

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



ITEM: 3.12
(ID # 19315)

MEETING DATE:

Tuesday, September 13, 2022

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: RIVERSIDE COUNTY OFFICE OF ECONOMIC DEVELOPMENT: Authorize Allocation of American Rescue Plan (ARPA) Funding in the Amount of \$1,913,319 for the Riverside County Tourism Recovery Campaign, and Approve and Execute the Professional Services Agreement with Riverside Convention Center & Visitors Bureau, Without Seeking Competitive Bids. Districts 1,2,5. [\$1,913,319 - 100% United States Department of Treasury's ARPA Funds] (CEQA Exempt) (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt under the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15301; and
2. Approve \$1,913,319 from the American Rescue Plan Act (ARPA) Coronavirus Relief fund for the Economic Recovery Tourism Recovery Campaign resulting from COVID-19; and
3. Approve the attached Agreement for the Tourism Recovery Campaign, in a total amount not to exceed \$1,681,000, through December 31, 2024, with Riverside Convention Center and Visitors Bureau, without seeking competitive bids; and authorize the Chair of the Board of Supervisors to sign the Agreement on behalf of the County; and

Continued on page 2

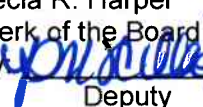
ACTION:


Suzanne Holland, Director of Office of Economic Development 9/17/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 13, 2022
xc: OED

Kecia R. Harper
Clerk of the Board
By 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Director of Riverside County Office of Economic Development, or designee, to take necessary steps to implement and administer the Tourism Recovery Program including, signing subsequent, necessary, and related documents to implement the Programs, subject to approval as to form by County Counsel; and
5. Approve and direct the Auditor-Controller to make budget adjustments as shown on Schedule A.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,913,319	\$ 0	\$ 1,913,319	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% ARPA Funds			Budget Adjustment: Yes	
			For Fiscal Year: 22/23–24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 6, 2020, the Board of Supervisors authorized the creation of the Riverside County Tourism Recovery Campaign to support rebuilding of the County’s tourism industry which suffered negative economic impacts as a result of the COVID-19 pandemic. The effort allocated \$1.5 million of CARES Act funds for the campaign which provided funding for the tourism and visitors bureaus in the County to fund marketing and promotional campaigns along with the purchase of personal protective equipment and facility improvements.

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. ARPA funds are intended to provide support to State, local, and Tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). On May 17, 2021, Riverside County received \$239,937,299 as a first installment of its American Rescue Plan Act funding allocation estimated in total at \$439 million.

The County’s Economic Recovery Task Force (ERTF) presented to the Board on May 5, 2021, the Strategic Economic Recovery Framework which included short and long-term action items, such as Small Business Assistance, Regional Tourism Marketing Campaign, Business Ecosystem Support as well as Investment in Small Business Development and Innovation and Entrepreneurship Hubs, for a coordinated economic recovery from the pandemic and for the growth of the region whose trajectory includes the principles of equal access to opportunities and addressing barriers for economic equity and inclusion.

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The Riverside County Office of Economic Development is proposing to use \$1,913,319 of the County's Economic Recovery ARPA funding to continue supporting the County Tourism Recovery Campaign and help rebuild the designated impacted industry as a result of the ongoing negative impacts from the COVID-19 pandemic. This continued program will provide \$1,681,000 for the Riverside Convention Center & Visitors Bureau (RCVB), whose primary function is to grow tourism and convention/conference activities in the County and support the hospitality industry. \$232,319 is also recommended for the Office of Economic Development's costs for administration of the County's Tourism Recovery Campaign. RCVB has an action plan which includes detailed information on how the funding will be utilized, consistent with the overall program objective. Throughout the program time frame, RCVB will provide monthly reporting on the impact the Tourism Recovery Campaign is having in their region. RCVB is the only destination marketing organization in northwestern Riverside County and has a proven track record of tourism efforts in the area. To generate additional tourism to the region the partnership would focus funding to the following activities:

