

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Advocacy, Fund Development, Marketing, Education and Administrative Services)

RIVERSIDE ARTS COUNCIL

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this 9th day of December, 2016 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and the RIVERSIDE ARTS COUNCIL, a California corporation ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Advocacy, Fund Development, Marketing, Education and Administrative Services ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until **June 30, 2017**, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed **Three Hundred Seventy-Eight Thousand One Hundred Ninety-Four Dollars (\$378,194)** payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Museum and Cultural Affairs Department
City of Riverside
Attn: Margie Haupt
3580 Mission Inn Avenue
Riverside, CA 92501

To Consultant

Riverside Arts Council
Attn: Patrick Brien
3600 Sixth Street
Riverside, CA 92501

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at:

www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation for Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation for Other than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity for Other than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 Errors and Omissions Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 Subcontractors' Insurance. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation,

Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to

provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance with Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount

of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to

conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.


34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

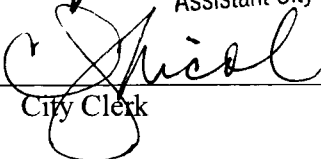
(Signatures on Following Page)

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: 
City Manager

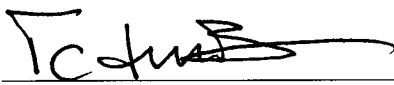
Alexander Nguyen
Assistant City Manager

Attest: 
City Clerk

Approved as to Form:

By: 
Deputy City Attorney

RIVERSIDE ARTS COUNCIL,
a California corporation


By: 

PATRICK BRIEN

[Printed Name]

EXECUTIVE DIRECTOR

[Title]

By: 
Andre T. T. T.

[Printed Name]

BOARD CHAIR

[Title]

CA #16-0726 RMG 08/02/16
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CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
Chief Financial Officer/ City Treasurer

Exhibit "A"

Scope of Service

Advocacy

- 1) Research and dissemination of funding opportunities, issues, data and information to organizations monthly and as needed
- 2) Represent arts organizations at the local as well as the regional and national level for the public, other art organizations and the media.
- 3) Represent and participate in local as well as national and regional local initiatives and programs
- 4) Economic Impact participation, analysis and advocacy as needed/applicable
 - a. Participation in appropriate studies
- 5) Outreach to arts organizations and encouragement of collaboration with
 - a. Forty-five (45) meetings/visits with Executive Directors/CEO
- 6) Outreach to businesses/service organizations for arts organizations and arts organizations to businesses
 - a. Twenty-five (25) business/service organization presentations

Fund Development

- 1) Diversification of funding for RAC
 - a. Identify and cultivate at least ten (10) new prospects
 - b. Create a comprehensive sponsorship package for all opportunities to support the organization
 - c. Information on Website
 - d. Research and identify joint funding opportunities for RAC and arts organizations
- 2) Diversification of funding for arts organizations
 - a. Research a minimum of fifteen (15) opportunities
 - b. Disseminate opportunities to applicable arts organizations
 - c. Follow-up with the arts organizations
- 3) Festival for the Arts
 - a. Manage and direct the event
 - b. Diversify sponsorship opportunities
 - c. Participation from arts organizations in and for the event
- 4) Grant writing
 - a. Submit a minimum of twelve (12) grants per year

Marketing

- 1) 15 Favorites
 - a. Continue to produce and disseminate weekly
 - b. Research a minimum of five (5) marketing and social media campaigns/ways to increase subscriptions
 - c. Continued efforts to increase subscriptions and open rates
- 2) Artswalk
 - a. Continue to promote event
 - b. Administration, finance and marketing of Artspark (parking lot at corner of University and Lemon)

- c. Increase marketing of information to at least twenty-five (25) new organizations/groups/businesses for families to attend
 - d. Provide organizational, fiscally and administrative support
- 3) Website Enhancement
 - a. Maintain and increase organizational links on RAC website by 5%

Educational

- 1) Cultural Consortium
 - a. Lead
 - b. Support administratively and fiscally
 - c. Enhance/Encourage exchange of ideas and collaborations
- 2) Lead, research and/or share best practices with arts organizations
 - a. Monthly communication to arts organizations with information
- 3) Workshops for arts organizations and individuals such as new media, fund development, board development, etc.
 - a. Monthly professional development workshops
 - b. Minimum of thirty (30) one-on-one consultations per year
- 4) The Afterimage
- 5) Arts & Innovation Honoree of the Month/Profile of Artists and Organizations
 - a. Photos of past winners and their work displayed prominently on website and/or other venues
 - b. Active promotion/marketing with Press Releases, emails, etc.
- 6) Participation in the Private Building Mural Program/Murals as needed/applicable

Administrative

- 1) Administration, management and direction of the Cultural Accountability Performance meeting (New Name TBD)
- 2) Administration of the City of Riverside Arts and Culture Grant
- 3) Administration of the Community Arts Partnership Grant (CAP)
- 4) Development of Arts & Cultural Symposium every other year (First one to be in FY 17/18)
- 5) Strategic Planning for board and staff
- 6) Fiscal Receivership
 - a. Documentation of relationship with the organization
 - b. Fiscal accountability to participating organizations and board
- 7) Support as needed First Sunday with marketing, finance and administrative duties
- 8) Develop and manage internship opportunities for arts organizations and local students
- 9) Active Participation and Input in Citywide Initiatives such as City of Arts & Innovation, Riverside Arts Plan and Seizing Our Destiny as applicable
- 10) Quarterly report on Scope of Services submitted to Arts & Cultural Division within 30 days of end of quarter and provide examples.
- 11) Financial reporting of monies received from this agreement.

