



## **\*REVISED AGENDA**

*\*Item 1. Supporting materials added*

**CITY COUNCIL OF THE CITY OF MORENO VALLEY  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY AS SUCCESSOR AGENCY FOR THE  
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF  
MORENO VALLEY  
MORENO VALLEY HOUSING AUTHORITY**

**February 19, 2013**

**STUDY SESSION – 6:00 P.M.**

**City Council Study Sessions**

First & Third Tuesdays of each month – 6:00 p.m.

**City Council Meetings**

Second & Fourth Tuesdays of each month – 6:00 p.m.

**City Council Closed Sessions**

*Immediately following Regular City Council Meetings  
and Study Sessions, unless no Closed Session items are scheduled*

**City Hall Council Chamber - 14177 Frederick Street**

*Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*

Marcelo Co, Mayor Pro Tem  
Jesse L. Molina, Council Member

Tom Owings, Mayor

Richard A. Stewart, Council Member  
Victoria Baca, Council Member

**\*REVISED AGENDA**  
***\*Item 1. Supporting materials added***  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**MORENO VALLEY COMMUNITY SERVICES DISTRICT**  
**CITY AS SUCCESSOR AGENCY FOR THE**  
**COMMUNITY REDEVELOPMENT AGENCY OF THE**  
**CITY OF MORENO VALLEY**  
**MORENO VALLEY HOUSING AUTHORITY**

**\*THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS**

**STUDY SESSION - 6:00 PM**  
**FEBRUARY 19, 2013**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**ROLL CALL**

**INTRODUCTIONS**

**PUBLIC COMMENTS ON MATTERS UNDER THE JURISDICTION OF THE CITY COUNCIL**

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council Member, staff member or other person.

**SPECIAL ORDER OF BUSINESS**

- \*1. CHAMBERS OF COMMERCE (CEDD/15 MIN)
2. CITY COUNCIL REQUESTS AND COMMUNICATIONS

(Times shown are only estimates for staff presentation. Items may be deferred by Council if time does not permit full review.)

❖ Oral Presentation only – No written material provided

**\*Materials related to an item on this Agenda submitted to the City**

AGENDA  
February 19, 2013

**Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.**

**\*Denotes Revision**

## **CLOSED SESSION**

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley or Housing Authority will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

- **PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL**

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1      SECTION 54956.9(a) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

- a      Case:        *City of Moreno Valley v. County of Riverside; Office of the Riverside County Auditor-Controller; Robert E. Byrd, in his official capacity; and DOES 1-10, inclusive*  
         Court:       Riverside Superior Court  
         Case No:    RIC 514702

2      SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

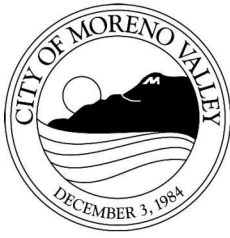
3      SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

## **REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY**

## **ADJOURNMENT**

AGENDA  
February 19, 2013



APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** February 19, 2013

**TITLE:** CHAMBERS OF COMMERCE

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### **RECOMMENDED ACTION**

Review and discuss Chambers of Commerce.

### **BACKGROUND**

Moreno Valley has three established chambers of commerce—the Moreno Valley Chamber of Commerce (MVCC), the Moreno Valley Hispanic Chamber of Commerce (MVHCC) and the Moreno Valley Black Chamber of Commerce (MVBCC). The City currently has Agreements for Service with two of the chambers of commerce—the MVCC and MVHCC. This is a common practice for cities to utilize chambers of commerce to receive funding through a contractual agreement for providing a variety of specified business outreach services and special business support programs.

### **DISCUSSION**

The funding levels for the Agreements for Services with MVCC and MVHCC were reduced in FY 2010/11 as part of the Deficit Elimination Plan. The present annual compensation is \$18,090 for the MVCC and \$6,030 for the MVHCC. Included with the Agreements for Services is an attached Scope of Services. Attached are the Agreements and attachments. As part of the draft of the 3-year Economic Development Plan, a number of new items will be considered for inclusion in the FY 2013/14 Agreements for Services with the two chambers of commerce including:

- Utilize the Chambers to expand participation in the Small Business Counseling Services provide by the Small Business Development Center.