- **Western Riverside County Tourism Campaign**

Western Riverside County includes seven cities, a population of over one million residents, and numerous retail and entertainment opportunities that drive economic impact. Yet, neither the region nor any of its municipalities have a comprehensive tourism campaign that markets regional destination assets. Numerous arts and cultural venues and museums, entertainment venues, retail establishments, individual municipal economic development departments and chambers of commerce, local downtown partnerships, and other entities speak with singular and limited marketing voices. A Western Riverside County Tourism Campaign would focus efforts on the areas including Beaumont, Banning, Corona, Cherry Valley, Eastvale, Norco, Jurupa Valley, Moreno Valley, Perris, Riverside, San Timoteo Canyon, and additional areas of the region and will catalogue and promote the regions tourism assets.
- **Riverside Convention Center Sales & Marketing Initiative**

A new sales and marketing initiative will be developed and executed to drive revenue to the Riverside Convention Center and increase economic impact on downtown Riverside and surrounding areas. The sales initiative will include a new Destination Services position that promotes local activities and retail opportunities to optimize guest experience and drive economic impact. A new and robust social media strategy will be developed and executed with the goal of achieving sustained growth in digital traffic.
- **Riverside Convention Center COVID-Related Enhancements**

While the COVID-19 pandemic has had a dramatically negative impact on convention business, it also provides a unique opportunity to rebrand the Riverside Convention Center as one of Southern California's premier convention venues featuring unique outdoor meeting and gathering space, an amenity in great demand post-COVID. Already a distinctive feature and selling point of the Center, enhancements to the outdoor plaza would expand opportunities to attract new and larger groups that desire both the health & safety and psychological benefits of outdoor meeting space for meetings, receptions, and entertainment. Enhancements to the Center's outdoor plaza to drive new business include

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mobile shade structure to provide relief during the hotter months, and enhanced lighting, sound, and information technology/wi-fi.

- **The Riverside Sports Commission**

The Riverside Sports Commission (RSC) sells and markets the region to sporting event planners. RHC leadership initiated and chaired the effort to build the world-class Riverside Aquatics Complex. The RSC seeks to fulfill its promise as “Sports Town USA” in the youth sports market. In order to regain lost aquatics business due to COVID-19, and target new types of sports business, the RSC will expand its targeted sales, marketing, and sponsorship regional efforts. Funds will support the efforts to generate others sports business, including dance and cheerleading competitions that use the convention center, refresh the Riverside Sports Commission’s website, and create a strong and sustainable social media campaign.

- **Sports Competition and Venue Feasibility Study**

Western Riverside County is known as a national hotspot for youth sports competitions and is well positioned to attract more major youth sports competitions and drive significant economic activity (hotel use, retail spending) to the region. The RSC will conduct a feasibility study to examine the viability of attracting major youth sports competitions to the region. The study would include a survey of national, state, and regional youth sports organizations, and the estimated growth trajectory of each sport; the opportunities growing sports present to drive economic activity in the region; a survey of competition venues in the region that could, separately or in combination with each other, accommodate large competitions; a survey of hotel supply and requisite retail activity in regions of the area to meet existing and future competition demand; recommendations of the types, sizes, and characteristics of new facilities that would be required to meet and grow with increasing demand; and viable options for the acquisition of land and funding for venue development and sustainability.

A total administration budget of \$232,319 is comprised of five (5) percent of Riverside County Tourism Recovery program through three destination marketing organizations to cover staff time in administering, monitoring, and reporting over a three-year program period. This total includes \$84,050 for administration of today’s proposed contract with RCVB, \$87,969 for administration of the contract with Visit Greater Palm Springs (March 22, 2022 BOS Agenda Item No.3.25), and \$60,300 for administration of the contract with Visit Temecula Valley (March 22, 2022 BOS Agenda Item No.3.25 and July 26, 2022 BOS Agenda Item No. 3.31).