EXHIBIT "B"

COMPENSATION

Consultant shall be paid a sum not to exceed Ninety-Eight Thousand, One-Hundred, Ninety-Five Dollars(\$98,194) for the services listed in Exhibit A of this agreement. Payments will be made on a monthly basis in accordance with Section 3 of this agreement.

Consultant will be paid Two-Hundred, Eighty Thousand (\$280,000) for disbursement to arts & culture organizations through the Arts & Culture Grants. These monies will be paid in one payment invoiced for Arts & Culture Grants.

Total Compensation is Three-Hundred, Seventy-Eight Thousand, One-Hundred, Ninety-Four dollars(\$378,194).

EXHIBIT “C”

KEY PERSONNEL

Patrick Brien, Executive Director

Rachael Dzikonski, Program Manager

Jon Roach, Marketing



TUESDAY, DECEMBER 6, 2016, 2 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

BURNARD	7	
PERRY	6	
MACARTHUR	5	
DAVIS	4	
SUBIROUS	3	
MELNDRIZ	2	
GARDNER	1	

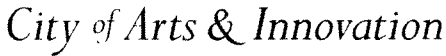
WARDS

The City Council approved a resolution amending the Citywide Fringe Benefits and Salary Plan by adjusting salaries for Internal Audit classifications based upon the Combined Labor Market Basket salary survey results; whereupon, the title having been read and further reading waived, Resolution No. 23118 of the City Council of the City of Riverside, California, Amending Resolution No. 21052 to amend Parts III and IV of the Fringe Benefits and Salary Plan, to reflect various updates and changes, was presented adopted.

The City Council (1) accepted a grant from the California State Library for \$30,000 for the California Library broadband project from February 22, 2016, through June 30, 2017, and \$60,000 for September 15, 2016, through June 30, 2017; (2) authorized an increase in estimated revenues in the amount of \$90,000 and appropriated expenditures in the same amount in a project account to be established by the Finance Department for the California Public Library Broadband Project; and (3) authorized the City Manager, or his designee, to execute all documents related to the grant.

The City Council (1) accepted \$203,740 from the Library Trust Fund and \$264,710.91 donated Gift Funds; (2) authorized appropriation of Library designated Trust Funds of \$203,740 to Library expenditure Account No. 5145000-450200 with an offsetting increase in General Fund revenues for funds to be transferred from Library Trust Fund Account 0000722-225466; and (3) authorized appropriation of Library donated Gift Funds of \$264,710.91 to Library expenditure Account No. 5145000-450201 with an offsetting increase in General Fund revenues for funds to be transferred from Library Gift Fund Accounts (\$31,173.39 from Friends revenue account 0000722-225401 and \$233,537.52 from Library System revenue account 0000722-225405).

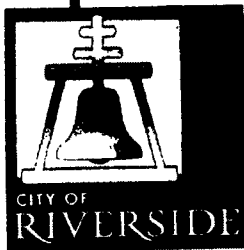
The City Council (1) approved the Professional Consultant Services Agreement with Riverside Arts Council for a term ending June 30, 2017, for advocacy, fund development, marketing, education, and administrative services for \$98,194 (4 percent reduction from fiscal year 2015/16) and disbursement of \$280,000 for the Arts and Culture Grants for arts-related programs and projects for a total amount not-to-exceed \$378,194 from



TUESDAY, DECEMBER 6, 2016, 2 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

BURNARD	7	
PERRY	6	
MACARTHUR	5	
DAVIS	4	
SOUBIROUS	3	
MELENDREZ	2	
GARDNER	1	

The City Council (1) adopted a resolution to remove the existing “No Parking Between Hours of 9:00 p.m. to 6:00 a.m. Daily” Zone on both sides of Orion Street from 890 feet east of Sierra Vista Avenue to the easterly cul-de-sac; and (2) established a “No Parking Between the Hours of 9:00 p.m. to 6:00 a.m. Daily, with Preferential Permit Parking for Residents” Zone on the south side of Orion Street from Sierra Vista Avenue to 940 feet easterly thereof and on the north side of Orion Street from Sierra Vista Avenue to 890 feet easterly thereof; whereupon, the title having been read and further reading waived, Resolution No. 23119 of the City Council of the City of Riverside, California, Amending Resolution No. 22451 Known as the Master Parking Schedule Resolution to Remove the Existing Timed No Parking Zone at the



