

City of Arts & Innovation

City Council Memorandum

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TO: HONORABLE MAYOR AND CITY COUNCIL DATE: NOVEMBER 19, 2019

FROM: CITY MANAGER'S OFFICE WARDS: ALL

**SUBJECT: PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH THE
GREATER RIVERSIDE CHAMBERS OF COMMERCE FOR SERVICES AND
SPONSORSHIPS PROVIDED TO THE CITY OF RIVERSIDE FOR FISCAL YEAR
2019/20 IN A TOTAL AMOUNT NOT TO EXCEED \$95,500 AND A TERM ENDING
JUNE 30, 2020 WITH TWO OPTIONAL TWO-YEAR EXTENSIONS**

ISSUES:

Approve a Professional Consultant Services Agreement with the Greater Riverside Chambers of Commerce for Services and sponsorships provided to the City of Riverside for Fiscal Year 2019/20 in a total amount not to exceed \$95,500 and a term ending June 30, 2020 with two optional two-year extensions and authorize the City Manager, or designee, to execute the agreement and the optional extensions as outlined herein.

RECOMMENDATIONS:

That the City Council:

1. A Professional Consultant Services Agreement with the Greater Riverside Chambers of Commerce for services and sponsorships provided to the City of Riverside for Fiscal Year 2019/20 in a total amount not to exceed \$95,500 and a term ending June 30, 2020 with two optional two-year extensions; and
2. Authorize the City Manager, or designee, to execute the Professional Consultant Services Agreement with the Greater Riverside Chambers of Commerce including the ability to execute the two optional two-year extensions subject to the availability of budgeted funds and make non-substantive changes.

BOARD RECOMMENDATIONS:

On October 28, 2019, the Board of Public Utilities, with five (5) members voting and two (2) members recusing themselves due to conflict of interest, approved an expenditure in an amount not to exceed \$68,000 for Fiscal Year 2019/20 to the Greater Riverside Chambers of Commerce for sponsorships and services specifically provided to the Public Utilities Department and conceptually approved the scope of services and sponsorships specifically provided to the Public Utilities Department as described herein.

BACKGROUND:

The Greater Riverside Chambers of Commerce (Chamber) has served the City of Riverside (City) and surrounding communities for over 100 years. The organization started in 1900 and took on two (2) important projects, which included bringing a rail line to Riverside and writing a City Charter later adopted by the City of Riverside board of Trustees in 1907. Collaboration between the City of Riverside and the Chamber began immediately and contracts between the two entities date back at least 50 years.

The Chamber has been instrumental and a key collaborator in many successful collaborations, businesses and infrastructure for the region over the last 100 years. Here are some of examples of these successes: having the State of California establish a Citrus Experiment Station at the base of Mt. Rubidoux and then to gain a larger station near Box Springs Mountain; Federal government to establish March Field as an aviation training facility in 1918, now known as March Air Reserve Base; helping to establish the Riverside National Cemetery in 1976; working to bring the Sherman Institute and the School for the Deaf to Riverside; establishing University of California, Riverside Liberal Arts College through letters, telephone calls, and trips to Sacramento and Washington D.C.; campaigned for Park Bonds in support of the creation of the 8th Street underpass; and for the planning of Riverside's first freeway in the 1940's and 1950's.

In 1934, in the midst of a depression, the Chamber was successful in attracting 30 conventions to the City. Through the years, the Chamber has recruited many businesses to Riverside, such as Rohr Aircraft, Bourns Inc., Flexsteel, Ralph's/Food 4 Less, Amtrak Call Center, Nordstrom, Wal-Mart, Hunter Engineering and the Wall Street Journal. The Chamber has also assisted with the re-opening of The Mission Inn Hotel and Spa; the Cal Tower Project; the creation of the Justice Center; and the establishment of Keep Riverside Clean and Beautiful that works to provide hands-on stewardship with litter prevention, graffiti eradication and tree planting projects that helps improve Riverside for our residents, business and visitors.

The Chamber has established itself as the voice of businesses in Riverside, speaking on behalf of approximately 1,350 member firms and collectively representing 112,000 employees. The Chamber helps local companies grow their business by taking the lead in programs and efforts that help create a strong local economy and make the community a great place to do business. It recognizes that the best interests of the business community are the same as the long-term interests of the community at large and thus supports initiatives that lead Riverside to a prosperous future. As a member-driven organization, the Chamber works daily to provide programs, product services, advocacy and networking designed to give its members return on their investment.

