

**MEMORANDUM OF
UNDERSTANDING**

between

County of Riverside Economic Development Agency/
Workforce Development Division

and

Greater Riverside Hispanic Chamber of Commerce

This Memorandum of Understanding (“MOU”) is made and entered into the ___ day of _____ 2017, by and between the County of Riverside, a political subdivision of the State of California, by and through its Economic Development Agency/Workforce Development Division (collectively “County”), and the Greater Riverside Hispanic Chamber of Commerce (GRHCC), a 501 (c)6 tax-exempt, California non-profit organization pursuant to §170(b)(1)(A)(vi) of the Internal Revenue Code (collectively “Chamber”). The County and Chamber are collectively referred to herein as the “Parties.”

1. Purpose

This MOU outlines the agreement between the Parties to promote the economic advancement of the local Hispanic business community through workforce and economic development initiatives.

2. Background

Businesses owned by Hispanics are being created at a significantly faster pace than “total” businesses in the United States, California, and the Inland Southern California region. From 2007-2012, the number of Hispanic-owned businesses grew 46.3% in the US, 43.9% in California and 50.6% in the Inland Southern California region. With this new business growth, comes increased opportunities to leverage County workforce and economic development services to support the local business community.

The County provides regional workforce development services via an America’s Job Center of California (“Center”) located at 1325 Spruce Street, Riverside, CA 92507. The mission of the Center is to provide high quality workforce development services such as job recruitment, workshops, and training assistance to job seekers and employers in a professional and highly responsive environment. In addition, to these services, the County also provides one-stop economic development services via the Riverside Downtown Business Center located at 3403 10th St., Riverside, CA 92501. The Chamber desires to have these services marketed and targeted to their membership and stakeholders.

3. Party Obligations

Through the County and Chamber partnership set forth in this MOU, the Parties will cooperate to provide workforce and economic development services to the Hispanic businesses community.

The Parties shall work together and perform as follows:

A. County Obligations

The County agrees to:

- a. Provide an annual sponsorship in amount of \$2,500;
- b. Provide a liaison to coordinate services and initiatives in partnership with the Chamber;
- c. Execute workforce development programs and services for businesses affiliated with the Chamber such as workshops and trainings, job recruitments, and other activities as appropriate;
- d. Design and launch a customized entrepreneurship and access to capital initiative in partnership with Chamber;
- e. Design and launch an internship program that connects local students with Chamber businesses for work-based learning opportunities;
- f. Coordinate with the Riverside County Center for Demographics to provide customized data and reports for the Chamber and region;
- g. Coordinate with Chamber staff to assist in business attraction and retention programs;
- h. Maintain a professional and customer focused work environment;
- i. Coordinate and maintain professional relationships with businesses;
- j. Assist in the advertising of workforce and economic development services to employers;
- k. Direct all media inquiries to the Chamber, including but not limited to newspaper, radio, and television outlets;
- l. Assist with special events, job fairs, and or recruitments and provide program flyers to advertise these events; and
- m. Provide quarterly reports on partnership activities and outcomes.

B. Chamber Obligations

The Chamber shall perform the following obligations and/or cause the following obligations to be performed:

- a. Identify a staff member to serve as a liaison between the Parties and as a resource for County staff;
- b. Assist with developing and marketing services customized for Chamber members;
- c. Assist in the development of a timeline for implementation of service; and
- d. Support the marketing and branding efforts of Riverside County EDA and Workforce.

4. County Not Obligated for Any Costs

GRHCC acknowledges and agrees that the County shall not be liable for any costs incurred by the GRHCC, including any of its affiliates in connection with the administration and/or implementation of this MOU.

5. General Terms

It is further mutually agreed by the Parties as follows:

A. Effective Date; Term

The term of this MOU shall commence on the date this MOU has been signed by both Parties and shall continue for 24 months thereafter, unless extended by written amendment or terminated earlier.

B. Termination

Either Party may terminate this MOU for any reason or without cause by giving the other Party thirty (30) days written notice.

C. Administration/MOU Liaison

The Assistant County Executive Officer of the Economic Development Agency, or designee, shall administer this MOU on behalf of the County.

D. Notices

Any and all notices sent or required to be sent under this MOU shall be mailed to the following addresses, or any other address provided by the Parties in writing; and are deemed delivered one (1) day after their deposit in the United States Mail, postage prepaid:

County: County of Riverside Economic Development Agency/
Workforce Development Division
1325 Spruce Street, Suite 110
Riverside, CA 92507
Attn: Heidi Marshall, Director of Workforce Development

Chamber: Greater Riverside Hispanic Chamber of Commerce
2023 Chicago Ave, Ste B-15
Riverside, CA, 92507
Attn: Emilio Ramirez, Chairman

E. Insurance

Each Party shall maintain the types and amounts of insurance typical for an entity of its size and function. Each Party shall provide more information on its insurance to the other Party upon request.

F. Indemnification

The Chamber shall indemnify and hold harmless the County, its departments, agencies, districts and the Workforce Development Board (“WDB”) including their officers, employees and agents (collectively “County Indemnitees”), from any liability, damage,

claim or action based or asserted upon any act, service or obligation of the Chamber (including their officers, employees and agents), arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death. The Chamber shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County Indemnites in any such claim or action. The specified insurance limits required in this MOU shall in no way limit or circumscribe the Chamber's indemnification obligation.

The County shall indemnify and hold harmless the Chamber, including their officers, employees and agents (collectively "Chamber Indemnites"), from any liability, damage, claim or action based or asserted upon any act, service or obligation of the County (including their officers, employees and agents) arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death. The County shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Chamber Indemnites in any such claim or action. The specified insurance limits required in this MOU shall in no way limit or circumscribe the County's indemnification obligation.

G. Conflict of Interest

No member, official or employee of the County or Chamber shall have any personal interest, direct or indirect, in this MOU; nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

H. Interpretation and Governing Law; Severability

This MOU shall be governed and interpreted in accordance with the laws of the State of California. Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court for the State of California located in Riverside, California.

I. Dispute Resolution

Prior to the filing of any legal action related to this MOU, the Parties shall first submit the dispute to mediation with a mutually acceptable professional mediator in Riverside County. The cost of the mediator shall be shared equally by the Parties.

J. Compliance with Laws and Regulations

The Parties agree to comply with all applicable federal, state and local laws, regulations and ordinances.

K. Amendments and Modifications

This MOU may be modified only by a written amendment signed by authorized

representatives of both parties.

L. Assignment

The Chamber shall not delegate or assign any interest in this MOU without the prior written consent of the County.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this MOU as of the dates written below.

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| <p>“COUNTY”</p> <p>COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Economic Development Agency/Workforce Development Division</p> <p>By: _____ Heidi Marshall Director of Workforce Development</p> <p>Date: _____</p> | <p>“CHAMBER”</p> <p>GREATER RIVERSIDE HISPANIC CHAMBER OF COMMERCE a 501 (c) 6 tax-exempt, California non-profit organization By:</p> <p>_____ Emilio Ramirez Chairman</p> <p>Date: _____</p> |
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| <p>APPROVED AS TO FORM</p> <p>GREGORY P. PRIAMOS County Counsel</p> <p>By: _____ NEAL KIPNIS Deputy County Counsel</p> |
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