, restroom and parking facilities and services thereto,  
21 pursuant to the PSA;

22  
23 IV. WHEREAS, DACE and COUNTY have been cooperating to continuously provide the  
24 facilities and services, at the DACE Property;

25 V. WHEREAS, such PSA expired on September 28, 2014;

26 VI. WHEREAS, the COUNTY desires to ensure that the above-mentioned services at  
27 the DACE property continue to be provided on an uninterrupted basis;

1 VII. WHEREAS, DACE and COUNTY desire to continue this cooperative and mutual  
2 effort to provide the facilities and services on an uninterrupted basis.

3 NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties  
4 hereto agree as follows:

- 5 1. PURPOSE OF THIS AGREEMENT: DACE and COUNTY enter into this  
6 AGREEMENT for the purpose of having DACE continue to provide uninterrupted  
7 restroom, shower, laundry facilities, transportation services and adequate parking  
8 facilities to the otherwise homeless migrant farm working population of the Eastern  
9 Coachella Valley and in and around the Riverside County unincorporated community  
10 of Mecca as more particularly set forth in Section 3 herein.
- 11
- 12 2. THE FACILITIES SITE: DACE currently owns the Property, described as  
13 approximately twelve (12) acres located at the southeast corner of Avenue 68 and  
14 Hammond Road within the Riverside County unincorporated community of Mecca, and  
15 referred to as 92125 Ave 68, Mecca, California. Pursuant to the PSA with the  
16 COUNTY, DACE is currently using the area at the most northwest corner of the  
17 Property to provide the shower, restroom and parking facilities ("SUBJECT SITE").  
18 DACE and COUNTY agree that this same SUBJECT SITE will continue to house the  
19 existing facilities and services described in this AGREEMENT.
- 20
- 21 3. DESCRIPTION OF FACILITIES AND SERVICES: The COUNTY and DACE hereby  
22 understand and agree that DACE has established shower, restroom, laundry and  
23 parking facilities on the SUBJECT SITE. DACE shall maintain the SUBJECT SITE in  
24 good, clean and working condition throughout the calendar year regardless of its  
25 operation season prior to or following the EFFECTIVE DATE of this AGREEMENT.  
26 DACE shall not materially alter the SUBJECT SITE during the term of this  
27 AGREEMENT without the written consent of COUNTY. Further, DACE understands  
28

1 and agrees that it shall undertake any necessary repair or replacement of any  
2 equipment, structures and/or facilities on the SUBJECT SITE to maintain the  
3 SUBJECT SITE in the same good, working condition as it exists as of the EFFECTIVE  
4 DATE of this AGREEMENT. The parties hereto agree that the facilities and services  
5 described in this AGREEMENT shall operate during the entire term of this  
6 AGREEMENT. DACE shall offer services of the shower facilities described above  
7 during each of the two traditionally recognized migrant farm worker seasons in the  
8 Eastern Coachella Valley. All facilities and services described in this Section 3 will be  
9 open and available to the general public starting on May 1 of each year and  
10 progressing through and closing on July 31 of each year (Summer Season). All  
11 facilities and services described in this Section 3 will reopen and available again to the  
12 general public starting on November 1 of each year and progressing through and  
13 closing on March 31 (Winter Season) of each subsequent year. Services and  
14 facilities will be available Monday through Sunday, with operating hours on Monday–  
15 Friday from 2 p.m. to 8 p.m. and on Saturday and Sunday from 12 noon to 6 p.m.  
16 DACE will operate the SUBJECT SITE and all the facilities located thereon and will  
17 include at least one (1) on site staff person during all times that the facilities are open  
18 to the public. First aid supplies, including sunscreen, band aids and other hygienic  
19 supplies will be available free of charge.