Through the Chamber's work, they have created a micro culture of networking and relationship development that leads to an environment of inclusiveness and service. They provide numerous opportunities for members and others to increase their contact base via various meetings, networking events and committees and serve as an advocate for business in the greater Riverside area. Often, a business will consider the Chamber the "first call" when it comes to expansion and referrals of ancillary businesses to the community. In addition, through the Chamber's active member call program, the Chamber is able to connect to all 1,350-chamber members annually to conduct a business check-up, which often leads to referrals to City Departments and resources.

In 2001, Riverside Public Utilities (RPU) entered into a partnership whereby the Chamber would

conduct certain targeted economic development activities in exchange for a set dollar annual commitment of funds. Since 2001, the amount varied slightly each year. The funds were paid from RPU's Public Utilities – Customer Engagement (Community Support Outreach and Education). The activities were meant to 1) target businesses for attraction that provided a significant electrical load growth that could benefit from RPU's Economic Development rate, 2) target businesses for attraction that could benefit from reduced electric and water rates compared to their current jurisdiction and 3) help facilitate meetings with current commercial ratepayers that were considering facilities' expansion.

Additionally, RPU opted to attend certain Chamber events, many of which were recognized at a sponsorship level that was higher than the amount paid. RPU finds Chamber events a great opportunity to engage with commercial business customers. For fiscal year 2018-2019, Chamber sponsored events included the following:

1. Business Expo
2. Mega Mixer
3. KRCB Recognition Luncheon
4. Good Morning Riverside Sponsor
5. Legislative Summit
6. Mayor's State of the City
7. Inaugural Ball
8. Athena Luncheon
9. Leadership Riverside Lunch

In general, RPU delivers electricity to customers through distribution and transmission facilities. These facilities represent long-term capital investment whose dollars are spread amongst all customers and recovered over periods in the range of 20 to 30 years. Energy is produced and/or obtained from generation facilities through long-term contracts to meet base load needs, with cyclical and peaking needs obtained through short-term contracts, internal generation or on the open market. The purchases through short-term contracts and the open market represent the marginal cost of power for increased load requirements. RPU has a number of fixed costs, which must be paid regardless of customer demand or load. Additional revenue generated by expanded load (new customers) will reduce the costs to existing customers, as the fixed costs will be allocated over a larger group of customers. Below is a brief description of RPU's fixed costs:

Distribution and Transmission Costs: Cost recovery for distribution and transmission facilities are built into electric rates based upon the number and load of existing customers and include a limited growth factor. Cost recovery for these fixed-costs is spread over several decades. Over a longer, several-year period, an increase of new customer load would help reduce the overall distribution and transmission costs for all customers.

Generation Costs: Energy costs for a significant new load represent RPU's marginal cost of power, a variable cost. At a minimum, any new customer should be charged for this marginal cost to ensure RPU receives revenues to cover new costs.

To encourage load growth and maintain current load, RPU works with the Chamber to attract and retain businesses.

DISCUSSION:

Successful economic development improves the character of Riverside's business community and the quality of life of its residents. Considering the City's impending Economic Development Action Plan launch, staff has determined that a more formalized agreement with a detailed scope of services and expansion of tasks is now appropriate. In addition, funding for this agreement will encompass additional City Departments as the partnership is meant to assist the City's overall Economic Development efforts.

The City is consolidating all Chamber services, sponsorships, memberships, and other benefits across all City Departments into a single agreement for a single payment for a total amount not to exceed \$95,500 for Fiscal Year 2019/20, which includes a \$68,000 expenditure from RPU. The agreement will include services already budgeted and received in the current and previous Fiscal Years and is not intended to add new Chamber services at this time. The intent is only to consolidate Chamber services Citywide in one place for public clarification and transparency.

Additionally, the agreement, including the scope of services, schedule of sponsorships and associated costs, will be reviewed and evaluated every two years during budget preparation and brought before the Board and City Council with the budget adoption.

The Scope of Services will include, but will not be limited to, the following services and benefits to this RPU goal.

1. Retention and expansion of local businesses

The Chamber will encourage a dialogue between businesses and the City to share priorities, concerns, plans for future growth and opportunities, gain and disseminate advance insight when businesses are considering potential changes or evaluating new directions, and enhance positive working relationships between businesses and the City.

