

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 10/16/14

Departmental Concurrence

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

132



FROM: Economic Development Agency

SUBMITTAL DATE:
 October 23, 2014

SUBJECT: Coachella Valley Economic Partnership – Approval of Professional Services Agreements for Economic Development Services in the Coachella Valley, District 4/District 4, [\$100,000], EDA-Economic Development (100%)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Services Agreement by and between the County of Riverside and the Coachella Valley Economic Partnership for fiscal year 2013/14 in the amount of \$50,000;
2. Approve the Professional Services Agreement by and between the County of Riverside and the Coachella Valley Economic Partnership for fiscal year 2014/15 in the amount of \$50,000;
3. Direct Assistant County Executive Officer/EDA or his designee to administer and implement the 2013/14 and 2014/15 Professional Services Agreements in accordance with applicable Board policies; and

(Continued)

Robert Field

Robert Field
 Assistant County Executive Officer/EDA

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Esteban Hernandez*
 DATE: 10/23/14

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 100,000	\$ 0	\$ 100,000	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 100,000	\$ 0	\$ 100,000	\$ 0	

SOURCE OF FUNDS:
 EDA-Economic Development (100%)

Budget Adjustment: No
 For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Rohini Dasika*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, 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: *Kecia Harper-Ihem*
 Deputy

A-30
 4/5 Vote
 Positions Added
 Change Order

Prev. Agn. Ref.: | District: 4/4 | Agenda Number:

3-10

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

Economic Development Agency

FORM 11: Coachella Valley Economic Partnership – Approval of Professional Services Agreements for

Economic Development Services in the Coachella Valley, District 4/District 4, [\$100,000], EDA-Econ. Dvpt(100%)

DATE: October 23, 2014

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RECOMMENDED MOTION: (Continued)

4. Authorize the Chairman of the Board of Supervisors to execute the attached Professional Services Agreement for fiscal year 2013/14 and the attached Professional Services Agreement for fiscal year 2014/15.

BACKGROUND:

Summary

The Coachella Valley Economic Partnership (CVEP) is a regional economic development organization providing economic and workforce development services in the Coachella Valley. CVEP is a partnership of school districts, higher education providers, utility service providers, the private sector, the nine cities of the Coachella Valley, and the County of Riverside.

The County of Riverside and CVEP have a long history of collaboration that has benefited the entire Coachella Valley. The proposed 2013/14 and 2014/15 Fiscal Year Professional Services Agreements (Agreements) which are attached will ensure that the beneficial partnerships developed over many years will continue. Through the Agreements CVEP will undertake economic development services to meet the goals of the County's Economic Development Plan designed to increase jobs, wages and capital investment in the county. CVEP will continue working on attracting new businesses, assisting businesses relocating to Coachella Valley, and assisting existing businesses expanding their current operations.

The 2013/14 fiscal year Professional Services Agreement was not brought to the Board for execution last fiscal year because the County's Economic Development Agency (EDA) was in the process of conducting an analysis regarding the return on investment to the County from the CVEP partnership and it took some time to obtain and review necessary documents. All the requested documentation has been provided by CVEP and EDA is satisfied that funds are being utilized by CVEP in an appropriate manner. In addition, the 2014/15 fiscal year Professional Services Agreement has also been brought to the Board for consideration. The 2014/15 Professional Services Agreement has been reviewed and negotiated by CVEP and EDA staff and requires a line item budget from CVEP be provided to the County that will provide a comfortable level of transparency in regard to its budget. Both Agreements have been reviewed and approved as to form by County Counsel. Staff recommends the Board ratify and approve the 2013/14 fiscal year Professional Services Agreement and approve the 2014/15 fiscal year Professional Services Agreements with CVEP.

Impact on Residents and Businesses

Residents and businesses will benefit from services that will facilitate and provide economic opportunities in the Coachella Valley. The jobs created will assist residents by providing jobs and increased wages in the attracted, relocated or expanded businesses.

SUPPLEMENTAL:

Additional Fiscal Information

The full cost of these agreements will be funded by EDA-Economic Development Funds

Contract History and Price Reasonableness

(Commences on Page 3)

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

Economic Development Agency

FORM 11: Coachella Valley Economic Partnership – Approval of Professional Services Agreements for Economic Development Services in the Coachella Valley, District 4/District 4, [\$100,000], EDA-Economic

DATE: October 23, 2014

Development 100%

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Contract History and Price Reasonableness

The County has entered into yearly agreements with CVEP since its creation in 1994. The County has committed to this funding level and it is reasonable given the services to be provided under the Agreements will cover a large geographic area of unincorporated communities in the Coachella Valley.

Attachment:

2013/14 Fiscal Year Professional Services Agreement

2014/15 Fiscal Year Professional Services Agreement

PROFESSIONAL SERVICE AGREEMENT

for

Economic Development Services in the Coachella Valley

Between

Coachella Valley Economic Partnership

and

County of Riverside



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1 THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered
2 into this 4th day of November, 2014, by and between COACHELLA VALLEY
3 ECONOMIC PARTNERSHIP, a California Nonprofit Public Benefit Corporation ("CVEP"), and
4 the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

5 The parties agree as follows:

6 **1. Description of Services**

7 **1.1** The COUNTY has developed an Economic Development Plan, ("Action Plan")
8 designed to create jobs, increase wages and capital investment in the County of Riverside.
9 CVEP is a regional organization providing economic development services for the Coachella
10 Valley, defined as the unincorporated communities of Bermuda Dunes, Mecca, North Shore,
11 Oasis, Thermal, and Thousand Palms, as well as the cities of Cathedral City, Coachella,
12 Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho
13 Mirage (herein collectively referred to as "Coachella Valley"). COUNTY desires to partner with
14 CVEP to provide economic development services in order to effectuate COUNTY's Action
15 Plan. CVEP shall provide professional economic development services designed to meet the
16 main goals set forth in the Business Plan as outlined and specified in Exhibit A, SCOPE of
17 SERVICES, attached hereto and incorporated by this reference at the not to exceed fee stated
18 in Paragraph 3.1.

19 **1.2** CVEP represents that it has the skills, experience and knowledge necessary to fully
20 and adequately perform under this Agreement and the COUNTY relies upon this representation.
21 CVEP shall perform to the satisfaction of the COUNTY and in conformance and consistent with the
22 highest standards of firms/professionals in the same discipline in the State of California.

23 **1.3** CVEP affirms this it is fully apprised of all of the work to be performed under this
24 Agreement; and CVEP agrees it can properly perform this work at the fee stated in Paragraph 3.1.
25 CVEP is not to perform services or provide products outside of the Agreement, unless by written
26 request by the COUNTY.

27 **1.4** Acceptance by the COUNTY of CVEP'S performance under this Agreement does
28 not operate as a release of CVEP'S responsibility for full compliance with the terms of this

1 Agreement.

2 **2. Term**

3 **2.1** The term of this Agreement shall commence on July 1, 2014 and terminate on
4 June 30, 2015.

5 **3. Compensation**

6 **3.1** The COUNTY shall pay CVEP for the services provided in Section 1.1 and
7 defined in Exhibit A, SCOPE OF SERVICES, the sum of Forty-Five Thousand Dollars
8 (\$45,000). The COUNTY will also provide Five Thousand Dollars (\$5,000) for sponsorship of
9 the 2014 Coachella Valley Annual Economic Summit. Total direct compensation by COUNTY
10 to CVEP shall not exceed Fifty Thousand Dollars (\$50,000), including all expenses. The
11 COUNTY is not responsible for any fees or costs incurred above or beyond the contracted
12 amount. In addition, the COUNTY will provide CVEP indirect funding through In-Kind
13 contribution of \$102,422 to Pathways Program in support of industry councils of staff time and
14 dedicated space at the Indio Workforce Development Center.