- Utilize the Chambers to undertake a survey of the small business community on ways to improve the business climate in Moreno Valley.
- Use the Chambers to assist with increasing high school graduation rates in the community through the development of mentor programs to link students with business leaders.
- Explore ways to better focus on business retention and business expansion activities—including expansion of Shop MoVal and promoting more business to business transactions.

At the Study Session, both the MVCC and MVHCC will do a presentation outlining the services they provide the City and business community.

**ATTACHMENTS**

ATTACHMENT 1 Moreno Valley Chamber of Commerce Agreement for Services

ATTACHMENT 2 Moreno Valley Hispanic Chamber of Commerce Agreement for Services

Prepared By:  
Barry Foster  
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

**CITY OF MORENO VALLEY  
AGREEMENT FOR SERVICES**

This Agreement is made and entered into as of the 1st day of July, 2012 by and between the CITY OF MORENO VALLEY, a municipal corporation of the State of California, hereinafter referred to as "the City", and MORENO VALLEY CHAMBER OF COMMERCE, hereinafter referred to as "the Chamber", and

WITNESSETH AS FOLLOWS:

1. RECITALS:
  - (a) The City desires to retain the Chamber on the basis set forth herein to perform the services described in Exhibit A attached hereto and hereby incorporated by reference.
  - (b) The Chamber is ready, willing, and able to supply such services; and
2. SCOPE OF SERVICES: Under the direction of the Economic Development Director, or other designee of the City Manager, the Chamber shall provide said services as more specifically described in Exhibit A attached hereto and incorporated herein by this reference. During the period of the Agreement, the City, through the Economic Development Director, may revise the scope of services by meeting and consulting with the Chamber.
3. CONDITIONS:
  - (a) Upon prior approval and request of the City Manager and his or her designee, the Chamber shall work during such hours as may be necessary to provide the approved and requested services. The Chamber may determine when such hours will be worked, and may vary such hours from time to time within the Chamber's sole discretion, provided that the goals and objectives of the City are not thereby impeded or disrupted.
  - (b) During the term of this Agreement, the Chamber shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of the Chamber's duties under this Agreement.
4. COMPENSATION: For services rendered pursuant to this Agreement, payment of grant monies shall be made quarterly in equal payments in advance of each calendar quarter to the Chamber for the services identified in Exhibit A, Scope of Services and initialed in Exhibit B, Menu of Services, not to exceed \$18,090.00 annually. Payment shall be made upon receipt of an invoice. The Chamber shall also receive a complimentary business license list each quarter.
5. TERMS OF AGREEMENT: This Agreement shall commence as of July 1, 2012 and continue through June 30, 2013, unless terminated by either party as provided in Section 6 below. The term of this Agreement may be renegotiated upon mutual consent of the parties.

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Chamber of Commerce**

6. TERMINATION: This Agreement may be terminated at any time by either party here to without fault on the part of the other party. Notice of termination shall be given in writing and may be delivered personally or by mail as follows:

**CITY**

Community & Economic Development Director  
City of Moreno Valley  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

**CHAMBER**

President  
Moreno Valley Chamber of  
12625 Frederick Street, E-3  
Moreno Valley, CA 92553

7. INDEPENDENT CONTRACTOR: It is understood and agreed that the Chamber and any subcontractors hired by the Chamber are, and at all times shall be, independent contractors and nothing contained herein shall be construed as making the Chamber or any individual whose compensation for services is paid by the Chamber, an agent or employee of the City, or authorizing the Chamber to create or assume any obligation or liability for or on behalf of the City.

8. ADMINISTRATION OF CONTRACT:

(a) City hereby appoints the Community & Economic Development Department Director, or his or her designee, as the City representative in the administration of this Agreement.

(b) The Chamber hereby appoints the Chamber Executive Director as the Chamber's representative in the administration of this Agreement.

9. TIME: The Chamber shall devote such time to the performance of services pursuant to this Agreement as may be necessary for satisfactory and timely performance of the Chamber's obligations pursuant to this Agreement.