Tourism has historically been a critical component of Riverside County’s economy with its direct and indirect job creation, and generation of sales tax revenue, and transient occupancy tax revenue. The tourism and hospitality sector are one of the most negatively impacted industries in Riverside County by COVID-19. Visit California, the State’s official destination marketing organization, contracts with Dean Runyan Associates to study the travel industry economy across the state of California, including detailed economic impact in Riverside County. In 2021, Visit California released an economic impact study on California’s travel industry for 2020 and prior years. The study estimated that in 2019, the hospitality industry generated 86,600 direct jobs for Riverside County. Due to COVID-19 an

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estimated 19% (16,720) of those jobs were lost with most of the work in frontline occupations. The report noted that direct travel spending in Riverside County was down by 39.2% from 2020, a \$3.5 billion loss to the industry.

Impact on Residents and Businesses

The proposed funding for tourism is expected to have a positive impact on the entire county, including its businesses and residents. Tourism affects most sectors of the economy and contributes to sales and transient occupancy tax revenues, jobs, and income.

PROFESSIONAL SERVICE AGREEMENT

for

THE RIVERSIDE COUNTY TOURISM RECOVERY CAMPAIGN

between

COUNTY OF RIVERSIDE

and

RIVERSIDE CONVENTION CENTER & VISITORS BUREAU



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This Agreement, made and entered into this _____ day of July, 2022, is by and between RIVERSIDE CONVENTION CENTER & VISITORS BUREAU, (herein referred to as "CONTRACTOR"), a division of Raincross Hospitality Corporation, and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Service.

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

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work as stated in Exhibit A. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 31, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms in Exhibit A, Scope of Service. Maximum payments by COUNTY to CONTRACTOR shall not exceed ONE MILLION SIX HUNDRED AND EIGHTY-ONE THOUSAND DOLLARS (\$1,681,000.00) including all expenses and shall be paid upon execution of this Agreement. All funds must be expended by December 31, 2024, in accordance with the American Rescue Plan Act of 2021 (ARPA). The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or

products. Unless otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

4. Monthly Reporting

4.1 CONTRACTOR shall provide monthly reporting detailing the expenditure of funds, meeting of milestones, and overall successes in accordance with Exhibit A.

5. Alteration or Changes to the Agreement

5.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

5.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

6. Termination

6.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

6.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

6.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

6.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

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

6.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

7. Ownership/Use of Contract Materials and Products

7.1 The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY, except as required in performing the services described in Exhibit A.

8. Conduct of Contractor

8.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

8.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

9. Inspection of Service; Quality Control/Assurance

9.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

9.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

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10. Independent Contractor/Employment Eligibility

10.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any

benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

10.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

10.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

10.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently

sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

10.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

11. Subcontract for Work or Services

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

12. Disputes

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

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

13. Licensing and Permits

13.1 CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

14. Use By Other Political Entities

14.1 The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

15. Non-Discrimination

15.1 CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

16. Records and Documents

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

17. Confidentiality

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

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

18. Administration/Contract Liaison

18.1 The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

19. Notices

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

COUNTY OF RIVERSIDE

OFFICE OF ECONOMIC
DEVELOPMENT
3403 10TH Street, Suite 400
Riverside, CA 92501

CONTRACTOR

RIVERSIDE CONVENTION
CENTER & VISITORS BUREAU
3750 University Ave. #570
Riverside, CA 92501

20. Force Majeure

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

21. EDD Reporting Requirements

21.1 In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and

certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

22. Hold Harmless/Indemnification

22.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

22.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

22.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

22.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

23. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Reserved.