15 **3.2** CVEP shall be paid only in accordance with an invoice submitted to COUNTY by
16 CVEP and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of
17 the invoice. Prepare invoices in duplicate. For this Agreement, send the original and duplicate
18 copies of invoices to:

19 Economic Development Agency
20 Attention: Greg Folsom
21 1325 Spruce Street, Suite 110
22 Riverside, California 92507

23 a) Each invoice shall contain a minimum of the following information:
24 invoice number and date; remittance address and an invoice total.

25 b) In accordance with California Government Code Section 926.10,
26 COUNTY is not allowed to pay excess interest and late charges.

27 **3.3** The COUNTY obligation for payment of this Agreement beyond the current
28 fiscal year end is contingent upon and limited by the availability of COUNTY funding from which

1 payment can be made. No legal liability on the part of the COUNTY shall arise for payment
2 beyond June 30 of each calendar year unless funds are made available for such payment. In
3 the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify
4 CVEP in writing; and this Agreement shall be deemed terminated and have no further force
5 and effect.

6 **4. Alteration or Changes to the Agreement**

7 **4.1** The Board of Supervisors is the only authorized COUNTY representative who
8 may at any time, by written order, make alterations to this Agreement. If any such alteration
9 causes an increase or decrease in the cost of, or the time required for the performance under
10 this Agreement, an equitable adjustment shall be made in the Agreement price or delivery
11 schedule, or both, and the Agreement shall be modified by written amendment accordingly.

12 **4.2** Any claim by CVEP for additional payment related to this Agreement shall be
13 made in writing by CVEP within 30 days of when CVEP has or should have notice of any actual
14 or claimed change in the work which results in additional and unanticipated cost to CVEP.

15 **5. Termination**

16 **5.1** COUNTY may terminate this Agreement without cause upon 30 days written
17 notice served upon CVEP stating the extent and effective date of termination.

18 **5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for
19 CVEP's default, if CVEP refuses or fails to comply with the terms of this Agreement or fails to
20 make progress so as to endanger performance and does not immediately cure such failure. In
21 the event of such termination, the COUNTY may proceed with the work in any manner deemed
22 proper by COUNTY.

23 **5.3** After receipt of the notice of termination, CVEP shall:

24 (a) Stop all work under this Agreement on the date specified in the notice of
25 termination; and

26 (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY
27 any materials, reports or other products which, if the Agreement had been completed or
28 continued, would have been required to be furnished to COUNTY.

1 **5.4** After termination, COUNTY shall make payment only for CVEP'S performance
2 up to the date of termination in accordance with this Agreement.

3 **5.5** CVEP's rights under this Agreement shall terminate (except for fees accrued
4 prior to the date of termination) upon dishonesty or a willful or material breach of this
5 Agreement by CVEP; or in the event of CVEP's unwillingness or inability for any reason
6 whatsoever to perform the terms of this Agreement. In such event, CVEP shall not be entitled
7 to any further compensation under this Agreement.

8 **5.6** The rights and remedies of COUNTY provided in this section shall not be
9 exclusive and are in addition to any other rights and remedies provided by law or this
10 Agreement.

11 **6. Quarterly and Annual Reporting**

12 CVEP shall provide the COUNTY with the following:

13 **6.1** An annual report detailing program activities.

14 **6.2** Information on trade shows, conferences, and seminars attended and copies of
15 the brochures or agendas for each event attended, in the form of written notification to
16 COUNTY.

17 **6.3** Information on business clients assisted and job creation, in the form of written
18 notification to COUNTY.

19 **6.4** Line Item Budget for current fiscal year (FY 2014/2015).

20 **6.5** Actual financial statements from 2013/2014 fiscal year.

21 **6.6** Current Staffing Plan.

22 **7. Conduct of CVEP**

23 **7.1** CVEP covenants that it presently has no interest, including, but not limited to,
24 other projects or contracts, and shall not acquire any such interest, direct or indirect, which
25 would conflict in any manner or degree with CVEP's performance under this Agreement.
26 CVEP further covenants that no person or subcontractor having any such interest shall be
27 employed or retained by CVEP under this Agreement. CVEP agrees to inform the COUNTY of
28 all CVEP's interests, if any, which are or may be perceived as incompatible with the COUNTY's

1 interests.

2 **7.2** CVEP shall not, under circumstances which could be interpreted as an attempt
3 to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor
4 from individuals or firms with whom CVEP is doing business or proposing to do business, in
5 accomplishing the work under this Agreement.

6 **7.3** CVEP or its employees shall not offer gifts, gratuity, favors, and entertainment
7 directly or indirectly to COUNTY employees.

8 **8. Inspection of Services**

9 **8.1** All performance shall be subject to inspection by the COUNTY. CVEP shall
10 provide adequate cooperation to COUNTY representative to permit him/her to determine
11 CVEP's conformity with the terms of this Agreement. If any services performed or products
12 provided by CVEP are not in conformance with the terms of this Agreement, the COUNTY shall
13 have the right to require CVEP to perform the services or provide the products in conformance
14 with the terms of the Agreement at no additional cost to the COUNTY. When the services to be
15 performed or the products to be provided are of such nature that the difference cannot be
16 corrected, the COUNTY shall have the right to: (1) require CVEP immediately to take all
17 necessary steps to ensure future performance in conformity with the terms of the Agreement;
18 and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or
19 products provided. The COUNTY may also terminate this Agreement for default and charge to
20 CVEP any costs incurred by the COUNTY because of CVEP's failure to perform.

21 **9. Independent Contractor**

22 **9.1** CVEP is, for purposes relating to this Agreement, an independent contractor
23 and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed
24 that CVEP (including its employees, agents and subcontractors) shall in no event be entitled to
25 any benefits to which COUNTY employees are entitled, including but not limited to overtime,
26 any retirement benefits, worker's compensation benefits, and injury leave or other leave
27 benefits. There shall be no employer-employee relationship between the parties; and CVEP
28 shall hold COUNTY harmless from any and all claims that may be made against COUNTY

1 based upon any contention by a third party that an employer-employee relationship exists by
2 reason of this Agreement. It is further understood and agreed by the parties that CVEP in the
3 performance of this Agreement is subject to the control or direction of COUNTY merely as to
4 the results to be accomplished and not as to the means and methods for accomplishing the
5 results.

6 **10. Subcontract for Work or Services**

7 No contract shall be made by CVEP with any other party for furnishing any of the work
8 or services under this Agreement without the prior written approval of the COUNTY; but this
9 provision shall not require the approval of contracts of employment between CVEP and
10 personnel assigned under this Agreement, or for parties named in the proposal and agreed to
11 under this Agreement.

12 **11. Disputes**

13 **11.1** The parties shall attempt to resolve any disputes amicably at the working level.
14 If that is not successful, the dispute shall be referred to the senior management of the parties.
15 Any dispute relating to this Agreement which is not resolved by the parties shall be decided by
16 the COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The
17 decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless
18 determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary,
19 or so grossly erroneous as necessarily to imply bad faith. CVEP shall proceed diligently with
20 the performance of this Agreement pending the resolution of a dispute.

