

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

167



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
December 3, 2015

**SUBJECT:** Coachella Valley Economic Partnership- Ratification and Approval of Professional Services Agreement for Economic Development Services in the Coachella Valley, District 4, [\$152,422], EDA- Economic Development 100%; CEQA Exempt

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

1. Find that the project is exempt under the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Ratify and approve the attached Professional Services Agreement (Agreement) between the County of Riverside and the Coachella Valley Economic Partnership for fiscal year 2015/16 in the total maximum amount of \$152,422 (\$50,000 in funds, \$102,422 in-kind)

(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)
<b>COST</b>	\$ 152,422	\$ 0	\$ 152,422	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> EDA- Economic Development (100%) Fund 21100				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2015/16	

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

APPROVE

BY:

Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: December 15, 2015  
 xc: EDA

Kecia Harper-Ihem  
 Clerk of the Board  
 By: Deputy

Prev. Agn. Ref.:

District: 4th

Agenda Number:

**3-11**

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS  
DATE: 11/25/15

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: Susana Garcia-Bocanegra  
DATE: 12/31/15

A-30  Positions Added  
 4/5 Vote  Change Order

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

Economic Development Agency

**FORM 11:** Coachella Valley Economic Partnership- Ratification and Approval of Professional Services

Agreement for Economic Development Services in the Coachella Valley, District 4, [\$152,422], EDA- Economic Development 100%; CEQA Exempt

**DATE:** December 3, 2015

**PAGE:** 2 of 3

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

3. Authorize the Chairman of the Board of Supervisors to execute the attached Agreement; and
4. Authorize the Assistant County Executive Officer/EDA, or his designee, to take all necessary steps to implement the Agreement including, but not limited to, signing subsequent essential and relevant documents, subject to approval by County Counsel.

## **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 the County of Riverside (County), the nine cities of Coachella Valley, three local school districts, higher education providers, utility service providers and the private sector.

The County and CVEP have a history of collaboration that has benefited the entire Coachella valley. The attached proposed 2015/16 fiscal year Professional Services Agreement (Agreement) between the County and CVEP will ensure that the beneficial partnerships developed over the many years of collaboration will continue. Under the proposed Agreement 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 the Coachella Valley, and assisting existing businesses expand their current operations. The term of the proposed Agreement is from July 1, 2015 through June 30, 2016, with a total maximum contract amount of \$50,000. In addition, under the proposed Agreement the County will provide CVEP indirect funding through in-kind contributions of staff time and dedicated space at the Indio Workforce Development Center valued at \$102,422, to benefit the Pathways Program in support of industry councils. There was a delay in bringing this item before the Board of Supervisors due to internal administrative processes.

The proposed Agreement was reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The project relates to the provision of 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, and it can be seen with certainty that there is no possibility that the economic development services may have a significant effect on the environment. In addition, the activity will not lead to any direct or reasonably indirect physical environmental impacts.

The 2015/16 fiscal year Agreement has been negotiated by CVEP and County Economic Development Agency Staff and has been reviewed and approved as to form by County Counsel. Staff recommends that the Board ratify and approve the 2015/16 fiscal year Agreement with CVEP.

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

Residents and businesses will benefit from services to be provided under this Agreement that will facilitate and provide economic opportunities in the Coachella Valley. The opportunities created will assist residents with jobs and increased wages in the attracted, relocated or expanded businesses. Businesses will benefit from the programs, resources and services provided by CVEP to businesses in or relocating to the Coachella Valley.

## **SUPPLEMENTAL:**

**Additional Fiscal Information** (Commences on Page 3)

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

Economic Development Agency

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**DATE:** December 3, 2015

**PAGE:** 3 of 3

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The full cost of this Agreement will be funded by EDA- Economic Development Funds.

**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 level of funding and it is reasonable given that the services to be provided under this Agreement will cover a large geographical area of the unincorporated communities and cities of the Coachella Valley.

Attachment:

2015/16 Fiscal Year Professional Services Agreement

1 **PROFESSIONAL SERVICE AGREEMENT**

2 **for**

3 **Economic Development Services in the Coachella Valley**

4  
5 **Between**

6 **Coachella Valley Economic Partnership**

7  
8 **and**

9 **County of Riverside**



1 THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered  
2 into this 15<sup>th</sup> day of December, 2015, 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, 2015 and terminate on  
4 June 30, 2016.