20  
21  
22 3.1. Shower/Restroom Facilities and Services. In cooperation with the COUNTY,  
23 DACE has purchased and installed a modular shower/restroom facility, on the  
24 SUBJECT SITE, that includes three (3) mobile shower/restroom units. Each  
25 unit includes three (3) shower stalls, one (1) restroom stall and a hand sink.  
26 Two (2) of the mobile shower units are for the exclusive use of men and one (1)  
27 of the mobile shower units is for the exclusive use of women. DACE will  
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1 continue to properly maintain and operate above described shower facilities  
2 and offer shower services as described below. All shower facilities will operate  
3 in full, complete and clean working condition. Each shower facility will offer hot  
4 and cold water with the normal water pressure expected for a normal  
5 residential shower and sink. The exterior and installation of the shower facility  
6 will be maintained in full, complete and working condition including all  
7 underground systems. DACE will provide at least one (1) attendant to ensure  
8 proper working and clean condition of the facility. This attendant may be the  
9 same staff person as mentioned above and must be on-site during all times  
10 that the facility is open to the public.  
11

12 3.2. Parking Facilities and Services. In cooperation with the COUNTY, DACE  
13 has purchased and installed an outdoor parking and visiting area that includes  
14 parking for twenty (20) cars and a shade structure with a misting system,  
15 television, videos and games. DACE will continue to maintain and operate  
16 above described parking facilities and outdoor visiting areas and offer services  
17 as described below. All parking and outdoor visiting areas will operate in full,  
18 complete and clean working condition. The exterior and installation of the  
19 parking facility and visiting area will be maintained in full, complete and working  
20 condition including all underground systems. DACE will provide at least one  
21 (1) attendant to ensure proper working and clean condition of the facility. This  
22 attendant may be the same staff person as mentioned above and must be on-  
23 site during all times that the facility is open to the public.  
24

25 3.3. Transport Facilities and Services. DACE shall provide shuttle vehicle  
26 service to and from the SUBJECT SITE during the term of this AGREEMENT.  
27 DACE will continue to maintain and operate the shuttle vehicle and offer  
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1 services as described below. The shuttle vehicle will operate in full, complete  
2 and clean working condition during the term of this AGREEMENT with all  
3 servicing to be provided for such vehicle by DACE. DACE shall provide  
4 insurance for such vehicle as set forth in Section 10.3 below. DACE will provide  
5 at least one (1) shuttle vehicle driver to ensure properly working shuttle  
6 services. This attendant may not be the same staff person as mentioned  
7 above and must be available for shuttle services during all times that the facility  
8 is open to the public. DACE will provide shuttle services during all times that  
9 the SUBJECT SITE and facilities are open to the public. The shuttle will  
10 provide transport directly to and from downtown Mecca locations where  
11 workers are congregating, such as, but not limited to, the Mecca Church or  
12 Toro Loco parking lot every two (2) hours.  
13

14 3.4. Laundry Facilities. The Parties agree and understand that DACE has  
15 purchased a retrofitted modular unit, of approximately 200 square feet, and  
16 installed it upon the SUBJECT SITE. The retrofitted modular unit includes:

17 3.4.1. Exterior and interior reconditioning including paint, paneling and  
18 flooring;

19 3.4.2. Plumbing, propane, ventilation and air conditioning systems, all in good  
20 working order;

21 3.4.3. Four coin operated new commercial grade clothing washers, in good  
22 working order;

23 3.4.4. Four coin operated new commercial grade clothing dryers, in good  
24 working order;

25 3.4.5. Exterior steps;  
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1 3.4.6. Exterior water storage tank and booster pump to ensure adequate water  
2 pressure to service the existing parking, restroom, shower and the  
3 added laundry facility;

4 3.4.7. Tables and chairs for customer use;

5 3.4.8. A vending machine available for customers to purchase laundry  
6 supplies;

7 3.4.9. DACE will continue to maintain and operate above described laundry  
8 facilities and offer laundry services as described below. All laundry  
9 facilities will operate in full, complete and clean working condition. Each  
10 laundry facility will offer warm water with the normal water pressure  
11 expected for a normal residential laundry and sink use. The exterior  
12 and installation of the laundry facility will be maintained in full, complete  
13 and working condition including all underground systems. DACE will  
14 provide at least one (1) attendant to ensure proper working and clean  
15 condition of the facility. This attendant for the laundry facility may be  
16 the same staff person as mentioned above for the restroom facility and  
17 must be on-site during all times that the facility is open to the public.  
18

19  
20 4. ABILITY TO PERFORM: DACE represents and maintains that its staff has the  
21 skills necessary to perform all services, duties and obligations required by this  
22 AGREEMENT in order to fully and adequately operate the facilities and provide the  
23 services described in this AGREEMENT. DACE affirms it is fully apprised of all of the  
24 work to be performed under this agreement and DACE agrees it can properly perform  
25 this work at the fee stated in Section 6 herein below.