21 **11.2** Prior to the filing of any legal action related to this Agreement, the parties shall
22 be obligated to attend a mediation session in Riverside County before a neutral third party
23 mediator. A second mediation session shall be required if the first session is not successful.
24 The parties shall share the cost of the mediations.

25 **12. Licensing and Permits**

26 CVEP shall comply with all State or other licensing requirements, including but not
27 limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All
28 licensing requirements shall be met at the time proposals are submitted to the COUNTY. CVEP

1 warrants that it has all necessary permits, approvals, certificates, waivers and exemptions
2 necessary for performance of this Agreement as required by the laws and regulations of the
3 United States, the State of California, the County of Riverside and all other governmental
4 agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

5 **13. Non-Discrimination**

6 CVEP shall not be discriminate in the provision of services, allocation of benefits,
7 accommodation in facilities, or employment of personnel on the basis of ethnic group
8 identification, race, religious creed, color, national origin, ancestry, physical handicap, medical
9 condition, sexual orientation, marital status or sex in the performance of this Agreement; and,
10 to the extent they shall be found to be applicable hereto, shall comply with the provisions of the
11 California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code),
12 the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990
13 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

14 **14. Records and Documents**

15 CVEP shall make available, upon written request by any duly authorized Federal, State
16 or local agency, a copy of this Agreement and such books, documents and records as are
17 necessary to certify the nature and extent of CVEP'S costs related to this Agreement. All such
18 books, documents and records shall be maintained by CVEP for at least five years following
19 termination of this Agreement and be available for audit by the COUNTY. CVEP shall provide
20 to the COUNTY reports and information related to this Agreement as requested by COUNTY.

21 **15. Confidentiality**

22 **15.1** CVEP shall not use for personal gain or make other improper use of privileged
23 or confidential information which is acquired in connection with this Agreement. The term
24 "privileged or confidential information" includes but is not limited to: unpublished or sensitive
25 technological or scientific information; medical, personnel, or security records; anticipated
26 material requirements or pricing/purchasing actions; COUNTY information or data which is not
27 subject to public disclosure; COUNTY operational procedures; and knowledge of selection of
28 contractors, subcontractors or suppliers in advance of official announcement.

1 **15.2** CVEP shall protect from unauthorized disclosure names and other identifying
2 information concerning persons receiving services pursuant to this Agreement, except for
3 general statistical information not identifying any person. CVEP shall not use such information
4 for any purpose other than carrying out CVEP's obligations under this Agreement. CVEP shall
5 promptly transmit to the COUNTY all third party requests for disclosure of such information.
6 CVEP shall not disclose, except as otherwise specifically permitted by this Agreement or
7 authorized in advance in writing by the COUNTY, any such information to anyone other than
8 the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to,
9 name, identifying number, symbol, or other identifying particular assigned to the individual,
10 such as finger or voice print or a photograph.

11 **16. Administration/Contract Liaison**

12 The Assistant County Executive Officer of the Economic Development Agency/Facilities
13 Management, or designee, shall administer this Agreement on behalf of the COUNTY.

14 **17. Notices**

15 All correspondence and notices required or contemplated by this Agreement shall be
16 delivered to the respective parties at the addresses set forth below and are deemed submitted
17 two days after their deposit in the United States mail, postage prepaid:

<u>COUNTY OF RIVERSIDE</u>	<u>CVEP</u>
Heidi Marshall	Thomas Flavin
Assistant Director	President/CEO
Economic Development Agency	Coachella Valley Economic Partnership
3403 Tenth Street, Suite 500	3111 East Tahquitz Way.
Riverside, California 92501	Palm Springs, CA 92262

24 **18. Force Majeure**

25 If either party is unable to comply with any provision of this Agreement due to causes
26 beyond its reasonable control, and which could not have been reasonably anticipated, such as
27 acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable
28 for such failure to comply.

1 **19. EDD Reporting Requirements**

2 In order to comply with child support enforcement requirements of the State of California,
3 the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to
4 the Employment Development Department ("EDD"). CVEP agrees to furnish the required data
5 and certifications to the COUNTY within 10 days of notification of award of Agreement when
6 required by the EDD. This data will be transmitted to governmental agencies charged with the
7 establishment and enforcement of child support orders. Failure of CVEP to timely submit the
8 data and/or certificates required may result in the contract being award to another consultant. In
9 the event a contract has been issued, failure of CVEP to comply with all federal and state
10 reporting requirements for child support enforcement or to comply with all lawfully served Wage
11 and Earnings Assignments Orders and Notice of Assignment shall constitute a material breach
12 of Agreement. If CVEP has any questions concerning this reporting requirement, please call
13 (916) 657-0529. CVEP should also contact is local Employment Tax Customer Service Office
14 listed in the telephone directory in the State Government section under "Employment
15 Development Department" or access their Internet site at www.edd.ca.gov.

16 **20. Hold Harmless/Indemnification**

17 **20.1** CVEP shall indemnify and hold harmless the County of Riverside, its Agencies,
18 Districts, Special Districts and Departments, their respective directors, officers, Board of
19 Supervisors, elected and appointed officials, employees, agents and representatives from any
20 liability, claim, damage or action whatsoever, based or asserted upon any act or omission of
21 CVEP, its officers, employees, subcontractors, agents or representatives arising out of or in
22 any way relating to this Agreement, including but not limited to property damage, bodily injury,
23 or death. CVEP shall defend, at its sole cost and expense, including but not limited to attorney
24 fees, cost of investigation, defense and settlements or awards, the County of Riverside, its
25 Agencies, Districts, Special Districts and Departments, their respective directors, officers,
26 Board of Supervisors, elected and appointed officials, employees, agents and representatives
27 in any such action or claim. With respect to any action or claim subject to indemnification
28 herein by CVEP, CVEP shall, at its sole cost, have the right to use counsel of its own choice

1 and shall have the right to adjust, settle, or compromise any such action or claim without the
2 prior consent of COUNTY; provided, however, that any such adjustment, settlement or
3 compromise in no manner whatsoever limits or circumscribes CVEP's indemnification of
4 COUNTY. CVEP's obligations hereunder shall be satisfied when CVEP has provided to
5 COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from
6 any liability for the action or claim involved. The specified insurance limits required in this
7 Agreement shall in no way limit or circumscribe CVEP's obligations to indemnify and hold
8 harmless the COUNTY.

9 **20.2** In the event there is conflict between this clause and California Civil Code
10 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
11 interpretation shall not relieve CVEP from indemnifying the COUNTY to the fullest extent
12 allowed by law.

13 **21. Insurance**

14 Without limiting or diminishing CVEP's obligation to indemnify or hold the COUNTY
15 harmless, CVEP shall procure and maintain or cause to be maintained, at its sole cost and
16 expense, the following insurance coverages during the term of this Agreement:

17 **21.1 Workers' Compensation**

18 If CVEP has employees as defined by the State of California, CVEP shall maintain
19 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the
20 State of California. The Policy shall include Employers' Liability (Coverage B) including
21 Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy
22 shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to
23 provide a Borrowed Servant/Alternate Employer Endorsement.