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 2015 Coachella Valley Annual Economic Summit. Total direct monetary compensation  
10 paid by COUNTY to CVEP during the term of this Agreement shall not exceed the maximum  
11 total amount of Fifty Thousand Dollars (\$50,000), including all expenses. The COUNTY is not  
12 responsible for any fees or costs incurred above or beyond the contracted amount. In addition,  
13 during the term of this Agreement, to benefit the Pathways Program in support of industry  
14 councils, the COUNTY will provide CVEP indirect funding through in-kind contributions of no  
15 more than 2080 hours of County staff time and dedicated cubicle space at the Indio Workforce  
16 Development Center (the exact location within the center of which shall be determined by the  
17 County in its discretion), with a cumulative value of One Hundred Two Thousand Four Hundred  
18 and Twenty-Two Dollars (\$102,422).

19 3.2 CVEP shall be paid only in accordance with an invoice submitted to COUNTY by  
20 CVEP and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of  
21 the invoice. Prepare invoices in duplicate. Send the original and duplicate copies of invoices to:

22 Economic Development Agency  
23 Attention: Rob Moran  
24 1325 Spruce Street, Suite 110  
25 Riverside, California 92507

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

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

1           **3.3**    The COUNTY obligation for payment of this Agreement beyond the current  
2 fiscal year end is contingent upon and limited by the availability of COUNTY funding from which  
3 payment can be made. No legal liability on the part of the COUNTY shall arise for payment  
4 beyond June 30 of each calendar year unless funds are made available for such payment. In  
5 the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify  
6 CVEP in writing; and this Agreement shall be deemed terminated and have no further force  
7 and effect.

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

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

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

17           **5.       Termination**

18           **5.1**    COUNTY may terminate this Agreement without cause upon 30 days written  
19 notice served upon CVEP stating the extent and effective date of termination.

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

25           **5.3**    After receipt of the notice of termination, CVEP shall:

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

28                   (b)    Transfer to COUNTY and deliver in the manner as directed by COUNTY

1 any materials, reports or other products which, if the Agreement had been completed or  
2 continued, would have been required to be furnished to COUNTY.

3       **5.4** After termination, COUNTY shall make payment only for CVEP'S performance  
4 up to the date of termination in accordance with this Agreement.

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

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

13 **6. Quarterly and Annual Reporting**

14 CVEP shall provide the COUNTY with the following:

15       **6.1** An annual report detailing program activities.

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

19       **6.3** Information on business clients assisted and job creation, in the form of written  
20 notification to COUNTY.

21       **6.4** Line Item Budget for current fiscal year (FY 2015/2016).

22       **6.5** Actual financial statements from 2014/2015 fiscal year.

23       **6.6** Current Staffing Plan.

24 **7. Conduct of CVEP**

25       **7.1** CVEP covenants that it presently has no interest, including, but not limited to,  
26 other projects or contracts, and shall not acquire any such interest, direct or indirect, which  
27 would conflict in any manner or degree with CVEP's performance under this Agreement.

28 CVEP further covenants that no person or subcontractor having any such interest shall be



1 employed or retained by CVEP under this Agreement. CVEP agrees to inform the COUNTY of  
2 all CVEP's interests, if any, which are or may be perceived as incompatible with the COUNTY's  
3 interests.

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

8       **7.3** CVEP or its employees shall not offer gifts, gratuity, favors, and entertainment  
9 directly or indirectly to COUNTY employees.

10 **8. Inspection of Services**

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

23 **9. Independent Contractor**

24       **9.1** CVEP is, for purposes relating to this Agreement, an independent contractor  
25 and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed  
26 that CVEP (including its employees, agents and subcontractors) shall in no event be entitled to  
27 any benefits to which COUNTY employees are entitled, including but not limited to overtime,  
28 any retirement benefits, worker's compensation benefits, and injury leave or other leave

1 benefits. There shall be no employer-employee relationship between the parties; and CVEP  
2 shall hold COUNTY harmless from any and all claims that may be made against COUNTY  
3 based upon any contention by a third party that an employer-employee relationship exists by  
4 reason of this Agreement. It is further understood and agreed by the parties that CVEP in the  
5 performance of this Agreement is subject to the control or direction of COUNTY merely as to  
6 the results to be accomplished and not as to the means and methods for accomplishing the  
7 results.

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

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

14 **11. Disputes**

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

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

27 **12. Licensing and Permits**

28 CVEP shall comply with all State or other licensing requirements, including but not limited to the

1 provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing  
2 requirements shall be met at the time proposals are submitted to the COUNTY. CVEP warrants  
3 that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for  
4 performance of this Agreement as required by the laws and regulations of the United States, the  
5 State of California, the County of Riverside and all other governmental agencies with  
6 jurisdiction, and shall maintain these throughout the term of this Agreement.

