

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



ITEM: 3.11
(ID # 30771)

MEETING DATE:
Tuesday, June 23, 2026

FROM : EXECUTIVE OFFICE

SUBJECT: EXECUTIVE OFFICE: Approve the County of Riverside Mead Valley Community Revitalization Funding Agreement For The Grove Church To Provide Community Center Services, District 1. [\$112,000 Total Cost – 100% Mead Valley Community Revitalization Fund](4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the County of Riverside Mead Valley Community Revitalization Funding Agreement in the amount of \$112,000 for The Grove Community Church to provide Community Center Services in Mead Valley and Good Hope through Fiscal Year 26/27; and
2. Authorize the Chair to execute the Funding Agreement on behalf of the County.
3. Approve and direct the Auditor-Controller to make budget adjustments as detailed in attached Schedule A.

ACTION:Policy

Juan C. Perez, Chief Operating Officer 6/16/2026

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: June 23, 2026
xc: EO

Kimberly A. Rector
Clerk of the Board
By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$56,000	\$56,000	\$112,000	\$0
NET COUNTY COST	\$56,000	\$56,000	\$112,000	\$0
SOURCE OF FUNDS: 100% Mead Valley Community Revitalization Fund			Budget Adjustment: Yes	
			For Fiscal Year: 25/26 – 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Grove Community Church (The Grove) has been an integral part of the community for the last 99 years. In 2016, the County of Riverside contracted with The Grove to operate both the Moses Schaffer Community Center, in the under-served community of Good Hope and the Charles Megis Sr. Community Center, in the underserved community of Mead Valley.

This funding agreement will assist to provide relevant community and quality of life enhancement programming and services to the residents. The agreement supports funding for the Moses Schaffer Community Center, and funding for the Mead Valley Community Center to expand services including various community gathering events, Town Hall Meeting community clean ups, volunteer events, and MAC Meeting Translator Support. The funding will allow The Grove to sustain and improve community services in the communities of Good Hope, and Mead Valley. The Grove will continue to offer family-friendly programs to improve the community.

Impact on Residents and Businesses

The funding will directly benefit the constituents in the First District communities of Good Hope and Mead Valley by enhancing the quality of programming already offered to the community.

Supplemental Financials

This agreement utilizes Mead Valley Community Revitalization Funds which are collected to support operations and capital projects within the Mead Valley region. The Grove will be funded on a yearly basis for two years in the amount of \$56,000 per year to provide community events to the two shelters in Mead Valley and Good Hope.

ATTACHMENTS:

ATTACHMENT A: Schedule A Budget Adjustment

ATTACHMENT B: Mead Valley CRF Agreement w/ The Grove Community Church

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

ATTACHMENT A
SCHEDULE A
Budget Adjustment
Fiscal Year 2025/2026

Increase Appropriations:

30380-1110700000-551100	Contrib To Other County Funds	\$56,000
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Use of Fund Balance:

30380-1110700000-330109	CFB-Capital Projects	\$56,000
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Brett Austin
Brett Austin, Supervising Accountant 6/17/2026

Aaron Gettis
Aaron Gettis, Chief Deputy County Counsel 6/16/2026

**COUNTY OF RIVERSIDE COMMUNITY REVITALIZATION
FUNDING AGREEMENT FOR COMMUNITY CENTER SERVICES**

This Funding Agreement (“Agreement”) is entered into by and between the County of Riverside, a political subdivision of the State of California, (“County”) and The Grove Community Church, (“Recipient”). County and Recipient are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the Board of Supervisors of the County of Riverside (“County”) and County departments are committed to providing support and funding derived from various sources, including but not limited to Community Revitalization Funds, to capital projects of regional benefit that address demonstrated risks to public health and safety and/or compromised emergency response or lifeline services, provide general benefit to the County, and support operations and capital projects within the Mead Valley region; and

WHEREAS, to respond to service and/or infrastructure deficiencies that have been identified in unincorporated communities, which in turn affect the community, the County desires to enter into agreements with local agencies to provide funding for the delivery and implementation of vital services; and

WHEREAS, County and Recipient desire to enter into this Agreement to set forth the terms and conditions under which the Recipient is to receive funding for Community Center Services; and

NOW THEREFORE, in consideration of the mutual benefits, covenants, terms and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

2. Contract Documents. This Agreement consists of this Agreement and the following attachments, attached hereto and by this reference incorporated herein:

- 2.1 Attachment A – Scope
- 2.2 Attachment B – Indemnification and Insurance Requirements
- 2.3 Attachment C – Reporting Requirements

3. Scope of Work. Recipient shall be responsible for completion of all activities associated with implementation of the Community Center Services, as described in **Attachment A**, on or before June 30, 2027 (“Funding End Date”), by using funds received from the County in the amount provided in Section 4 of this Agreement. The Recipient shall also furnish timely reporting and documentation within the timelines and requirements provided in Reporting Requirements, **Attachment C**. Under the provisions of the Agreement, the County shall bear no responsibility for the Community Center Services, including without limitation any activities associated with implementation or future operation of the services.