26 5. TERM OF THIS AGREEMENT: It is the intent of the parties to have DACE  
27 operate the facilities and provide the services described in this AGREEMENT  
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1 throughout the term of this AGREEMENT which shall commence on the EFFECTIVE  
2 DATE of this AGREEMENT and continue in effect for twelve (12) months thereafter,  
3 unless earlier terminated as specified in this AGREEMENT. The term of this  
4 AGREEMENT may be extended for additional periods, at the discretion of the Parties  
5 hereto, only upon written agreement executed by both COUNTY and DACE. All  
6 applicable indemnification provisions in this AGREEMENT shall remain in effect  
7 following the termination of this AGREEMENT.

8  
9 **6. COMPENSATION:**

10 6.1. The COUNTY shall pay DACE \$108,630 annually for the full operation of the  
11 balance of the facilities and all the services, including all expenses, called for in  
12 Section 3 of this AGREEMENT. COUNTY shall pay DACE the annual amount  
13 of \$108,630 as identified in this Section in bi-annual installments (for each  
14 identified Season) each eligible for disbursement after verification of inception  
15 of service on July 30 and March 30 by visual inspection by COUNTY staff as  
16 described in Section 7 of this AGREEMENT. Two installments shall be in  
17 made in the amounts of \$62,220.00 (for the Nov-March period or Winter  
18 Season) and \$46,410.00 (for the May- July period or Summer Season),  
19 respectively.  
20

21  
22 **7. ENFORCEMENT:** COUNTY shall visually inspect the SUBJECT SITE on the first of  
23 May and the first of November to ensure that the facilities are in operation, that the  
24 services are being provided and that the SUBJECT SITE is in good, clean and working  
25 condition. COUNTY shall also visually inspect the SUBJECT SITE on a monthly basis  
26 during the two periods of operation. DACE shall also provide a weekly report to  
27 COUNTY, directly to the Deputy Director/EDA Housing, at the address listed in Section  
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1 26 herein below, due each Thursday at 5 p.m., identifying the weekly hours of  
2 operation, number of staff hours worked, number people using each of the facilities,  
3 number of people using the transport service and the general condition of each of the  
4 facilities and SUBJECT SITE. Additionally, DACE shall utilize a one-time questionnaire  
5 form, provided by County, which may be updated from time to time, to inquire at least  
6 one time of each client regarding the client's use of services related to the shower and  
7 laundry facilities. DACE shall provide the originals of such completed questionnaire  
8 forms to the County's Deputy Director/EDA Housing on a weekly basis. Failure in  
9 performance at any of the site visits or in the provision of the reports, after notice and a  
10 five (5) day opportunity to cure shall be good cause for termination and withholding of  
11 any subject compensation.  
12

- 13 8. INDEPENDENT CONTRACTOR: COUNTY retains DACE on an independent  
14 contractor basis. DACE is not, and shall not be considered to be in any manner, an  
15 employee, agent or representative of the COUNTY. Personnel performing the services  
16 under this AGREEMENT on behalf of DACE shall not be employees, representatives or  
17 agents of the COUNTY and shall at all times be under DACE's exclusive direction and  
18 control. DACE shall pay all wages, salaries and other amounts due such personnel in  
19 connection with their performance of service and as required by law. DACE shall be  
20 responsible for all reports and obligations respecting such personnel, including but not  
21 limited to, social security taxes, income tax withholdings, unemployment insurance, and  
22 workers compensation insurance. DACE shall defend, indemnify and hold harmless  
23 COUNTY from any and all claims that may be made against COUNTY based upon any  
24 contention by a third party that an employer-employee relationship exists by reason of  
25 this AGREEMENT. It is further understood and agreed by the Parties that DACE, in  
26 the performance of this AGREEMENT, is subject to the control or direction of COUNTY  
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1 merely as to the results to be accomplished and not as to the means and methods for  
2 accomplishing the results.