7 **13. Non-Discrimination**

8 CVEP shall not be discriminate in the provision of services, allocation of benefits,  
9 accommodation in facilities, or employment of personnel on the basis of ethnic group  
10 identification, race, religious creed, color, national origin, ancestry, physical handicap, medical  
11 condition, sexual orientation, marital status or sex in the performance of this Agreement; and,  
12 to the extent they shall be found to be applicable hereto, shall comply with the provisions of the  
13 California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code),  
14 the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990  
15 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

16 **14. Records and Documents**

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

23 **15. Confidentiality**

24 **15.1** CVEP shall not use for personal gain or make other improper use of privileged  
25 or confidential information which is acquired in connection with this Agreement. The term  
26 "privileged or confidential information" includes but is not limited to: unpublished or sensitive  
27 technological or scientific information; medical, personnel, or security records; anticipated  
28 material requirements or pricing/purchasing actions; COUNTY information or data which is not

1 subject to public disclosure; COUNTY operational procedures; and knowledge of selection of  
2 contractors, subcontractors or suppliers in advance of official announcement.

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

13 **16. Administration/Contract Liaison**

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

16 **17. Notices**

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

20 COUNTY OF RIVERSIDE

21 Heidi Marshall  
22 Assistant Director  
23 Economic Development Agency  
3403 Tenth Street, Suite 500  
Riverside, California 92501

CVEP

Joe Wallace  
Interim President/CEO  
Coachella Valley Economic Partnership  
3111 East Tahquitz Way.  
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](http://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).

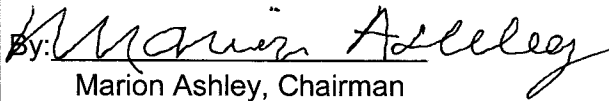
17           **22.8** This Agreement shall be governed by the laws of the State of California. Any  
18 legal action related to the performance or interpretation of this Agreement shall be filed only in  
19 the Superior Court of the State of California located in Riverside, California, and the parties  
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.

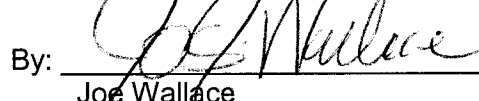
24           **22.9.** This Agreement, including any attachments or exhibits, constitutes the entire  
25 Agreement of the parties with respect to its subject matter and supersedes all prior and  
26 contemporaneous representations, proposals, discussions and communications, whether oral  
27 or in writing. 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

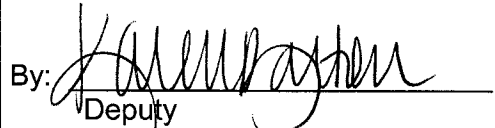
6 By:   
7 Marion Ashley, Chairman  
8 Board of Supervisors

By:   
Joe Wallace  
Interim Chief Executive Officer

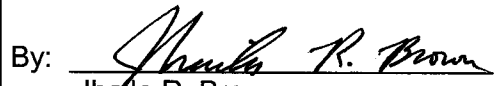
9 Dated: DEC 15 2015

Dated: Aug - 5 - 2015

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

15 By:   
16 Deputy

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

21  
22 By:   
23 Jhalla R. Brown,  
24 Deputy County Counsel  
25  
26  
27  
28

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	125
Company Client	Companies that CVEP have opened a client file on and have performed some type of work including research, financing, introductions, etc.	75
Cases Opened		
Companies Adding/Retaining Jobs	Client companies that have added or retained jobs	15
Total – New Direct Jobs	New jobs that have been created by CVEP’s clients	75
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	60
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 industry multiplier	60
Total Jobs: Direct, Indirect, Retained	A total of all direct, indirect and retained jobs in the region by CVEP’s	195

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	clients during the reporting period.	
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	1500
Business Partner Hours Volunteered	These are the number of CVEP business partner hours who volunteer to support the CVEP career themed programs	2000
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	300
Total College Scholarship Dollars	The total number of scholarship dollars awarded annually to the CVEP Scholars.	\$1.5 million
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.	3%
Other Financial Aid	Access to funding by students through	\$8.3 million

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Assistance Pool	increased participation in the FAFSA. A requirement for the CVEP scholarship program. Pell grants, other scholarships, student loans, grants etc.	
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 25 companies.	25
Accelerator Campus Clients	The new Accelerator campus opened in Q4 FY 2013 will allow incubator clients the opportunity to assemble, produce, manufacture and design new products in the 3.5 acre Technology Accelerator Campus. CVEP will incubate 7 companies.	7
SBDC Contract	CVEP is host to the Coachella Valley Small Business Development Center. Funded partially by the Federal Small Business Association, CVEP contracts with the SBA for a minimum of \$100,000 and is required to cash match that amount 100%	\$100,000