4. Funding.

4.1 County shall provide funding to Recipient in an amount not to exceed \$112,000 (“Award”), in two yearly payments that shall be paid by June 30 of each year starting with June 30, 2026.

JUN 23 2026

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Thank you.
Post Office Box 1147, Riverside, Ca 92502-1147
to Riverside County Clerk of the Board, Stop 1010
CLERK'S COPY

4.2 Recipient shall not be entitled to nor receive from County any additional funding or other type of remuneration for services rendered under this Agreement. The Award amount described in this Section is specifically for Community Center Services and makes up the entire amount which the County has approved to fund for the services. Recipient shall not be entitled by virtue of this Agreement to consideration in excess of the Award amount and Recipient shall be responsible for any and all costs incurred over the Award amount for its implementation and operation of the Community Center Services. Any subsequent amendments to the scope or description are not covered by this Agreement, and the funding for any such amendments or for any cost overruns shall be the sole responsibility of Recipient.

4.3 Should it be determined at any time by the Recipient or the County that the Recipient cannot, will not or is unable to complete the Community Center Services in accordance with the provisions of this Agreement, then the Recipient at its discretion may return 100% of the Award amount to the County within thirty (30) days of notification.

4.4 In the event the actual cost for Community Center Services is less than Award, Recipient shall refund the difference to County within the thirty days of the reconciliation of funds. Recipient shall return any Award funds that have not been expended or are not adequately supported by documentation to the County, within thirty (30) days of Funding End Date, or upon request by the County, whichever occurs first.

5. Term. The Term of this Agreement shall commence on the date of approval of this Agreement by the Board of Supervisors and continue until the end of the last service year as outlined in **Attachment A**, unless sooner terminated as provided herein.

6. Recipient Compliance Obligations. The Recipient agrees to comply with the terms and conditions of this Agreement. The Recipient also agrees to apply the terms and conditions of this Agreement to all of its subcontractors (if applicable) and to require their strict compliance therewith.

7. Contract Representatives.

7.1 County Representative. The County Executive Officer, or designee, shall be the designated representative who shall administer this Agreement on behalf of the County.

7.2 Recipient Representative. Executive Pastor or designee ("Outreach Minister") shall be the designated representative who shall administer this Agreement on behalf of the Recipient.

8. Records and Audit.

8.1 Recipient shall store and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof. Any authorized representative of County shall have access to any writings as defined above for the purposes of making a report, audit, evaluation, or examination Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

8.2 If it is determined pursuant to an audit that any funds provided pursuant to this Agreement have been improperly expended, Recipient shall reimburse the County within thirty (30) days the full amount of such improperly expended funds.

9. Monitoring of Contract Compliance and Progress Reports.

9.1 Contract Compliance. The Recipient shall comply with the monitoring arrangements set forth

in **Reporting Requirement**, as described in **Attachment C**.

10. Notices. As used in this Agreement, notice includes but is not limited to the communications of any notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. All notices must be in writing. All such notices from one party to another may be delivered in person, sent via reputable overnight courier, or served by first-class mail, certified or registered, postage prepaid, to each and all of the addresses set forth below.

If to County:

Riverside County Executive Office
Attention: Douglas Ordonez
4080 Lemon Street, 4th Floor
Riverside, CA. 92501

If to Recipient:

The Grove Community Church
Attention: Noland Turnage, Outreach Minister
19900 Grove Community Drive
Riverside, CA 92508

11. Conflicts of Interest. Recipient covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Recipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

12. Nondiscrimination. During any period in which Recipient is in receipt of funds from Recipient, Recipient and its Board, officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Recipient and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; Title VI of the Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the U.S. Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. sections 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations, and Riverside County's non-discrimination policy.

Recipient shall include the non-discrimination and compliance provisions of this Section in all subcontracts to perform work under or as a derivative of this Agreement.

13. Indemnification. The Recipient shall be bound by the indemnification, hold harmless and defend provisions contained in **Attachment B**.

14. Insurance. Recipient shall obtain, and maintain, or caused to be obtained and maintained, at all times during the Term of this Agreement, self-insurance coverage in the amounts and coverage specified in **Attachment B**.

15. Termination. The County may terminate this agreement upon a determination that Recipient is not complying with the terms and conditions of this Agreement. The County may withhold additional planned distributions of funding to Recipient pending receipt of requisite reporting requirements by Recipient to the County as described herein.

16. Compliance with Laws. The Recipient is required to comply with all applicable federal, state and local laws and regulations for all work performed or funded by and through this Agreement. The Recipient is required to obtain all necessary federal, state and local permits, authorizations and approvals for all work performed under this Agreement.