24 **21.2 Commercial General Liability**

25 Commercial General Liability insurance coverage, including but not limited to, premises
26 liability, contractual liability, products and completed operations liability, personal and
27 advertising injury covering claims which may arise from or out of CVEP's performance of its
28 obligations hereunder. The Policy shall name all Agencies, Districts, Special Districts, and

1 Departments of the COUNTY of Riverside, their respective directors, officers, Board of
2 Supervisors, employees, elected or appointed officials, agents or representatives as Additional
3 Insureds. The Policy's limit of liability shall not be less than **\$1,000,000** per occurrence
4 combined single limit. If such insurance contains a general aggregate limit, it shall apply
5 separately to this agreement or be no less than two (2) times the occurrence limit.

6 **21.3 Vehicle Liability**

7 If CVEP's vehicles or mobile equipment are used in the performance of the obligations
8 under this Agreement, then CVEP shall maintain liability insurance for all owned, non-owned or
9 hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single
10 limit. If such insurance contains a general aggregate limit, it shall apply separately to this
11 agreement or be no less than two (2) times the occurrence limit. Policy shall name all
12 Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their
13 respective directors, officers, Board of Supervisors, employees, elected or appointed officials,
14 agents or representatives as Additional Insureds.

15 **21.4 Professional Liability Insurance**

16 CVEP shall maintain Professional Liability Insurance providing coverage for CVEP'S
17 performance of work included within this Agreement, with a limit of liability of not less than
18 **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CVEP's Professional Liability
19 Insurance is written on a claims made basis rather than an occurrence basis, such insurance
20 shall continue through the term of this Agreement and CVEP shall purchase at his sole
21 expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2)
22 Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to,
23 the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CVEP
24 has Maintained continuous coverage with the same or original insurer. Coverage provided
25 under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this
26 Agreement.

27 **21.5 General Insurance Provisions - All lines**

28 a) Any insurance carrier providing insurance coverage hereunder shall be

1 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)
2 unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the
3 COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only
4 valid for that specific insurer and only for one policy term.

5 b) CVEP's insurance carrier(s) must declare its insurance deductibles or
6 self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per
7 occurrence such deductibles and/or retentions shall have the prior written consent of the
8 COUNTY Risk Manager before the commencement of operations under this Agreement. Upon
9 notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the
10 election of the Country's Risk Manager, CVEP'S carriers shall either; 1) reduce or eliminate
11 such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or
12 2) procure a bond which guarantees payment of losses and related investigations, claims
13 administration, and defense costs and expenses.

14 c) CVEP shall cause CVEP'S insurance carrier(s) to furnish the COUNTY
15 of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified
16 original copies of Endorsements effecting coverage as required herein, or 2) if requested to do
17 so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of
18 policies including all Endorsements and all attachments thereto, showing such insurance is in
19 full force and effect. Further, said Certificate(s) and policies of insurance shall contain the
20 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the
21 COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in
22 coverage of such insurance. In the event of a material modification, cancellation, expiration, or
23 reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of
24 Riverside receives, prior to such effective date, another properly executed original Certificate of
25 Insurance and original copies of endorsements or certified original policies, including all
26 endorsements and attachments thereto evidencing coverage's set forth herein and the
27 insurance required herein is in full force and effect. CVEP ***shall not commence operations***
28 ***until the COUNTY has been furnished original Certificate (s) of Insurance and certified***

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

5 d) It is understood and agreed to by the parties hereto and the insurance
6 company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be
7 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-
8 insured retention's or self-insured programs shall not be construed as contributory.

9 e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this
10 Agreement or any extension thereof, there is a material change in the scope of services; or,
11 there is a material change in the equipment to be used in the performance of the scope of work
12 (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of
13 insurance required under this Agreement and the monetary limits of liability for the insurance
14 coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment,
15 the amount or type of insurance carried by CVEP has become inadequate.

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

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

20 **22. General**

21 **22.1** CVEP shall not delegate or assign any interest in this Agreement, whether by
22 operation of law or otherwise, without the prior written consent of COUNTY.

23 **22.2** Any waiver by COUNTY of any breach of any one or more of the terms of this
24 Agreement shall not be construed to be a waiver of any subsequent or other breach of the
25 same or of any other term of this Agreement. Failure on the part of COUNTY to require exact,
26 full and complete compliance with any terms of this Agreement shall not be construed as in any
27 manner changing the terms or preventing COUNTY from enforcement of the terms of this
28 Agreement.

1 **22.3** In the event CVEP receives payment under this Agreement which is later
2 disallowed by COUNTY for nonconformance with the terms of the Agreement, CVEP shall
3 promptly refund the disallowed amount to the COUNTY on request; or at its option the
4 COUNTY may offset the amount disallowed from any payment due to CVEP.

5 **22.4** CVEP shall not provide partial delivery or shipment of services or products
6 unless specifically stated in the Agreement.

7 **22.5** The COUNTY agrees to cooperate with CVEP in CVEP'S performance under
8 this Agreement, including, if stated in the Agreement, providing CVEP with reasonable facilities
9 and timely access to COUNTY data, information and personnel.

10 **22.6** CVEP shall comply with all applicable Federal, State and local laws and
11 regulations. CVEP will comply with all applicable COUNTY policies and procedures. In the
12 event that there is a conflict between the various laws or regulations that may apply, CVEP
13 shall comply with the more restrictive law or regulation.

14 **22.7** CVEP shall comply with all requirements of the Occupational Safety and Health
15 Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and
16 the State of California (Cal/OSHA).

17 **22.8** This Agreement shall be governed by the laws of the State of California. Any
18 legal action related to the performance or interpretation of this Agreement shall be filed only in
19 the Superior Court of the State of California located in Riverside, California, and the parties
20 waive any provision of law providing for a change of venue to another location. In the event
21 any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void,
22 or unenforceable, the remaining provisions will nevertheless continue in full force without being
23 impaired or invalidated in any way.

24 **22.9.** This Agreement, including any attachments or exhibits, constitutes the entire
25 Agreement of the parties with respect to its subject matter and supersedes all prior and
26 contemporaneous representations, proposals, discussions and communications, whether oral
27 or in writing. This Agreement may be changed or modified only by a written amendment
28 signed by authorized representatives of both parties.

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

3
4 COUNTY OF RIVERSIDE, a political
5 subdivision of the State of California

COACHELLA VALLEY
ECONOMIC PARTNERSHIP, a California
non-profit public benefit corporation

6
7 By: Jeff Stone
8 Jeff Stone, Chairman
Board of Supervisors

By: Thomas Flavin
Thomas Flavin
Chief Executive Officer

9
10 Dated: NOV 04 2014

Dated: 9/10/14

11 ATTEST:
12 Kecia Harper-Ihem
13 Clerk of the Board

14 By: Kecia Harper-Ihem
15 Deputy

16 APPROVED AS TO FORM:
17 Gregory P. Priamos
18 County Counsel

19 By: Jhafia R. Brown
20 Jhafia R. Brown,
Deputy County Counsel

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1 **EXHIBIT A**

2 **SCOPE OF SERVICES**

3 The Coachella Valley Economic Partnership (CVEP) shall provide to the County of
4 Riverside professional economic development services designed to meet the main
5 goals in the County Economic Development Action Plan, the Coachella Valley
6 Economic Blueprint and the specific Business Plan as listed below:

7

Metric	Description	Value
Lead generation	New business contacts	150
Company Client Cases Opened	Companies that CVEP have opened a client file on and have performed some type of work including research, financing, introductions, etc.	35
Companies Adding/Retaining Jobs	Client companies that have added or retained jobs	25
Total – New Direct Jobs	New jobs that have been created by CVEP’s clients	400
Total – Retained Direct Jobs	Jobs that have been retained in the community as a result of the efforts of CVEP to assist the company that may have otherwise relocated or closed	200
Total – Indirect Jobs	Jobs that are created as a result of the direct new hires. Using an industry standard multiplier for the Coachella Valley, this is calculated by multiplying direct jobs by the	280