2. Attraction and expansion of businesses from desired industries

The Chamber will continue Riverside's reputation as a City and community that welcomes business investment and growth, enhanced by our partnerships and collaborations between private and public stakeholders, and increase awareness of Riverside's potential and the many resources, talents, and treasures available to businesses and residents.

3. Support and training in key areas for businesses and entrepreneurs

The Chamber will provide training and resources to develop successful and sustainable businesses, including energy efficiency and conservation.

4. Increased awareness of local programs and resources that support business

The Chamber will provide multiple avenues and platforms to share local resources, economic development updates, and other information in a comprehensive and cohesive manner so that individuals looking to invest in, start, retain, or expand a business in Riverside can easily and quickly find beneficial information.

5. State of the City

The Chamber will assist in the facilitations of a "State of the City" consistent with section

405 of the Riverside City Charter, to allow the Mayor of Riverside to present the Mayor’s programs, objectives and priorities.

6. The Mission Inn Hotel & Spa Festival of Lights

The Chamber will coordinate multi-partner meetings for The Mission Inn Hotel & Spa Festival of Lights Switch-On Ceremony to facilitate communications.

7. Schedule of Sponsorships

The following sponsorships by the City will result in completion of Task 1 by the Chamber and will be defined in the scope of services:

Department	Activity/Event
Public Utilities	Economic Development Advertisements Advertisements KRCB KRCB Luncheon Business Expo/Mixer Mega Mixer/Tradeshow GMR Sponsorship Legislative Summit Mayor's State of the City Inaugural Ball Athena Luncheon Leadership Riverside Luncheon Festival of Lights
Community and Economic Development	Festival of Lights College & Career Fair Business Expo Mayor's State of the City SmartRiverside
Public Works	Mayor's State of the City Legislative Summit KRCB Luncheon
Police	Mayor's State of the City Leadership Riverside Luncheon
Citywide	Chamber Membership Leadership Training

Purchasing Resolution 23256, Section 702(c) provides that competitive procurement through the

informal and formal procurement process shall not be required when the Procurement can only be obtained from a sole source or timely from a single source and the Manager is satisfied that the best price, terms and conditions for the Procurement thereof have been negotiated.

The Purchasing Manager concurs that the recommended actions comply with Purchasing Resolution No. 23256, Section 702(c).

FISCAL IMPACT:

The fiscal impact of the Scope of Services and Schedule of Sponsorships specially associated with RPU is \$68,000 for Fiscal Year 2019-20. The total fiscal impact to the General Fund is \$27,500. Sufficient funds for the RPU portion are available in the Public Utilities' Community Support Outreach Education Account No. 6020000-456022. Sufficient Funds for the General Fund portion are included in the Fiscal Year 2019-20 budget and are dispersed amongst the identified Departments.

The Scope of Services, Schedule of Sponsorships and associated costs will be reviewed and adjusted every two years during budget preparation.

Prepared by:	Rafael Guzman, Assistant City Manager
Certified as to availability of funds:	Edward Enriquez, Chief Financial Officer/Treasurer
Approved by:	Al Zelinka, City Manager
Approved as to form:	Gary G. Geuss, City Attorney

Attachments:

1. Professional Consultant Services Agreement with the Greater Riverside Chambers of Commerce
2. October 28, 2019 Unofficial Board of Public Utilities meeting minutes
3. Presentation

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

GREATER RIVERSIDE CHAMBERS OF COMMERCE

Retention and Expansion of Local Businesses; Attraction and Expansion of Businesses from Desired Industries; Support and Training in Key Areas for Businesses and Entrepreneurs; Increased Awareness of Local Programs and Resources that Support Business; State of the City; and Festival of Lights

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2019 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and GREATER RIVERSIDE CHAMBERS OF COMMERCE, a California non-profit 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 Retention and Expansion of Local Businesses; Attraction and Expansion of Businesses from Desired Industries; Support and Training in Key Areas for Businesses and Entrepreneurs; Increased Awareness of Local Programs and Resources that Support Business; State of the City; and Festival of Lights ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2020, unless otherwise terminated pursuant to the provisions herein. This Agreement may be extended for two (2) additional two-year renewal terms upon the mutual written consent of both parties.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Ninety-Five Thousand Five Hundred Dollars (\$95,500.00), 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
City Manager's Office
City of Riverside
Attn: Brandi Becker
3900 Main Street
Riverside, CA 92522

To Consultant
Greater Riverside Chambers of Commerce
Attn: Cindie Roth
3985 University Avenue
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. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. 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. This provision shall survive the expiration or termination of this Agreement.