E. General Insurance Provisions - All lines:

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

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

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

24. General

24.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

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

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

24.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

24.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

24.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

24.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

24.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

24.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

24.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

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

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

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

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

RIVERSIDE CONVENTIN CENTER & VISITORS BUREAU, a division of Raincross Hospitality Corporation

By: 
Jeff Hewitt, Chair
Board of Supervisors


By: 
Ted Weggeland
President/CEO

Dated: SEP 13 2022

Dated: 7/25/22

APPROVED AS TO FORM:

County Counsel

By: 
Stephanie Nelson
Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk
By: 
DEPUTY

EXHIBIT A
(behind this page)

EXHIBIT A – SCOPE OF SERVICE

Western Riverside County Tourism Campaign \$575,000.00

Western Riverside County includes seven cities, a population of over one million residents, and numerous retail and entertainment opportunities that drive economic impact. Yet, neither the region nor any of its municipalities have a comprehensive tourism campaign that markets regional destination assets.

Numerous arts and cultural venues and museums, entertainment venues, retail establishments, individual municipal economic development departments and chambers of commerce, local downtown partnerships, and other entities speak with singular and limited marketing voices. A Western Riverside County Tourism Campaign would focus efforts on the areas including Beaumont, Banning, Corona, Cherry Valley, Eastvale, Norco, Jurupa, Moreno Valley, Perris, Riverside, San Timoteo Canyon, and additional areas of the region.

Riverside Convention Center Sales & Marketing Initiative \$500,000.00

A new sales and marketing initiative will be developed and executed to drive revenue to the Riverside Convention Center and increase economic impact on downtown Riverside and surrounding areas. The sales aspect of the initiative will include generating qualified leads (identifying new meeting planners and groups that would be a good fit for the Riverside Convention Center and its Riverside limited hotel supply), developing convention leads through relationships with regional businesses, governmental agencies, NGOs, and NPOs to uncover new business opportunities; increase tradeshow participation to develop new leads; increase the number of direct sales calls; and sponsor special client event activities as an inducement to book events. The sales initiative will also include a new Destination Services position that promote (to future convention attendees) local activities and retail opportunities to optimize guest experience and drive economic impact.

A new marketing initiative will complement the sales effort through market research through leading national convention & meetings organizations, expand the Riverside Convention & Visitors Bureau's marketing sophistication and reach. The marketing initiative will, among other things, support regional advertising; new trade show marketing brochures; new trade show booth; reimaged website to improve its structure, graphics, content, and navigation (and increasing search engine optimization) virtual tour of the Riverside Convention Center's interior and exterior elements; and creation of videos of various aspects of the Riverside Convention Center. The initiative will build awareness of the venue, its specialized services, highlight its competitive advantages, and focus on its commitment to cleanliness and COVID safety procedures. It will also re-introduce downtown Riverside and its many new and coming new developments to meeting planners.

A new and robust social media strategy will be developed and executed with the goal of achieving sustained growth in digital traffic. This initiative will include digital planning, paid search, and digital advertising for a visitation campaign. The marketing initiative will be developed by a dedicated marketing manager who will create and implement the new plan and measure its results.

A paid and earned media plan will be developed and implemented to drive awareness of Western Riverside County as a destination location in Southern California. The paid plan will include advertising in statewide and regional tourism-related publications, while the earned media plan will aim at developing stories in tourism-related publications and Southern California newspapers with significant readership reach.

Riverside Convention Center COVID-Related Enhancements

Exterior Enhancements \$65,000.00

While the COVID pandemic has had a dramatically negative impact on convention business, it also provides a unique opportunity to rebrand the Riverside Convention Center as Southern California's premier convention venue featuring unique outdoor meeting and gathering space, an amenity in great demand post-COVID. Already a distinctive feature and selling point of the Center, enhancements to the outdoor plaza would expand opportunities to attract new and larger groups that desire both the health & safety and psychological benefits of outdoor meeting space for meetings, receptions, and entertainment.

Enhancements to the Center's outdoor plaza to drive new business include mobile shade structure to provide relief during the hotter months, and enhanced lighting, sound, and information technology/Wi-fi.

Interior Enhancements \$131,000.00

Health-Safety COVID/cleaning technology

An upgrade to the Center's cleaning analytics software (TRAX) would increase the convention center's ability to track guest counts in high traffic areas sending an automatic cleaning trigger to dispatch a staff member to perform cleaning and disinfection tasks.