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	industry multiplier	
Total Jobs: Direct, Indirect, Retained	A total of all direct, indirect and retained jobs in the region by CVEP's clients during the reporting period.	880
Regional Economic Impact (IMPLAN)	The regional economic impact CVEP's clients have based on using the IMPLAN model and job creation numbers. IMPLAN is a nationally recognized input/output model for determining impact of an economic activity.	120 million
Career-Themed Program Participants	These are generally CVEP's local pipeline students who have participated in a CVEP career theme project, internship, mentor, or job shadow	2500
Business Partner Hours Volunteered	These are the number of CVEP business partner hours who volunteer to support the CVEP career themed programs	5000
College Scholarship Awarded-FY14	These are CVEP Scholars. Student who apply to CVEP and are awarded 2-4 year scholarships in programs that align with our industry cluster development goals	250
Total College Scholarship Dollars	The total number of scholarship dollars awarded annually to the CVEP Scholars.	1.5 million

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FAFSA completion increment by	The increase in the percentage of students in all three School Districts in the Coachella Valley that complete the Free Application For Federal Student Aid. CVEP facilitates a fundraiser and competition between the schools. CVEP coordinated with all schools to increase awareness. A measurement of college going rates.	5%
Other Financial Aid Assistance Pool	Access to funding by students through increased participation in the FAFSA. A requirement for the CVEP scholarship program. Pell grants, other scholarships, student loans, grants etc.	8.3 million
CV Incubator Clients	CVEP is home to the Coachella Valley Innovation Hub. This is one of 12 designated in the state and the only one in Riverside County. The goal is to incubate Clean-technology companies preparing them for the commercial market and creating new direct job positions. CVEP will incubate 9 companies.	9
Accelerator Campus Clients	The new Accelerator campus opened in Q4 FY 2013 will allow incubator clients the opportunity to assemble, produce, manufacture and design	3

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	new products in the 3.5 acre Technology Accelerator Campus. CVEP will incubate 3 companies.	
SBDC Contract	CVEP is host to the Coachella Valley Small Business Development Center. Funded partially by the Federal Small Business Association, CVEP plans to contract with the SBA for a minimum of 120,000 and is required to cash match that amount 100%	\$120,000

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PROFESSIONAL SERVICE AGREEMENT

for

Economic Development Services in the Coachella Valley

Between

Coachella Valley Economic Partnership

and

County of Riverside



1 THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered
2 into this 4th day of November, 2014, by and between COACHELLA VALLEY
3 ECONOMIC PARTNERSHIP, a California Nonprofit Public Benefit Corporation ("CVEP"), and
4 the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

5 The parties agree as follows:

6 **1. Description of Services**

7 **1.1** The COUNTY has developed an Economic Development Plan, ("Action Plan")
8 designed to create jobs, increase wages and capital investment in the County of Riverside.
9 CVEP is a regional organization providing economic development services for the Coachella
10 Valley, defined as the unincorporated communities of Bermuda Dunes, Mecca, North Shore,
11 Oasis, Thermal, and Thousand Palms, as well as the cities of Cathedral City, Coachella,
12 Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho
13 Mirage (herein collectively referred to as "Coachella Valley"). COUNTY desires to partner with
14 CVEP to provide economic development services in order to effectuate COUNTY's Action
15 Plan. CVEP shall provide professional economic development services designed to meet the
16 main goals set forth in the Business Plan as outlined and specified in Exhibit A, SCOPE OF
17 SERVICES, attached hereto and incorporated by this reference at the not to exceed fee stated
18 in Paragraph 3.1.

19 **1.2** CVEP represents that it has the skills, experience and knowledge necessary to fully
20 and adequately perform under this Agreement and the COUNTY relies upon this representation.
21 CVEP shall perform to the satisfaction of the COUNTY and in conformance and consistent with the
22 highest standards of firms/professionals in the same discipline in the State of California.

23 **1.3** CVEP affirms this it is fully apprised of all of the work to be performed under this
24 Agreement; and CVEP agrees it can properly perform this work at the fee stated in Paragraph 3.1.
25 CVEP is not to perform services or provide products outside of the Agreement, unless by written
26 request by the COUNTY.

27 **1.4** Acceptance by the COUNTY of CVEP'S performance under this Agreement does
28 not operate as a release of CVEP'S responsibility for full compliance with the terms of this

1 Agreement.

2 **2. Term**

3 **2.1** The term of this Agreement shall commence on July 1, 2013 and terminate on
4 June 30, 2014.

5 **3. Compensation**

6 **3.1** The COUNTY shall pay CVEP for the services provided in Section 1.1 and
7 defined in Exhibit A, SCOPE OF SERVICES, the sum of Fifty Thousand Dollars (\$50,000).
8 Total direct compensation by COUNTY to CVEP shall not exceed Fifty Thousand Dollars
9 (\$50,000), including all expenses. The COUNTY is not responsible for any fees or costs
10 incurred above or beyond the contracted amount. In addition, the COUNTY will provide CVEP
11 indirect funding through In-Kind contribution of \$102,422 to Pathways Program in support of
12 industry councils of staff time and dedicated space at the Indio Workforce Development Center.

13 **3.2** CVEP shall be paid only in accordance with an invoice submitted to COUNTY by
14 CVEP and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of
15 the invoice. Prepare invoices in duplicate. For this Agreement, send the original and duplicate
16 copies of invoices to:

17 Economic Development Agency

18 Attention: Greg Folsom

19 1325 Spruce Street, Suite 110

20 Riverside, California 92507

21 a) Each invoice shall contain a minimum of the following information:
22 invoice number and date; remittance address and an invoice total.

23 b) In accordance with California Government Code Section 926.10,
24 COUNTY is not allowed to pay excess interest and late charges.

25 **3.3** The COUNTY obligation for payment of this Agreement beyond the current
26 fiscal year end is contingent upon and limited by the availability of COUNTY funding from which
27 payment can be made. No legal liability on the part of the COUNTY shall arise for payment
28 beyond June 30 of each calendar year unless funds are made available for such payment. In

1 the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify
2 CVEP in writing; and this Agreement shall be deemed terminated and have no further force
3 and effect.

4 **4. Alteration or Changes to the Agreement**

5 **4.1** The Board of Supervisors is the only authorized COUNTY representative who
6 may at any time, by written order, make alterations to this Agreement. If any such alteration
7 causes an increase or decrease in the cost of, or the time required for the performance under
8 this Agreement, an equitable adjustment shall be made in the Agreement price or delivery
9 schedule, or both, and the Agreement shall be modified by written amendment accordingly.

10 **4.2** Any claim by CVEP for additional payment related to this Agreement shall be
11 made in writing by CVEP within 30 days of when CVEP has or should have notice of any actual
12 or claimed change in the work which results in additional and unanticipated cost to CVEP.

13 **5. Termination**

14 **5.1** COUNTY may terminate this Agreement without cause upon 30 days written
15 notice served upon CVEP stating the extent and effective date of termination.

16 **5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for
17 CVEP's default, if CVEP refuses or fails to comply with the terms of this Agreement or fails to
18 make progress so as to endanger performance and does not immediately cure such failure. In
19 the event of such termination, the COUNTY may proceed with the work in any manner deemed
20 proper by COUNTY.