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. This provision shall survive the expiration or termination of this Agreement.

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. This provision shall survive the expiration or termination of this Agreement.

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 the Superior Court, 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, military and veteran status, 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:

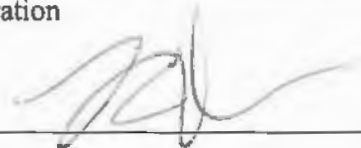
- Exhibit "A" - Scope of Services
- Exhibit "B" - Compensation
- Exhibit "C" - Key Personnel

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

GREATER RIVERSIDE CHAMBERS OF COMMERCE, a California non-profit corporation

By: _____
City Manager

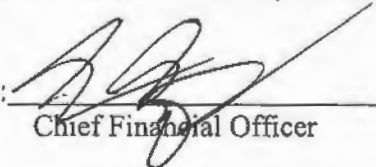
By: 
Robert Hicks

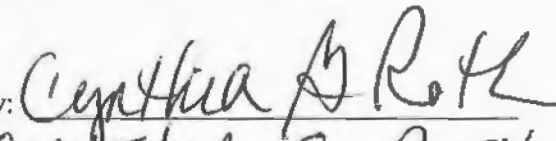
Attest: _____
City Clerk

[Printed Name]
Chairman of the Board

[Title]

Certified as to Availability of Funds:

By: 
Chief Financial Officer

By: 
CYNTHIA G. ROTH

[Printed Name]
Secretary

[Title]

Approved as to Form:

By: 
Senior Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The Scope of service will include, but will not be limited to, the following services and benefits.

1. Retention and expansion of local businesses

The Chamber will encourage a dialogue between businesses and the City to share priorities, concerns, plans for future growth and opportunities, gain and disseminate advance insight when businesses are considering potential changes or evaluating new directions, and enhance positive working relationships between businesses and the City. This task will be accomplished through the following deliverables:

Deliverables:

1A. Outreach to local business through in-person visits, phone calls, and other touch points by Chamber Ambassadors and Business Council Board members and identify any new developments and opportunities for growth as well as areas of concern expressed by the business owner, manager, or staff.

1B. Conduct online surveys of local business leaders that gauge their perspectives in key economic trends, seek feedback on recent developments or Chamber/City programs, or obtain board public input on community development and economic development action plans or strategies. Survey topics could also focus on industry projections for future growth in key sectors, assessments of local workforce strengths and sources, and evaluations of the general business climate within the City.

1C. Facilitate quarterly major employer visits that convene Chamber and City representatives with the leadership of major local employers to gauge their perspectives on the current business climate and identify and facilitate introductions with the potential vendors or business partners that may benefit from expanding or relocating to Riverside.

2. Attraction and expansion of businesses from desired industries

The Chamber will continue Riverside's reputation as a City and community that welcomes business investment and growth, enhanced by our partnerships and collaborations between private and public stakeholders, and increase awareness of Riverside's potential and the many resources, talents, and treasures available to businesses and residents. This task will be accomplished through the following deliverables:

Deliverables:

2A. Commit to the partnership and collaboration between the Chamber, the City, the County, the University of California, Riverside, California Baptist University, La Sierra University, and Riverside Community College District to identify and attract key assets and industries to relocate or expand to Riverside. Pivoting from the successful collaboration to bring the California Air Resources Board emissions testing facility to Riverside, work with these partners to actively focus on desired

industries and capitalize on specific opportunities.

2B. Partner with the City and other stakeholders to facilitate tours to introduce and raise awareness of local community assets to business leaders, investors, and decision-makers looking to potentially expand or relocate to Riverside. As with the tours conducted with employees from the California Air Resources board emissions testing facility, these tours would educate and inform guests on the available resources, educational opportunities, transit and livability opportunities, housing options and markets, and more to an interested business and its staff.

2C. Partner with the City to implement the Economic Development Action Plan. Promote engagement from business and community stakeholders, facilitate meetings with business, City, and higher education representatives, and periodically assess the Action Plan's effectiveness to stimulate business growth and economic activity.

2D. Facilitate periodic industry sector meetings that convene local businesses with Chamber, City, and higher education representatives to discuss industry priorities and needs, share City and Chamber programs and initiatives, and strategize opportunities for future business retention, growth, and expansion.