Bleachers for sports and other events

Given the loss of sports business during the pandemic (discussed below), the Riverside Sports Commission will need to focus attracting new, indoor sports competitions at the Riverside Convention Center. Key to attracting such competitions is mobile indoor bleacher seating, including for dance, cheerleading, and the growing eSports market. Bleachers would also enhance the convention center's ability to book non-sport-related events that previously could not consider the venue due to a lack of seating capacity.

Digital Monitors

Digital monitors/screens in the Center's foyers and throughout the building (entrances to each room) are important in providing updated information to clients and guests. Not only can they provide health & safety reminders (e.g., the importance of social distancing), but they can be used to share information relating to downtown's many cultural (e.g., the Fox and The Cheech) and retail (shopping and dining) opportunities, helping to drive revenue to establishments still recovering from the pandemic.

Modernize marquee located at the corner of Market and Third Streets

Replacing outdated software and upgrading digital quality of the marquee will allow the Riverside Convention Center to better communicate its events and market downtown Riverside events.

The Riverside Sports Commission \$300,000.00

The Riverside Sports Commission (RSC) sells and markets the region to sporting event planners. RHC leadership initiated and chaired the effort to build the world-class Riverside Aquatics Complex.

The RSC seeks to fulfill its promise as “Sports Town USA” in the youth sports market. Tremendous headway was made prior to the pandemic. Since the beginning of COVID, however, Riverside aquatics-related competitions business (swimming, water polo, diving, and synchronized swimming) has evaporated due primarily to the unavailability/strict COVID-related usage requirements of the Riverside Aquatics Complex. As a result, reliable and solid business has been lost to competing cities in southern California. It will be a challenge to get them to return.

To regain lost aquatics business and target new types of sports business, the RSC will expand its targeted sales, marketing, and sponsorship regional efforts. Funds will support the efforts of local organizing committees (LOCs), which play the major role in producing events in partnership with regional, state, and national sports organizations. They will also be used to support efforts to generate other sports business, including dance and cheerleading competitions that use the convention center, and increase sports tradeshow attendance, sponsor competitions, pay bid fees, refresh the Riverside Sports Commission’s website, and create a strong and sustainable social media campaign.

Sports Competition and Venue Feasibility Study \$110,000.00

Located in the western United States and squarely in the center of sports-rich and destination-desirable Southern California, Western Riverside County is known as a national hotspot for youth sports competitions. As it was with the building of the Riverside Aquatics Complex, Western Riverside County is primed to take advantage of its unique attributes to attract more major youth sports competitions and drive significant economic activity (hotel use, retail spending) to the region.

The Riverside Sports Commission proposes a feasibility study be undertaken to study the viability of attracting major youth sports competitions to the region. The study would include a survey of national, state, and regional youth sports organizations, and the estimated growth trajectory of each sport; the opportunities growing sports present to drive economic activity in the region; a survey of competition venues in the region that could, separately or in combination with each other, accommodate large competitions; a survey of hotel supply and requisite retail activity in regions of the area to meet existing and future competition demand; recommendations of the types, sizes, and characteristics of new facilities that would be required to meet and grow with increasing demand; and viable options for the acquisition of land and funding for venue development and sustainability.

TOTAL REQUEST

Western Riverside County Tourism Campaign:	\$575,000.00
Riverside CVB Sales and Marketing Initiatives:	\$500,000.00
Riverside Sports Commission Sales & Marketing Initiative:	\$300,000.00
Sports Feasibility Studies:	\$110,000.00
Exterior Enhancements to the Riverside Convention Center:	\$65,000.00
Interior Enhancements to the Riverside Convention Center:	<u>\$131,000.00</u>
TOTAL AMOUNT:	\$1,681,000.00

Monthly status reports will be provided to Riverside County Office of Economic Development to track the progress of the professional service agreement.