3 9. INDEMNIFICATION.

4 9.1. DACE shall indemnify and hold harmless the County of Riverside, all Agencies,  
5 Boards, Districts, Special Districts and Departments of the County of Riverside,  
6 their respective Board of Directors, directors, officers, Board of Supervisors,  
7 elected and appointed officials, employees, agents and representatives  
8 ("Indemnified Parties") from any liability whatsoever, based or asserted upon  
9 any services of DACE, its officers, employees, subcontractors, agents or  
10 representatives arising out of or in any way relating to this AGREEMENT,  
11 including but not limited to property damage, bodily injury, or death or any other  
12 element of any kind or nature whatsoever and resulting from any reason  
13 whatsoever arising from the performance of DACE, its officers, agents,  
14 employees, subcontractors, agents or representatives from this AGREEMENT;  
15 and DACE shall defend, at its sole expense, all costs and fees including but not  
16 limited to attorney fees, cost of investigation, defense and settlements or  
17 awards, the Indemnified Parties in any claim or action based upon such alleged  
18 acts or omissions.  
19

20  
21 9.2. With respect to any action or claim subject to indemnification herein by DACE,  
22 DACE shall, at its sole cost, have the right to use counsel of its own choice and  
23 shall have the right to adjust, settle, or compromise any such action or claim  
24 without the prior consent of COUNTY; provided, however, that any such  
25 adjustment, settlement or compromise in no manner whatsoever limits or  
26 circumscribes DACE's indemnification to COUNTY as set forth herein. DACE's  
27 obligation to defend, indemnify and hold harmless the Indemnified Parties shall  
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1 be subject to COUNTY having given DACE written notice within a reasonable  
2 period of time of the claim or of the commencement of the related action, as the  
3 case may be, and information and reasonable assistance, at DACE's expense,  
4 for the defense or settlement thereof. DACE's obligation hereunder shall be  
5 satisfied when DACE has provided to COUNTY the appropriate form of  
6 dismissal relieving COUNTY from any liability for the action or claim involved.

7 9.3. The specified insurance limits required in this AGREEMENT shall in no way limit  
8 or circumscribe DACE's obligations to indemnify and hold harmless the  
9 COUNTY herein from third party claims.

10 10. INSURANCE: Without limiting DACE'S indemnification, DACE shall maintain in force  
11 at all times during the performance of this AGREEMENT, insurance policies evidencing  
12 coverage during the entire term of the AGREEMENT as follows:

13 10.1. Workers' Compensation: If DACE has employees as defined by the State of  
14 California, DACE shall maintain Workers' Compensation Insurance (Coverage  
15 A) as prescribed by the laws of the State of California. The Workers'  
16 Compensation Policy shall include Employers' Liability (Coverage B) including  
17 Occupational Disease with limits not less than \$1,000,000 per person per  
18 accident. The Workers' Compensation Policy shall be endorsed to waive  
19 subrogation in favor of the COUNTY; and, if applicable, to provide a Borrowed  
20 Servant/Alternate Employer Endorsement.

21 22  
23 10.2. Commercial General Liability: Commercial General Liability insurance coverage,  
24 including but not limited to, premises liability, contractual liability, completed  
25 operations, personal and advertising injury covering claims which may arise  
26 from or out of DACE's performance of its obligations hereunder. The  
27 Commercial General Liability Policy shall name the County of Riverside, its  
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1 Agencies, Boards, Districts, Special Districts, and Departments, their respective  
2 directors, officers, Board of Supervisors, Board of Directors, elected officials,  
3 employees, agents or representatives as Additional Insureds. The Commercial  
4 General Liability Policy's limit of liability shall not be less than \$1,000,000 per  
5 occurrence combined single limit. If such insurance contains a general  
6 aggregate limit, it shall apply separately to this AGREEMENT or be no less  
7 than two (2) times the occurrence limit.