MEMORANDUM

Purchasing/Risk Management

DATE: 12/8/16

TO: PURCHASING SERVICES/RISK MANAGER

FROM: (REQUESTING DEPARTMENT HEAD) Margie Haupt

CC:

RE: REQUEST TO WAIVE INSURANCE REQUIREMENTS

Insurance requirements for vendors providing goods and services, instructors, contractors and consultants may be waived by the City Manager or his/her designee (Risk Management) on a case-by-case basis if the vendor establishes to the satisfaction of the City Manager that the cost of obtaining insurance is financially prohibitive, it is impossible to obtain insurance coverage or other circumstances as described below (per Section 601(d) and Section 1105 of the City Charter). To make this process efficient and easy to use by the requesting departments, please completely fill out this form and send to the Risk Management Division at least five (5) business days before committing to the delivery of the goods or performance of the service.

Please consider waiving insurance as follows:

Purchase Requisition or Purchase
Order Number:

Req. 1174243

Vendor name:

Riverside Arts Council

Detailed scope of work or goods
and services provided:

Education, Advocacy, Administrative

Time frame of services to be
provided:

Dec. - June 30, 2017

Check all that apply:

Commercial General Liability

- ☐ The work being performed is done solely on vendor's premises.
- ☐ The work being performed does not involve use of dangerous equipment, etc.
- ☐ Other:

Commercial Automobile Liability

- ☐ Automobiles are not required for performance of the work in conjunction with the scope of services.
- ☐ Vendor will not be driving to multiple City facilities in conjunction with the scope of services.
- ☐ Other:

Workers Compensation Liability

The State of California requires every business to provide workers compensation insurance coverage. However, if the vendor is a sole proprietor and does not have employees, the requirement can be waived by having the vendor submit a statement acknowledging that the vendor is aware of the workers compensation laws of the State of California and if at any time during the term of the agreement, any employees are hired, the vendor will comply with the requirements of the workers compensation laws and provide evidence of coverage to the City.

- ☐ Vendor's Workers Compensation exception letter attached.

Errors and Omissions/Professional Liability

- ☒ A professional opinion is not being issued by the Consultant.
- ☐ Consultant's professional work, product or design is reviewed, approved and finalized by City staff.
- ☐ Other:

Builder's Risk Liability/Installation Floater Insurance

- ☐ The scope of work does not include building construction.
- ☐ Contractor agrees to pay the City's \$100,000 deductible in the event of a loss.
- ☐ Other:

Attach any available insurance documents provided by the vendor and a copy of the contract/agreement.

I certify that I understand the risks involved in obtaining a request for waiver of the insurance requirements pertaining to the vendor listed above. Should the City be responsible for any losses as a result of this waiver, I understand and agree that my departmental budget assumes financial responsibility in the event of a loss. I have reviewed the scope of work and approve this request to waive the insurance requirements pertaining to the work and/or product(s) provided by the vendor.

Department Head Signature: Marguy Krayl Date: 12/8/16
Risk Manager Signature: [Signature] Date: 12/8/16

Risk Management Notes: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:		
	PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com	FAX (A/C, No): 1-888-467-2378	
INSURED Riverside Arts Council P O Box 1662 Riverside, CA 92502	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Foremost Signature Insurance Company		41513
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** W1601795 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	PPS03229392	09/14/2016	09/14/2017	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 4,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY		PPS03229392	09/14/2016	09/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR				AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE					\$
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A			E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Riverside, its Officers, Agents, Employees and Volunteers are included as Additional Insureds as respects to General Liability.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Riverside
its Officers, Agents, Employees and Volunteers
3900 Main Street
Riverside, CA 92522

POLICY NUMBER: PPS03229392

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
The City of Riverside, its Officers, Agents, Employees and Volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**ISSUE DATE: 10-19-2016**

GROUP:
POLICY NUMBER: **0500935-2016**
CERTIFICATE ID: **11**
CERTIFICATE EXPIRES: **08-04-2017**
08-04-2016/08-04-2017

CITY OF RIVERSIDE
3900 MAIN ST
RIVERSIDE CA 92522-0002

SP

08-04-2016
HO

APPROVED

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

RIVERSIDE ARTS COUNCIL (A NON-PROFIT CORP.)
PO BOX 1862
RIVERSIDE CA 92502

[P1F,HO]

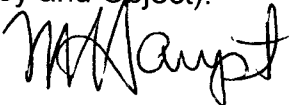
DATE: 9/23/16

CONTRACTOR: Riverside Arts Council

DESCRIPTION: Prof. Svc. Agreement

DEPARTMENT: Museum & Cultural Affairs

BUDGET ACCOUNT (GL Key and Object): 531000 - 450128

DEPT. HEAD APPROVAL: 

PLEASE RETURN TO: Leslie Mitchell, City Clerk's Office, ext. 4276