2E. Provide enhanced guidance and customer service businesses considering expansion in Riverside by connecting them with City resources and departments, helping navigate the development approval process, and promoting Riverside as an efficient and business-oriented community for potential investment.

3. Support and training in key areas for businesses and entrepreneurs

The Chamber will provide training and resources to develop successful and sustainable businesses. This task will be accomplished through the following deliverables:

Deliverables:

3A. Offer monthly seminars to local businesses and entrepreneurs that educate and inform on key topics, including human resources, marketing, procurement, and finance.

3B. Engage the Chamber's Business council board members and the Chamber's partnership with SCORE counselors to offer mentor guidance opportunities for entrepreneurs and new business owners.

3C. Connect entrepreneurs and new business owners with local business incubators (i.e., ExCITE) and support start-up programs (i.e., EPIC program). Additionally, provide these entrepreneurs and small businesses with more resources and opportunities through local small business development centers.

4. Increased awareness of local programs and resources that support business

The Chamber will provide multiple avenues and platforms to share local resources, economic development updates, and other information in a comprehensive and cohesive manner so that individuals looking to invest in, start, retain, or expand a business in Riverside can easily and quickly find beneficial information. This task will be

accomplished through the following deliverables:

Deliverables:

4A. Provide opportunities within Chamber programs like the Area Business Council INSIDE meetings and Economic Development Council meetings for the City to promote and share information relevant to business interests, updates on new developments, and opportunities for local business leaders to engage on City initiatives.

4B. Host links on Chamber’s website that will connect to City online resources and departments relevant to business needs.

4C. Showcase the City’s economic development and community development action plans and strategies on its website and social media platforms.

4D. Highlight key City and Chamber partnerships in the Chamber Newsletter.

5. State of the City

The Chamber will assist in the facilitations of a “State of the City” consistent with section 405 of the Riverside City Charter, to allow the Mayor of Riverside to present the Mayor’s programs, objectives and priorities.

Deliverables:

5A. Work with the management company of the Riverside Convention Center to coordinate the event including, but not limited to, booking the facility, planning the food, and coordinating all facility arrangements for the event.

5B. Promote the event through Chamber media platforms (i.e., website, newsletter, social media, etc.).

6. The Mission Inn Hotel & Spa Festival of Lights

The Chamber will coordinate multi-partner meetings for The Mission Inn Hotel & Spa Festival of Lights Switch-On Ceremony to facilitate communications.

Deliverables:

6A. Organize a minimum of five meetings with City staff and other partners for The Mission Inn Hotel & Spa Festival of Lights event planning.

6B. Plan, prepare and execute litter cleanup for The Mission Inn & Spa Festival of Lights Switch-On Ceremony, which occurs on the day after Thanksgiving.

6C. Recruit, organize and manage volunteers (usually over 250) to assist with litter cleanup, trash collection and volunteer assignments (e.g., information booths, stage and runners) for The Mission Inn Hotel & Spa Festival of Lights Switch-On Ceremony.

EXHIBIT "B"

COMPENSATION

Compensation for the initial term of the agreement ending June 30, 2020, is \$95,500 with \$68,000 paid from the Public Utilities Department and \$27,500 paid from the General Fund.

City-Chamber Partnerships

Schedule of Sponsorships

Department	Activity/Event	Description	Amount
Public Utilities	Economic Development	Services	\$25,000
	Advertisements	Chamber Newsletter - one pg. monthly	\$15,000
	Advertisements	Chamber Magazine - one pg. (every 18 mo.)	\$3,500
	KRCB	Waterwise Landscape Sponsorship	\$2,500
	KRCB Luncheon	Table Sponsorship	\$50
	Business Expo/Mixer	Investment	\$1,000
	Mega Mixer/Tradeshow	Investment	\$500
	GMR Sponsorship	Investment	\$1,750
	Legislative Summit	Table Sponsorship	\$600
	Mayor's State of the City	Table Sponsorship	\$600
	Inaugural Ball	Table Sponsorship	\$1,000
	Athena Luncheon	Table Sponsorship	\$1,000
	Leadership Riverside Luncheon	Table Sponsorship	\$500
	Festival of Lights	Pass-through only	\$15,000
			\$68,000
Community and Economic Development	Festival of Lights	Monetary contribution for Chamber services	\$7,500
	College & Career Fair	Booth at event	\$2,500
	Business Expo	Booth at event	\$2,500
	Mayor's State of the City	Table Sponsorship	\$750
	SmartRiverside	Listing in Chamber Directory	\$250
			\$13,500
Public Works	Mayor's State of the City	Table Sponsorship	\$750
	Legislative Summit	Table Sponsorship	\$600
	KRCB Luncheon	Table Sponsorship	\$400
			\$1,750
Police	State of the City Sponsorship	Table Sponsorship	\$750
	Leadership Riverside Luncheon	Table Sponsorship	\$500
			\$1,250
Citywide	Chamber Memberships		\$5,000
	Leadership Training		\$6,000
			\$11,000
Total			\$95,500