8  
9 10.3. Vehicle Liability: If vehicles or mobile equipment are used in the  
10 performance of the obligations under this AGREEMENT, DACE shall maintain  
11 liability insurance for all vehicles owned by DACE in an amount not less than  
12 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
13 general aggregate limit, it shall apply separately to this AGREEMENT or be no  
14 less than two (2) times the occurrence limit. The Vehicle Liability Policy shall  
15 name the County of Riverside, its Agencies, Boards, Districts, Special Districts,  
16 and Departments their respective directors, officers, Board of Supervisors,  
17 Board of Directors, elected officials, employees, agents, or representatives as  
18 Additional Insureds.

19  
20 10.4. General Insurance Provisions - All lines:

21 10.4.1. Any insurance carrier providing insurance coverage hereunder shall be  
22 admitted to the State of California and have an A.M. BEST rating of not  
23 less than an A: VIII (A: 8) unless such requirements are waived, in  
24 writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager  
25 waives a requirement for a particular insurer such waiver is only valid  
26 for that specific insurer and only for one policy term.  
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1 10.4.2. DACE's insurance carrier(s) must declare their self-insured retentions.

2 If such self-insured retentions exceed \$500,000 per occurrence, such  
3 retentions shall have the prior written consent of the COUNTY Risk  
4 Manager before the commencement of operations under this  
5 AGREEMENT. Upon notification of self-insured retentions which are  
6 deemed unacceptable to the COUNTY, at the election of the COUNTY's  
7 Risk Manager, DACE's carriers shall either: 1) reduce or eliminate such  
8 self-insured retentions as respects this AGREEMENT with the  
9 COUNTY, or 2) procure a bond which guarantees payment of losses  
10 and related investigations, claims administration, defense costs and  
11 expenses.  
12

13 10.4.3. DACE shall cause its insurance carrier(s) to furnish the COUNTY with

14 1) a properly executed original Certificate(s) of Insurance and certified  
15 original copies of endorsements effecting coverage as required herein;  
16 or, 2) if requested to do so orally or in writing by the COUNTY Risk  
17 Manager, provide original Certified copies of policies including all  
18 endorsements and all attachments thereto, showing such insurance is  
19 in full force and effect. Further, said Certificate(s) and policies of  
20 insurance shall contain the covenant of the insurance carrier(s) that  
21 shall provide no less than thirty (30) days' written notice be given to the  
22 COUNTY prior to any material modification or cancellation of such  
23 insurance. In the event of a material modification or cancellation of  
24 coverage, this AGREEMENT shall terminate forthwith, unless the  
25 COUNTY receives, prior to such effective date, another properly  
26 executed original Certificate of Insurance and original copies of  
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endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage 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. ***DACE 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.***

10.4.4. It is understood and agreed by the parties hereto and DACE's insurance company(ies), 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.

10.4.5. 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, the Risk Manager of the COUNTY reserves the right to adjust the types of insurance required under this AGREEMENT and the monetary limits of liability for the insurance coverage required herein, or if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by DACE has become inadequate. DACE shall report to the COUNTY's Risk Manager about the carriers' response and work with the COUNTY to effect a modification of coverage.



1 10.4.6. DACE shall pass down the insurance obligations contained herein to all  
2 tiers of sub-contractors working under this AGREEMENT.

3 10.4.7. The insurance requirements contained in this AGREEMENT may be  
4 met with a program(s) of self-insurance acceptable to the COUNTY.

5 10.4.8. DACE agrees to notify COUNTY of any claim by a third party or any  
6 incident or event that may give rise to a claim arising from the  
7 performance of this AGREEMENT.

8  
9 11. TERMINATION: COUNTY may, by written notice to DACE, terminate this  
10 AGREEMENT in whole or in part at any time. Such termination may be for COUNTY's  
11 convenience or because of DACE's failure to perform its duties and obligations under  
12 this AGREEMENT including, but not limited to, the failure of DACE to timely perform  
13 services pursuant to the schedule of services described in Section 3 to this  
14 AGREEMENT. Termination for DACE's failure to perform shall be subject to Section 7  
15 above, if the COUNTY's visual inspection has led to the written notice provided to  
16 DACE.