17. Disputes. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. The Recipient shall proceed diligently with the Community Center Services described in this Agreement pending the resolution of a dispute. The Parties reserve the right to pursue any remedies at law or in equity should any dispute relating to this Agreement not be resolved by the Parties. Notwithstanding the foregoing, prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

18. Status of Recipient. The Recipient is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Recipient (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties nor is there a joint venture; and Recipient shall indemnify and hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

18.1 All acts of Recipient and its officers, employees, agents, representatives, subcontractors, and all others acting on behalf of Recipient relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of County. Recipient, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. No agent, officer or employee of the County is to be considered an employee of Recipient. At all times during the term of this Agreement, the Recipient and its officers, employees, agents, representatives, or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

18.2 If in the performance of this Agreement any third persons are employed by Recipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Recipient. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Recipient. It is further understood and agreed that Recipient must issue W-2 forms or other forms as required by law for income and employment tax purposes for all Recipient's assigned personnel under the terms and conditions of this Agreement.

19. Entire Agreement. This Agreement is the result of negotiations between the Parties. This Agreement is intended by the Parties as a full and final expression of their understanding with respect to

the matters contained in this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

20. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

21. Governing Law and Venue. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California.

22. Construction/Interpretation. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

23. No Waiver. Failure of the Parties to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

24. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

25. Severability. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

27. Use of Electronic (Digital) Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code

[Signature Provisions on Following Page]

28. Authority to Enter Agreement. Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date as indicated beside each Party's signature.

COUNTY:
COUNTY OF RIVERSIDE, a political subdivision
of the State of California

RECIPIENT:
The Grove Community Church

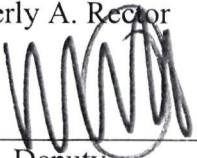
By: Karen S. Spiegel
KAREN SPIEGEL
Chair, Board of Supervisors

By: _____
Noland Turnage, Executive Director

Date: JUN 23 2026

Date: _____

ATTEST:
Clerk of the Board
Kimberly A. Reckor

By: 
Deputy

(Seal)

APPROVED AS TO FORM
County Counsel
Minh C. Tran

By: Aaron Jettis
Deputy County Counsel

ATTACHMENT A - SCOPE

Scope of Work

Recipient will complete all necessary requirements to provide relevant community and quality of life enhancement, programming and social services to the residents of Mead Valley and Good Hope. The community services provided by the Grove Community Church will be facilitated at the Mead Valley Community Center and Moses Schaffer Community Center. The services will include various community events to sustain and improve community services in these unincorporated communities. These events include but are not limited to town hall meetings, community clean ups, volunteer events, and Municipal Advisory Community (MAC) Meeting translator support.

Budget

ITEM	DESCRIPTION	COUNTY OF RIVERSIDE FUNDING AMOUNT (Not to Exceed)	Payment FY
1	Payment No. 1	\$56,000	25/26
2	Payment No. 2	\$56,000	26/27
TOTAL:		\$112,000	

ATTACHMENT B - INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

A. Basic Indemnity

1. To the fullest extent permitted by applicable law, Recipient agrees to indemnify, hold harmless and defend the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of Recipient or its subconsultants or their respective employees, agents, representatives, or independent contractors.

2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

3. Recipient further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of Recipient for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this Agreement and arising out of work performed for County pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided however, that nothing contained herein shall be construed as obligating Recipient to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph B below.

B. Indemnity for Design Professionals

1. To the fullest extent permitted by Applicable Law, Recipient agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of Recipient or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Recipient to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. Recipient shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Recipient arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of Recipient. The cost for defense shall apply whether or not Recipient is a party to the lawsuit and shall apply whether or not Recipient is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are

alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of Recipient.

2. Without affecting the rights of County under any other provision of this Agreement, Recipient shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of Recipient and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

C. Recipient's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

D. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

INSURANCE REQUIREMENTS

Without limiting or diminishing the Recipient's obligation to indemnify or hold the County harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense, the following self- insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation: If the Recipient has employees as defined by the State of California, the Recipient shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the County as Additional Insureds.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Recipient's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply

separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

D. No: Professional Liability: Recipient shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Recipient's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Recipient shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Recipient has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the County as Additional Insureds.

E. General Insurance Provisions - All lines: District is self-insured through CalJPIA

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

2. The Recipient must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Recipient insurance carrier(s) policies does not meet the minimum notice requirement found herein, Recipient shall cause Recipient's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives,

prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Recipient shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5. It is understood and agreed to by the parties hereto that the Recipient's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the Recipient has become inadequate.

7. Recipient shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

9. Recipient agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**ATTACHMENT C -
REPORTING REQUIREMENTS**

Quarterly Reports shall be submitted on the 21st of the month following the previous quarter. Quarterly reports shall be sent via e-mail to dordonez@rivco.org. The quarterly report shall include a brief description of the work performed during the reporting period, including status, milestones achieved, financial status report including cost incurred to date, cash flow projections, schedule updates, and any problems encountered in the performance of the work under this Agreement.