EXHIBIT "C"

KEY PERSONNEL

- Cindy Roth
- Nick Adcock
- Aly Herrera – Festival of Lights
- Andrew Sall – Mayor’s State of the City
- Brooke Biddle – Economic Development

CITY OF RIVERSIDE

BOARD OF PUBLIC UTILITIES

Minutes of: Meeting of the Board of Public Utilities
Date of Meeting: October 28, 2019
Time of Meeting: 6:30 p.m.
Place of Meeting: Art Pick Council Chambers
3900 Main Street (at Main and Tenth Streets)
Riverside, California

CHAIR CALLED MEETING TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG WAS GIVEN

PRESENTATIONS

1. Four students and their art teacher from Woodcrest Christian High School were recognized for Riverside Public Utilities 2019 SPLASH into Cash Bottled Water label art contest: Klaudia Blaszczyk, Madeleine Chaffin, Elyssa Smith, Ella Whitehouse and Mrs. Thomale.

Roll Call

Present:

David Crohn
Jeanette Hernandez
Ana Miramontes
Gil Ocegüera

Jennifer O'Farrell
Elizabeth Sanchez-Monville
Jo Lynne Russo Pereyra
Andrew Walcker

Absent: Dave Austin

Consent Calendar

Item #6 on the Consent calendar was moved to Discussion.
Item #8 was pulled and rescheduled to a future meeting date.

A motion was made to approve items remaining items on the Consent Calendar:

Motion – O'Farrell Second – Walcker

Ayes: Crohn, Hernandez, Miramontes, Ocegüera, Russo-Pereyra, Sanchez-Monville,

Absent: Walcker

5. The Board of Public Utilities:

Awarded Bid No. RPU-7695 for the construction of the FY2019-20 Groundwater Well Rehabilitation Project to Layne Christensen, of Redlands, California, in the amount of \$578,678.57; and approved the capital expenditures for Work Order No. 1921584 in the amount of \$318,000, which include all design, construction, contract administration, inspection, and construction change order authority costs for rehabilitating the Flume 7

Well; approved the capital expenditures for Work Order No. 1921585 in the amount of \$449,000 which include all design, construction, contract administration, inspection, and construction change order authority costs for rehabilitating the Gage 31-1R Well; and authorized the City Manager, or designee, to execute construction agreements and any other documents necessary to effectuate the project described herein, as well as, the ability to make minor non-substantive changes including changes to each of the work order amounts not-to exceed the cumulative project total of \$767,000 and in accordance with all purchasing policies.

7. The Board of Public Utilities:

Approved the Riverside Public Utilities Electric 2020 Annual Resource Adequacy Plan compliance filing; and authorize filing the Riverside Public Utilities Electric 2020 Annual Resource Adequacy Plan with the California Independent System Operator in compliance with Section 40 of its tariff.

DISCUSSION CALENDAR

6. That the Board of Public Utilities recommend that the City Council approve the Fourth Amendment to the Program Order of the Master Inter-Utility Agreement with Southern California Gas Company; approve increasing the Energy Savings Assistant Program amount by \$500,000 for a total program amount of \$1,000,000 for Fiscal Year 2019-2020 in order to continue to support low-income customers through the end of the fiscal year; and authorize the City Manager, or designee, to execute the Program Order with Southern California Gas Company including the ability to make any minor, non-substantive changes without exceeding the approved program budget.

Interim Manager Tracy Sato made a presentation to the Board explaining the collaboration between Riverside Public Utilities and Southern California Gas Company to provide no cost energy efficiency measures to low income customers paid for from Public Benefits funds. She noted that Southern California Gas will assess an administrative fee of no more than 10% of the total compensation charged in the next fiscal year.