17 11.1. Discontinuance of Services. Upon the effective date of a Termination of this  
18 AGREEMENT, DACE shall discontinue all affected services and shall deliver to  
19 the COUNTY within 30 days after the effective date of Termination all data,  
20 estimates, graphs, summaries, reports, and other related materials as may  
21 have been prepared or accumulated by DACE in performance of services,  
22 whether completed or in progress.

23  
24 11.2. Effect of Termination For Convenience. If the termination is to be for the  
25 convenience of the COUNTY, it shall be a minimum of 30 days prior to start of  
26 a Season or anytime after an operating Season is completed and the COUNTY  
27 shall compensate DACE for services satisfactorily provided through the  
28

1 completion of that operating Season. If, for any reason, COUNTY  
2 determines that, prior to the start of a Season, COUNTY will only need DACE's  
3 facilities and services for a portion of the following season, COUNTY shall pay  
4 DACE for the entirety of its pre-season costs for that following season, as  
5 evidenced by documentation provided by DACE. COUNTY shall also  
6 reimburse DACE for any ongoing costs, on a prorated basis, during the portion  
7 of the season wherein DACE's facilities and services are utilized at the  
8 SUBJECT SITE. DACE shall provide documentation deemed adequate by  
9 COUNTY's representative to show the services actually completed by DACE  
10 prior to the date of termination. This Agreement shall terminate seven (7) days  
11 following receipt by DACE of the written Notice of Termination for  
12 Convenience. Nothing in this provision shall require DACE to transfer, refund  
13 or reimburse any funds the COUNTY paid to DACE before the effective date of  
14 termination. Further, the COUNTY shall not have the right to obstruct  
15 operations or services for its own convenience, prior to the effective date of  
16 termination.  
17

18 11.3. Effect of Termination for Cause. If the termination is due to the failure of  
19 DACE to fulfill its obligations under this AGREEMENT, DACE shall be  
20 compensated for those services which have been completed and accepted by  
21 the COUNTY. Following discontinuance of services, the COUNTY may  
22 arrange for a meeting with DACE to determine what steps, if any, DACE can  
23 take to adequately fulfill its requirements under this AGREEMENT. In its sole  
24 discretion, COUNTY's representative may propose an adjustment to the terms  
25 and conditions of the AGREEMENT, including the contract price. Such  
26 contract adjustments, if accepted in writing by the Parties, shall become  
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1 binding on the parties and shall be performed as part of this AGREEMENT.  
2 Subject to the notice requirements of Section 7, in the event of the COUNTY's  
3 termination for cause, unless otherwise agreed to in writing by the parties, this  
4 AGREEMENT shall terminate thirty (30) days following the date the Notice of  
5 Termination was mailed to DACE. Termination of this AGREEMENT for cause  
6 may be considered by the COUNTY in determining whether to enter into future  
7 agreements with DACE.

8  
9 11.4. Cumulative Remedies. The rights and remedies of the parties provided in  
10 this Section are in addition to any other rights and remedies provided by law or  
11 under this AGREEMENT.

12 11.5. Completion of Services. Except when this AGREEMENT is terminated for  
13 DACE's material breach, if COUNTY prevents or frustrates DACE's full  
14 performance of the services then the COUNTY shall release and indemnify  
15 DACE and its affiliated entities and individuals to the fullest extent allowed by  
16 law from and concerning any and all claims, costs, losses and/or liability  
17 concerning or related to the uncompleted services.

18 11.6. Termination of Agreement by DACE. DACE shall have the right to terminate  
19 this AGREEMENT if COUNTY fails to transmit funds timely hereunder or  
20 breaches any material term or condition of this AGREEMENT. However,  
21 DACE shall provide written notice of its intent to terminate for any reason and  
22 COUNTY shall have five (5) days following its receipt of such notice to cure by  
23 transmitting all payments due in full to DACE or otherwise curing COUNTY's  
24 breach of the material term or condition(s) identified in the notice. If the  
25 termination is due to the failure of COUNTY to fulfill its material obligations  
26 under this AGREEMENT, DACE shall be compensated by COUNTY for those  
27  
28

1 services which have been completed and accepted by the COUNTY. In the  
2 event of a termination by DACE, DACE shall cease all operations and services  
3 at the SUBJECT SITE within five (5) days after its notice of termination is  
4 deemed delivered to the COUNTY.