21 **5.3** After receipt of the notice of termination, CVEP shall:

22 (a) Stop all work under this Agreement on the date specified in the notice of
23 termination; and

24 (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY
25 any materials, reports or other products which, if the Agreement had been completed or
26 continued, would have been required to be furnished to COUNTY.

27 **5.4** After termination, COUNTY shall make payment only for CVEP'S performance
28 up to the date of termination in accordance with this Agreement.

1 **5.5** CVEP's rights under this Agreement shall terminate (except for fees accrued
2 prior to the date of termination) upon dishonesty or a willful or material breach of this
3 Agreement by CVEP; or in the event of CVEP's unwillingness or inability for any reason
4 whatsoever to perform the terms of this Agreement. In such event, CVEP shall not be entitled
5 to any further compensation under this Agreement.

6 **5.6** The rights and remedies of COUNTY provided in this section shall not be
7 exclusive and are in addition to any other rights and remedies provided by law or this
8 Agreement.

9 **6. Quarterly and Annual Reporting**

10 CVEP shall provide the COUNTY with the following:

11 **6.1** An annual report detailing program activities.

12 **6.2** Information on trade shows, conferences, and seminars attended and copies of
13 the brochures or agendas for each event attended, in the form of written notification to
14 COUNTY.

15 **6.3** Information on business clients assisted and job creation, in the form of written
16 notification to COUNTY.

17 **6.4** Line Item Budget for current fiscal year (FY 2014/2015).

18 **6.5** Actual financial statements from 2013/2014 fiscal year.

19 **6.6** Current Staffing Plan.

20 **7. Conduct of CVEP**

21 **7.1** CVEP covenants that it presently has no interest, including, but not limited to,
22 other projects or contracts, and shall not acquire any such interest, direct or indirect, which
23 would conflict in any manner or degree with CVEP's performance under this Agreement.
24 CVEP further covenants that no person or subcontractor having any such interest shall be
25 employed or retained by CVEP under this Agreement. CVEP agrees to inform the COUNTY of
26 all CVEP's interests, if any, which are or may be perceived as incompatible with the COUNTY's
27 interests.

28 **7.2** CVEP shall not, under circumstances which could be interpreted as an attempt

1 to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor
2 from individuals or firms with whom CVEP is doing business or proposing to do business, in
3 accomplishing the work under this Agreement.

4 **7.3** CVEP or its employees shall not offer gifts, gratuity, favors, and entertainment
5 directly or indirectly to COUNTY employees.

6 **8. Inspection of Services**

7 **8.1** All performance shall be subject to inspection by the COUNTY. CVEP shall
8 provide adequate cooperation to COUNTY representative to permit him/her to determine
9 CVEP's conformity with the terms of this Agreement. If any services performed or products
10 provided by CVEP are not in conformance with the terms of this Agreement, the COUNTY shall
11 have the right to require CVEP to perform the services or provide the products in conformance
12 with the terms of the Agreement at no additional cost to the COUNTY. When the services to be
13 performed or the products to be provided are of such nature that the difference cannot be
14 corrected, the COUNTY shall have the right to: (1) require CVEP immediately to take all
15 necessary steps to ensure future performance in conformity with the terms of the Agreement;
16 and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or
17 products provided. The COUNTY may also terminate this Agreement for default and charge to
18 CVEP any costs incurred by the COUNTY because of CVEP's failure to perform.

19 **9. Independent Contractor**

20 **9.1** CVEP is, for purposes relating to this Agreement, an independent contractor
21 and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed
22 that CVEP (including its employees, agents and subcontractors) shall in no event be entitled to
23 any benefits to which COUNTY employees are entitled, including but not limited to overtime,
24 any retirement benefits, worker's compensation benefits, and injury leave or other leave
25 benefits. There shall be no employer-employee relationship between the parties; and CVEP
26 shall hold COUNTY harmless from any and all claims that may be made against COUNTY
27 based upon any contention by a third party that an employer-employee relationship exists by
28 reason of this Agreement. It is further understood and agreed by the parties that CVEP in the

1 performance of this Agreement is subject to the control or direction of COUNTY merely as to
2 the results to be accomplished and not as to the means and methods for accomplishing the
3 results.

4 **10. Subcontract for Work or Services**

5 No contract shall be made by CVEP with any other party for furnishing any of the work
6 or services under this Agreement without the prior written approval of the COUNTY; but this
7 provision shall not require the approval of contracts of employment between CVEP and
8 personnel assigned under this Agreement, or for parties named in the proposal and agreed to
9 under this Agreement.

10 **11. Disputes**

11 **11.1** The parties shall attempt to resolve any disputes amicably at the working level.
12 If that is not successful, the dispute shall be referred to the senior management of the parties.
13 Any dispute relating to this Agreement which is not resolved by the parties shall be decided by
14 the COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The
15 decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless
16 determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary,
17 or so grossly erroneous as necessarily to imply bad faith. CVEP shall proceed diligently with
18 the performance of this Agreement pending the resolution of a dispute.

19 **11.2** Prior to the filing of any legal action related to this Agreement, the parties shall
20 be obligated to attend a mediation session in Riverside County before a neutral third party
21 mediator. A second mediation session shall be required if the first session is not successful.
22 The parties shall share the cost of the mediations.

23 **12. Licensing and Permits**

24 CVEP shall comply with all State or other licensing requirements, including but not
25 limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All
26 licensing requirements shall be met at the time proposals are submitted to the COUNTY. CVEP
27 warrants that it has all necessary permits, approvals, certificates, waivers and exemptions
28 necessary for performance of this Agreement as required by the laws and regulations of the

1 United States, the State of California, the County of Riverside and all other governmental
2 agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

3 **13. Non-Discrimination**

4 CVEP shall not be discriminate in the provision of services, allocation of benefits,
5 accommodation in facilities, or employment of personnel on the basis of ethnic group
6 identification, race, religious creed, color, national origin, ancestry, physical handicap, medical
7 condition, sexual orientation, marital status or sex in the performance of this Agreement; and,
8 to the extent they shall be found to be applicable hereto, shall comply with the provisions of the
9 California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code),
10 the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990
11 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

12 **14. Records and Documents**

13 CVEP shall make available, upon written request by any duly authorized Federal, State
14 or local agency, a copy of this Agreement and such books, documents and records as are
15 necessary to certify the nature and extent of CVEP'S costs related to this Agreement. All such
16 books, documents and records shall be maintained by CVEP for at least five years following
17 termination of this Agreement and be available for audit by the COUNTY. CVEP shall provide
18 to the COUNTY reports and information related to this Agreement as requested by COUNTY.

19 **15. Confidentiality**

20 **15.1** CVEP shall not use for personal gain or make other improper use of privileged
21 or confidential information which is acquired in connection with this Agreement. The term
22 "privileged or confidential information" includes but is not limited to: unpublished or sensitive
23 technological or scientific information; medical, personnel, or security records; anticipated
24 material requirements or pricing/purchasing actions; COUNTY information or data which is not
25 subject to public disclosure; COUNTY operational procedures; and knowledge of selection of
26 contractors, subcontractors or suppliers in advance of official announcement.