After discussion, a motion was made to accept staff recommendation:

Motion – Crohn Second – O'Farrell

Ayes: Hernandez, Miramontes, Ocegüera, Russo-Pereyra, Sanchez-Monville, Walcker

Absent: Austin

9. That the Board of Public Utilities approve an increase to Work Order No. 1707248 by \$7,228,650 for a total amount of \$10,888,650 for fiscal year 2019-2020 for the second phase of implementation of an Electric Advanced Meter System and Meter Data Management System; recommend that the City Council approve changes to the Fiscal Year 2019/20 Master Personnel Detail as described herein; and recommend that the City Council approve an interdepartmental Budget Transfer of personnel funds totaling \$155,668 from the Field Services Division 601000 to the Electric Operations Division 610000.

Senior Project Manager Jennifer Tavaglione presented to the Board the successful implementation of the first phase of Advanced Meter Infrastructure and Meter Management System. She provided details on the second and third phases of implementation of AMI meters citywide. She briefed the Board on system security, personnel issues and community outreach.

After discussion, a motion was made to approve item:

Motion – Ocegüera Second – Miramontes

Ayes: Crohn, Hernandez, Miramontes, O'Farrell, Russo-Pereyra, Sanchez-Monville, Walcker

Absent: Austin

10. Board Member Andrew Walcker recused himself from the following item due to conflict of interest, as he is a member of the Greater Riverside Chamber of Commerce Board of Directors, left the dais and did not participate in the discussion

Board Member Ana Miramontes recused herself from the following item due to conflict of interest, as she is a member of the Greater Riverside Chamber of Commerce Board of Directors, left the dais and did not participate in the discussion.

That the Board of Public Utilities approve an expenditure in an amount not to exceed \$68,000 for Fiscal Year 2019/20 to the Greater Riverside Chambers of Commerce for sponsorships and services specifically provided to the Public Utilities Department as described herein; and conceptually approve the scope of services and sponsorships specifically provided to the Public Utilities Department as described herein.

General Manager Todd Corbin gave the Board background on the positive partnership history of Greater Riverside Chambers of Commerce with the Utility. He explained this item is a consolidation of Chamber services for all City departments into one agreement, RPU's share being \$68,000. Board members expressed positive support for the Chamber activities.

A motion was made to approve item:

Motion – O'Farrell Second – Sanchez-Monville

Ayes: Crohn, Hernandez, O'Farrell, Russo-Pereyra, Sanchez-Monville

Absent: Austin

11. That the Board of Public Utilities approve Work Order No. 2008392 in the total amount of \$850,000 for design, construction, and construction contingency costs for the Gage 46-1 Water Treatment Plant Modification Project; and authorize staff to utilize the Consultant's Panel to seek a professional services agreement to investigate and develop a long-term water treatment and operational approach to reduce concentrations of chemical substances known as perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS) for a not to exceed amount of \$150,000.

Assistant General Manager, Water, Todd Jorgenson presented information on the current law requiring expanded water quality monitoring of PFOA and PFOS. Testing has shown varying detection levels of PFOS and PFOA in Riverside wells. Assistant General Manager Todd Jorgenson explained to the Board the availability of Gage 46-1 well for treatment of chemicals. Board members shared positive comments of support.

A motion was made to approve item:

Motion – Sanchez-Monville Second – Crohn

Ayes: Hernandez, Miramontes, Ocegüera, O'Farrell, Russo-Pereyra, Walcker

Absent: Austin

BOARD MEMBER/STAFF COMMUNICATIONS

12. Systematic reporting on meetings, conferences, and seminars by Board members and/or staff
- No reported items.
13. Items for future Board of Public Utilities consideration as requested by a member of the Board of Public Utilities - None

GENERAL MANAGER'S REPORT

14. SHARE Customer Update
15. Monthly Power Supply Report – August 2019
16. Monthly Water Report – August 2019
17. SCPA Monthly Agenda & Minutes – September 19, 2019 Agenda and August 15, 2019 Minutes
18. Open Work Orders over \$200,000 and Closed Work Orders – Summary Report for September 2019
19. Electric/Water/Consultant Contract Panel Update as of October 1, 2019
20. Contracts Executed Not Requiring Board Approval – September 2019
21. City Council/Committee Agendas
22. Electric/Water Utility Acronyms

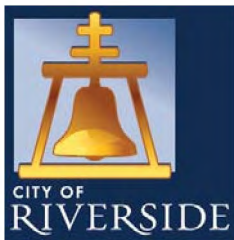
General Manager Todd Corbin mentioned to the Board the recent statewide planned outages have not affected Riverside. Board members commended him on his outreach and information during uncertain times.