5 12. CONFLICT OF INTEREST: DACE shall have no interest, and shall not acquire any  
6 interest, direct or indirect, which will conflict in any manner or degree with the  
7 performance of services required under this AGREEMENT.

8 13. ADMINISTRATION: The Assistant County Executive Officer for the Riverside County  
9 Economic Development Agency (or designee) shall administer this AGREEMENT on  
10 behalf of COUNTY.

11 14. ASSIGNMENT: This AGREEMENT shall not be assigned by DACE, either in whole or in  
12 part, without prior written consent of COUNTY. Any assignment or purported  
13 assignment of this AGREEMENT by DACE without the prior written consent of  
14 COUNTY will be deemed void and of no force or effect.

15 15. ALTERATION: No alteration or variation of the terms of this AGREEMENT shall be  
16 valid unless made in writing and signed by the parties hereto, and no oral  
17 understanding or agreement not incorporated herein shall be binding on any of the  
18 parties hereto.

19 20. NONDISCRIMINATION: DACE represents that it is an equal opportunity employer  
21 and it shall not discriminate against any employee or applicant for employment because  
22 of race, religion, color, national origin, ancestry, sex, disability, age, or any other  
23 category protected by state and/or federal law. Further, DACE shall not discriminate in  
24 the provision of services provided pursuant to this AGREEMENT based upon race,  
25 religion, national origin, color, ancestry, sex, disability, age or any other category  
26 protected by state and/or federal law.  
27  
28

1 17. COMPLIANCE WITH LAWS: DACE certifies, upon execution of this AGREEMENT,  
2 that it will act in compliance with any local, State, and Federal laws and regulations  
3 relative to the scope of services to be performed under Section 3 of this AGREEMENT,  
4 and that services(s) will be performed by properly trained and licensed staff, if  
5 applicable. DACE further agrees to maintain a valid not for profit status during all times  
6 under which this AGREEMENT continues.

7 18. CONFIDENTIALITY: DACE shall observe all Federal, State and County regulations  
8 concerning confidentiality of records that are applicable to the services provided by  
9 DACE to clients at the SUBJECT SITE. DACE shall refer all requests for information to  
10 COUNTY.

11 19. WORK PRODUCT: All reports, preliminary findings, or data assembled or compiled  
12 by DACE under this Agreement shall be the property of DACE, which hereby grants the  
13 COUNTY a non-exclusive license to utilize such work product solely for purposes of this  
14 project at the SUBJECT SITE. The COUNTY reserves the right to authorize others to  
15 use or reproduce such materials; provided, however, if COUNTY uses such materials in  
16 connection with another program in which DACE is not involved, COUNTY agrees to  
17 indemnify, defend and hold DACE harmless to the fullest extent allowed by law from  
18 and against any and all losses, liabilities, damages, actions, causes of action, costs and  
19 expenses, including, without limitation, reasonable attorneys' fees and costs incurred by  
20 DACE even in situations of active or passive negligence in such materials arising from  
21 or related to such other program. Therefore, such materials shall not be circulated in  
22 whole or in part, nor released to the public, without the direct authorization of the  
23 Executive Director of DACE or an authorized designee.

24 20. DISPUTE RESOLUTION. If any dispute arises between the parties under this  
25 AGREEMENT, the parties shall first meet and confer, and use their best efforts, to  
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1 resolve the dispute amicably. In the event that the parties are not able to resolve any  
2 dispute, the parties shall submit their dispute to a neutral third party mediator, selected  
3 by both parties, who shall attempt to facilitate a resolution. The mediator's fees shall be  
4 borne equally by both parties and each Party shall bear their own legal fees and costs.  
5 If the mediation is unsuccessful, the parties may proceed with all available remedies,  
6 including judicial action.