27 **15.2** CVEP shall protect from unauthorized disclosure names and other identifying
28 information concerning persons receiving services pursuant to this Agreement, except for

1 general statistical information not identifying any person. CVEP shall not use such information
2 for any purpose other than carrying out CVEP's obligations under this Agreement. CVEP shall
3 promptly transmit to the COUNTY all third party requests for disclosure of such information.
4 CVEP shall not disclose, except as otherwise specifically permitted by this Agreement or
5 authorized in advance in writing by the COUNTY, any such information to anyone other than
6 the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to,
7 name, identifying number, symbol, or other identifying particular assigned to the individual,
8 such as finger or voice print or a photograph.

9 **16. Administration/Contract Liaison**

10 The Assistant County Executive Officer of the Economic Development Agency/Facilities
11 Management, or designee, shall administer this Agreement on behalf of the COUNTY.

12 **17. Notices**

13 All correspondence and notices required or contemplated by this Agreement shall be
14 delivered to the respective parties at the addresses set forth below and are deemed submitted
15 two days after their deposit in the United States mail, postage prepaid:

16	<u>COUNTY OF RIVERSIDE</u>	<u>CVEP</u>
17	Heidi Marshall	Thomas Flavin
18	Assistant Director	President/CEO
19	Economic Development Agency	Coachella Valley Economic Partnership
20	3403 Tenth Street, Suite 500	3111 East Tahquitz Way.
21	Riverside, California 92501	Palm Springs, CA 92262

22 **18. Force Majeure**

23 If either party is unable to comply with any provision of this Agreement due to causes
24 beyond its reasonable control, and which could not have been reasonably anticipated, such as
25 acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable
26 for such failure to comply.

27 **19. EDD Reporting Requirements**

28 In order to comply with child support enforcement requirements of the State of California,

1 the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to
2 the Employment Development Department ("EDD"). CVEP agrees to furnish the required data
3 and certifications to the COUNTY within 10 days of notification of award of Agreement when
4 required by the EDD. This data will be transmitted to governmental agencies charged with the
5 establishment and enforcement of child support orders. Failure of CVEP to timely submit the
6 data and/or certificates required may result in the contract being award to another consultant. In
7 the event a contract has been issued, failure of CVEP to comply with all federal and state
8 reporting requirements for child support enforcement or to comply with all lawfully served Wage
9 and Earnings Assignments Orders and Notice of Assignment shall constitute a material breach
10 of Agreement. If CVEP has any questions concerning this reporting requirement, please call
11 (916) 657-0529. CVEP should also contact is local Employment Tax Customer Service Office
12 listed in the telephone directory in the State Government section under "Employment
13 Development Department" or access their Internet site at www.edd.ca.gov.

14 **20. Hold Harmless/Indemnification**

15 **20.1** CVEP shall indemnify and hold harmless the County of Riverside, its Agencies,
16 Districts, Special Districts and Departments, their respective directors, officers, Board of
17 Supervisors, elected and appointed officials, employees, agents and representatives from any
18 liability, claim, damage or action whatsoever, based or asserted upon any act or omission of
19 CVEP, its officers, employees, subcontractors, agents or representatives arising out of or in
20 any way relating to this Agreement, including but not limited to property damage, bodily injury,
21 or death. CVEP shall defend, at its sole cost and expense, including but not limited to attorney
22 fees, cost of investigation, defense and settlements or awards, the County of Riverside, its
23 Agencies, Districts, Special Districts and Departments, their respective directors, officers,
24 Board of Supervisors, elected and appointed officials, employees, agents and representatives
25 in any such action or claim. With respect to any action or claim subject to indemnification
26 herein by CVEP, CVEP shall, at its sole cost, have the right to use counsel of its own choice
27 and shall have the right to adjust, settle, or compromise any such action or claim without the
28 prior consent of COUNTY; provided, however, that any such adjustment, settlement or

1 compromise in no manner whatsoever limits or circumscribes CVEP's indemnification of
2 COUNTY. CVEP's obligations hereunder shall be satisfied when CVEP has provided to
3 COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from
4 any liability for the action or claim involved. The specified insurance limits required in this
5 Agreement shall in no way limit or circumscribe CVEP's obligations to indemnify and hold
6 harmless the COUNTY.

7 **20.2** In the event there is conflict between this clause and California Civil Code
8 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
9 interpretation shall not relieve CVEP from indemnifying the COUNTY to the fullest extent
10 allowed by law.

11 **21. Insurance**

12 Without limiting or diminishing CVEP's obligation to indemnify or hold the COUNTY
13 harmless, CVEP shall procure and maintain or cause to be maintained, at its sole cost and
14 expense, the following insurance coverages during the term of this Agreement:

15 **21.1 Workers' Compensation**

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

22 **21.2 Commercial General Liability**

23 Commercial General Liability insurance coverage, including but not limited to, premises
24 liability, contractual liability, products and completed operations liability, personal and
25 advertising injury covering claims which may arise from or out of CVEP's performance of its
26 obligations hereunder. The Policy shall name all Agencies, Districts, Special Districts, and
27 Departments of the COUNTY of Riverside, their respective directors, officers, Board of
28 Supervisors, employees, elected or appointed officials, agents or representatives as Additional

1 Insureds. The Policy's limit of liability shall not be less than **\$1,000,000** per occurrence
2 combined single limit. If such insurance contains a general aggregate limit, it shall apply
3 separately to this agreement or be no less than two (2) times the occurrence limit.

4 **21.3 Vehicle Liability**

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

13 **21.4 Professional Liability Insurance**

14 CVEP shall maintain Professional Liability Insurance providing coverage for CVEP'S
15 performance of work included within this Agreement, with a limit of liability of not less than
16 **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CVEP's Professional Liability
17 Insurance is written on a claims made basis rather than an occurrence basis, such insurance
18 shall continue through the term of this Agreement and CVEP shall purchase at his sole
19 expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2)
20 Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to,
21 the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CVEP
22 has Maintained continuous coverage with the same or original insurer. Coverage provided
23 under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this
24 Agreement.

25 **21.5 General Insurance Provisions - All lines**

26 a) Any insurance carrier providing insurance coverage hereunder shall be
27 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)
28 unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the

1 COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only
2 valid for that specific insurer and only for one policy term.

3 b) CVEP's insurance carrier(s) must declare its insurance deductibles or
4 self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per
5 occurrence such deductibles and/or retentions shall have the prior written consent of the
6 COUNTY Risk Manager before the commencement of operations under this Agreement. Upon
7 notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the
8 election of the Country's Risk Manager, CVEP'S carriers shall either; 1) reduce or eliminate
9 such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or
10 2) procure a bond which guarantees payment of losses and related investigations, claims
11 administration, and defense costs and expenses.

12 c) CVEP shall cause CVEP'S insurance carrier(s) to furnish the COUNTY
13 of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified
14 original copies of Endorsements effecting coverage as required herein, or 2) if requested to do
15 so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of
16 policies including all Endorsements and all attachments thereto, showing such insurance is in
17 full force and effect. Further, said Certificate(s) and policies of insurance shall contain the
18 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the
19 COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in
20 coverage of such insurance. In the event of a material modification, cancellation, expiration, or
21 reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of
22 Riverside receives, prior to such effective date, another properly executed original Certificate of
23 Insurance and original copies of endorsements or certified original policies, including all
24 endorsements and attachments thereto evidencing coverage's set forth herein and the
25 insurance required herein is in full force and effect. CVEP **shall not commence operations**
26 **until the COUNTY has been furnished original Certificate (s) of Insurance and certified**
27 **original copies of endorsements or policies of insurance including all endorsements**
28 **and any and all other attachments as required in this Section. An individual authorized**

1 **by the insurance carrier to do so on its behalf shall sign the original endorsements for**
2 **each policy and the Certificate of Insurance.**

3 d) It is understood and agreed to by the parties hereto and the insurance
4 company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be
5 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-
6 insured retention's or self-insured programs shall not be construed as contributory.