Chair Russo-Pereyra adjourned the meeting at approximately 8:13 p.m. The next regular meeting of the Board of Public Utilities will be on Monday, November 25, 2019 at 6:30 p.m.in the Art Pick Council Chamber, Riverside, California.

By: _____
Todd M. Corbin, Secretary
Board of Public Utilities

Approved by: City of Riverside Board of Public Utilities

Dated October 28, 2019



**PROFESSIONAL CONSULTANT SERVICES AGREEMENT
WITH THE GREATER RIVERSIDE CHAMBERS OF
COMMERCE FOR SERVICES AND SPONSORSHIPS IN
THE AMOUNT OF \$95,500**

City Manager's Office

City Council
November 19, 2019

RiversideCA.gov

BACKGROUND

Chamber History

1. Began in 1900 and served community for over 100 years
2. Helped bring rail line to Riverside
3. Helped write the City Charter adopted in 1907
4. Contracts between City and Chamber date back 50 years
5. 1,350 Chamber members
6. 2001 RPU entered into partnership with Chamber



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BACKGROUND

Chamber was instrumental in the following collaborations

1. State of California establish a Citrus Experiment Station at base of Mr. Rubidoux and then a larger station near Box Springs Mountain
2. Establishment of March Field as an aviation training facility in 1918 by the Federal Government now known as March Air Reserve Base
3. Helped establish Riverside National Cemetery in 1976
4. Worked to bring Sherman Institute and the School for the Deaf to Riverside
5. Helped establish University of California, Riverside Liberal Arts College
6. Campaigned for park bonds in support of 8th Street underpass
7. Helped plan Riverside's first freeway in the 1940's



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BACKGROUND

1. In 1934, Chamber was successful in attracting 30 conventions to the City
2. Chamber has helped recruit several businesses, such as, Rohr Aircraft, Bourns, Inc., Flexsteel, Ralph's/Food 4 Less, Amtrak Call Center, Nordstrom, Wal-Mart, Hunter Engineering, and Wall Street Journal
3. Assisted with reopening of Mission Inn Hotel and Spa
4. Assisted with Creation of Justice Center and the Cal Tower Project
5. Established Keep Riverside Clean and Beautiful



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DISCUSSION

1. Successful economic development improved character of Riverside's business community
2. Formalized agreement with detailed scope of services is appropriate
 - A. Consolidate Citywide Services
 - B. \$95,500 for Fiscal Year 2019/20
 - i. Includes Services already budgeted
 - ii. No new services



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DISCUSSION

1. Scope of Service includes
 - A. Retention and expansion of local business
 - B. Attraction and expansion of businesses from desired industries
 - C. Support and training in key areas for businesses and entrepreneurs
 - D. Increased awareness of local programs and resources that support business
 - E. State of City
 - F. The Mission Inn Hotel & Spa Festival of Lights



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DISCUSSION

Schedule of Sponsorships

Public Utilities	Economic Development
	Advertisements
	Advertisements
	KRCB
	KRCB Luncheon
	Business Expo/Mixer
	Mega Mixer/Tradeshow
	GMR Sponsorship
	Legislative Summit
	Mayor's State of the City
	Inaugural Ball
	Athena Luncheon
	Leadership Riverside Luncheon
	Festival of Lights

Community and Economic Development	Festival of Lights
	College & Career Fair
	Business Expo
	Mayor's State of the City
	SmartRiverside
Public Works	
	Mayor's State of the City
	Legislative Summit
	KRCB Luncheon
Police	
	Mayor's State of the City
	Leadership Riverside Luncheon
Citywide	
	Chamber Membership
	Leadership Training



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RECOMMENDATIONS

That the City Council:

1. A Professional Consultant Services Agreement with the Greater Riverside Chambers of Commerce for services and sponsorships provided to the City of Riverside for Fiscal Year 2019/20 in a total amount not to exceed \$95,500 and a term ending June 30, 2020 with two optional two-year extensions; and
2. Authorize the City Manager, or designee, to execute the Professional Consultant Services Agreement with the Greater Riverside Chambers of Commerce including the ability to execute the two optional two-year extensions subject to the availability of budgeted funds and make non-substantive changes.



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