7 21. JURISDICTION, VENUE, ATTORNEY'S FEES: This AGREEMENT shall be  
8 construed pursuant to the laws of the State of California. The parties agree that the  
9 jurisdiction and venue for disputes shall be the Superior Court for the County of  
10 Riverside, State of California. Should action be brought to enforce or interpret the  
11 provisions of the AGREEMENT, the prevailing party as determined by a court of law  
12 shall be entitled to its reasonable attorney's fees and costs of suit in addition to  
13 whatever other relief is granted.

14 22. WAIVER: Any failure to enforce or waiver by any party of any breach of any one  
15 or more of the terms of this AGREEMENT shall not be construed to be a waiver of any  
16 subsequent or other breach of the same or of any other term thereof. Failure on the  
17 part of any party to require exact, full and complete compliance with any terms of this  
18 AGREEMENT shall not be construed as in any manner changing the terms hereof, or  
19 estop said party from enforcement hereof.

20 23. SEVERABILITY: If any provision in this AGREEMENT is held by a court of competent  
21 jurisdiction to be invalid, void or unenforceable, the remaining provisions will  
22 nevertheless continue in full force without being impaired or invalidated in any way.

23 24. ENTIRE AGREEMENT: This AGREEMENT constitutes the entire agreement between  
24 the parties hereto with respect to the subject matter hereof and all prior or  
25 contemporaneous agreements of any kind or nature relating to the same shall be  
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27  
28

1 deemed to be merged herein. Any modifications to the terms of this AGREEMENT  
2 must be in writing and signed by the parties herein.

3 25. SURVIVABILITY OF TERMS: Provisions of this AGREEMENT that are not fully  
4 performed or are not capable of being fully performed as of the date of termination will  
5 survive termination of this AGREEMENT.

6 26. NOTICES: All correspondence and notices required or contemplated by this  
7 AGREEMENT shall be delivered to the respective parties at the addresses set forth  
8 below and are deemed submitted one (1) day after their deposit in the United States  
9 Mail, postage prepaid:

10  
11  
12 COUNTY

DACE

13 John Aguilar  
14 Deputy Director, Housing  
15 Economic Development Agency  
16 5555 Arlington Avenue  
17 Riverside, CA 92504

18 Carlos Cueva  
19 Interim Executive Director  
20 DACE  
21 53-990 Enterprise Way, Suite 1  
22 Coachella, CA 92236


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

3 County of Riverside, a political subdivision  
4 of the State of California

Desert Alliance for Community  
Empowerment ("DACE"), a California  
nonprofit corporation

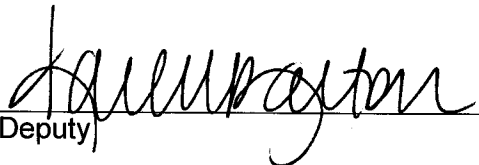
5  
6   
7 Jeff Stone, Chairman  
Board of Supervisors

NOV 04 2014  
Date

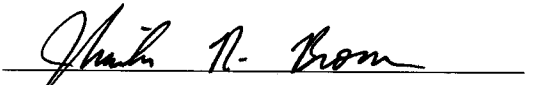
  
Carlos Cueva  
Interim Executive Director

.10.17.2014  
Date

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10  
11  
12  
13  
14 ATTEST:  
15 KECIA HARPER-IHEM  
16 Clerk of the Board

17   
18 Deputy

19  
20 Approved as to Form  
21 Gregory P. Priamos  
County Counsel

22  
23   
24 Jhaila R. Brown, Deputy County Counsel



**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** GARRY W. RANT

**Address:** \_\_\_\_\_  
(only if follow-up mail response requested)

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Agenda #** 3-7

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

\_\_\_\_\_ **Support**    ~~\_\_\_\_\_ **Oppose**~~    \_\_\_\_\_ **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

\_\_\_\_\_ **Support**    \_\_\_\_\_ **Oppose**    \_\_\_\_\_ **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Holmstrom

**Address:** \_\_\_\_\_  
(only if follow-up mail response requested)

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Agenda #** 3-7

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

\_\_\_\_\_ **Support**    \_\_\_\_\_ **Oppose**    \_\_\_\_\_ **Neutral**

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for "Appeal", please state separately your position on  
the appeal below:

\_\_\_\_\_ **Support**    \_\_\_\_\_ **Oppose**    \_\_\_\_\_ **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

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