7 e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this
8 Agreement or any extension thereof, there is a material change in the scope of services; or,
9 there is a material change in the equipment to be used in the performance of the scope of work
10 (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of
11 insurance required under this Agreement and the monetary limits of liability for the insurance
12 coverage's currently required herein, if, in the COUNTY Risk Manager's reasonable judgment,
13 the amount or type of insurance carried by CVEP has become inadequate.

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

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

18 **22. General**

19 **22.1** CVEP shall not delegate or assign any interest in this Agreement, whether by
20 operation of law or otherwise, without the prior written consent of COUNTY.

21 **22.2** Any waiver by COUNTY of any breach of any one or more of the terms of this
22 Agreement shall not be construed to be a waiver of any subsequent or other breach of the
23 same or of any other term of this Agreement. Failure on the part of COUNTY to require exact,
24 full and complete compliance with any terms of this Agreement shall not be construed as in any
25 manner changing the terms or preventing COUNTY from enforcement of the terms of this
26 Agreement.

27 **22.3** In the event CVEP receives payment under this Agreement which is later
28 disallowed by COUNTY for nonconformance with the terms of the Agreement, CVEP shall

1 promptly refund the disallowed amount to the COUNTY on request; or at its option the
2 COUNTY may offset the amount disallowed from any payment due to CVEP.

3 **22.4** CVEP shall not provide partial delivery or shipment of services or products
4 unless specifically stated in the Agreement.

5 **22.5** The COUNTY agrees to cooperate with CVEP in CVEP'S performance under
6 this Agreement, including, if stated in the Agreement, providing CVEP with reasonable facilities
7 and timely access to COUNTY data, information and personnel.

8 **22.6** CVEP shall comply with all applicable Federal, State and local laws and
9 regulations. CVEP will comply with all applicable COUNTY policies and procedures. In the
10 event that there is a conflict between the various laws or regulations that may apply, CVEP
11 shall comply with the more restrictive law or regulation.

12 **22.7** CVEP shall comply with all requirements of the Occupational Safety and Health
13 Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and
14 the State of California (Cal/OSHA).

15 **22.8** This Agreement shall be governed by the laws of the State of California. Any
16 legal action related to the performance or interpretation of this Agreement shall be filed only in
17 the Superior Court of the State of California located in Riverside, California, and the parties
18 waive any provision of law providing for a change of venue to another location. In the event
19 any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void,
20 or unenforceable, the remaining provisions will nevertheless continue in full force without being
21 impaired or invalidated in any way.

22 **22.9.** This Agreement, including any attachments or exhibits, constitutes the entire
23 Agreement of the parties with respect to its subject matter and supersedes all prior and
24 contemporaneous representations, proposals, discussions and communications, whether oral
25 or in writing. This Agreement may be changed or modified only by a written amendment
26 signed by authorized representatives of both parties.

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

3
4 COUNTY OF RIVERSIDE, a political
5 subdivision of the State of California

COACHELLA VALLEY
ECONOMIC PARTNERSHIP, a California
non-profit public benefit corporation

6
7 By: Jeff Stone
8 Jeff Stone, Chairman
Board of Supervisors

By: Thomas Flavin
Thomas Flavin
Chief Executive Officer

9
10 Dated: NOV 04 2014

Dated: 9/10/14

11 ATTEST:
12 Kecia Harper-Ihem
13 Clerk of the Board

14 By: Kecia Harper-Ihem
15 Deputy

16 APPROVED AS TO FORM:
17 Gregory P. Priamos
18 County Counsel

19 By: Jhaila R. Brown
20 Jhaila R. Brown,
Deputy County Counsel

1 EXHIBIT A

2 SCOPE OF SERVICES

3 The Coachella Valley Economic Partnership (CVEP) shall provide to the County of
4 Riverside professional economic development services designed to meet the main
5 goals in the County Economic Development Action Plan, the Coachella Valley
6 Economic Blueprint and the specific Business Plan as listed below:

7

Metric	Description	Value
Lead generation	New business contacts	150
Company Client Cases Opened	Companies that CVEP have opened a client file on and have performed some type of work including research, financing, introductions, etc.	35
Companies Adding/Retaining Jobs	Client companies that have added or retained jobs	25
Total – New Direct Jobs	New jobs that have been created by CVEP's clients	400
Total – Retained Direct Jobs	Jobs that have been retained in the community as a result of the efforts of CVEP to assist the company that may have otherwise relocated or closed	200
Total – Indirect Jobs	Jobs that are created as a result of the direct new hires. Using an industry standard multiplier for the Coachella Valley, this is calculated by multiplying direct jobs by the	280

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	industry multiplier	
Total Jobs: Direct, Indirect, Retained	A total of all direct, indirect and retained jobs in the region by CVEP's clients during the reporting period.	880
Regional Economic Impact (IMPLAN)	The regional economic impact CVEP's clients have based on using the IMPLAN model and job creation numbers. IMPLAN is a nationally recognized input/output model for determining impact of an economic activity.	120 million
Career-Themed Program Participants	These are generally CVEP's local pipeline students who have participated in a CVEP career theme project, internship, mentor, or job shadow	2500
Business Partner Hours Volunteered	These are the number of CVEP business partner hours who volunteer to support the CVEP career themed programs	5000
College Scholarship Awarded-FY14	These are CVEP Scholars. Student who apply to CVEP and are awarded 2-4 year scholarships in programs that align with our industry cluster development goals	250
Total College Scholarship Dollars	The total number of scholarship dollars awarded annually to the CVEP Scholars.	1.5 million

1	FAFSA completion	The increase in the percentage of	5%
2	increment by	students in all three School Districts	
3		in the Coachella Valley that complete	
4		the Free Application For Federal	
5		Student Aid. CVEP facilitates a	
6		fundraiser and competition between	
7		the schools. CVEP coordinated with	
8		all schools to increase awareness. A	
9		measurement of college going rates.	
10	Other Financial Aid	Access to funding by students	8.3 million
11	Assistance Pool	through increased participation in the	
12		FAFSA. A requirement for the CVEP	
13		scholarship program. Pell grants,	
14		other scholarships, student loans,	
15		grants etc.	
16	CV Incubator Clients	CVEP is home to the Coachella	9
17		Valley Innovation Hub. This is one of	
18		12 designated in the state and the	
19		only one in Riverside County. The	
20		goal is to incubate Clean-technology	
21		companies preparing them for the	
22		commercial market and creating new	
23		direct job positions. CVEP will	
24		incubate 9 companies.	
25	Accelerator Campus	The new Accelerator campus opened	3
26	Clients	in Q4 FY 2013 will allow incubator	
27		clients the opportunity to assemble,	
28		produce, manufacture and design	

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	new products in the 3.5 acre Technology Accelerator Campus. CVEP will incubate 3 companies.	
SBDC Contract	CVEP is host to the Coachella Valley Small Business Development Center. Funded partially by the Federal Small Business Association, CVEP plans to contract with the SBA for a minimum of 120,000 and is required to cash match that amount 100%	\$120,000