10. INDEMNIFICATION AND HOLD HARMLESS. The Chamber agrees to protect, defend, indemnify, and hold the City of Moreno Valley, the Moreno Valley Housing Authority and the Moreno Valley Community Services District, and their employees, agents, officers, and volunteers free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character occurring or in any way in connection with or arising, directly or indirectly, out of this Agreement, including injury to the Chamber's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claim to be caused by the negligent acts of the Chamber, its agents or employees, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful



**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Chamber of Commerce**

misconduct of the City and the Moreno Valley Community Services District, their agents or employees.

11. INSURANCE:

Insurance Requirements. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

General Liability: The Chamber agrees to procure and maintain general liability insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Chamber or any person acting for the Chamber or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Chamber or any person acting for the Chamber or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

A combined single limit for bodily injury and property damage liability of \$2,000,000 shall be considered equivalent to the above minimum limits. The amounts of such insurance shall not be deemed a limitation of the Chamber's agreement to save and hold the City harmless, and if the City becomes liable for an amount in excess of the insurance, the Chamber will save and hold the City harmless from the whole thereof. The coverage(s) provided pursuant to this Agreement shall be primary insurance and not contributory with any other insurance.

Workers' Compensation: The Chamber or any subcontractors hired by the Chamber shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Chamber, the City of Moreno Valley, the Moreno Valley Housing Authority and the Moreno Valley Community Services District against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Chamber or the Chamber's subcontractor in the course of carrying out the Agreement.

Evidence of Insurance: One or more Certificates of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Chamber of Commerce**

shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority and the Moreno Valley Community Services District ("CSD"), their officers, employees, directors, agents, and volunteers are included as additional insured under this policy and the coverage(s) provided under this policy shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy."

Notice to City, Insurance Coverage Change: The terms of the insurance policy or policies issued to provide the above insurance coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Chamber shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

12. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, the Chamber will not unlawfully discriminate against subcontractor, employee or applicant for employment because of race, color, age, religion, sex, national origin, or physical handicap. The Chamber will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, religion, sex, national origin, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Chamber agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause. The Chamber will, in all solicitations or advertisements for employees placed by or on behalf of the Chamber, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or physical handicap. The Chamber will cause the foregoing provisions to be inserted in all subcontractors for any work covered by this Agreement, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Chamber of Commerce**

- 13. CHAMBER NOT AGENT: Except as City may specify in writing, the Chamber shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. The Chamber shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 14. ASSIGNMENT PROHIBITED: No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 15. ATTORNEY'S FEES: In the event that it becomes necessary for either party to this Agreement to bring a lawsuit or other litigation to enforce any of the provisions of this Agreement, a court of competent jurisdiction may determine and fix reasonable attorney's fees to be paid the prevailing party in the litigation. The venue of any such lawsuit or other litigation may, at the option of the City, be laid in Riverside County, California, and the parties waive any right to change of venue.

IN WITNESS WHEREOF, the City and the Chamber have caused this Agreement to be executed as of the day and date first above written.

CITY OF MORENO VALLEY

MORENO VALLEY  
CHAMBER OF COMMERCE

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Attachments:

- Approved Certificate(s) of Liability Insurance with Additional Insured Endorsement for the period covered in this Agreement
- Approved Certificate of Workers' Compensation Insurance

**Exhibit A**  
**Moreno Valley Chamber of Commerce**  
**SCOPE OF SERVICES**  
**July 2012 to June 2013**

- Article 1      The Moreno Valley Chamber of Commerce (“Chamber”) will continue to sponsor and operate Wake-Up Moreno Valley.
- Article 2      The Chamber will assist the City in its relationship with March Air Reserve Base and keep the City informed of the activities of the Military Affairs Committee.
- Article 3      The Chamber will serve as an information source for businesses seeking opportunities in Moreno Valley, as well as functioning as a visitor and information center.
- Article 4      Chamber will provide a personal welcome to new businesses and offer assistance in contacting governmental agencies.
- Article 5      Chamber will assist the City Economic Development staff in business retention and small business legislative support; including active participation and coordination of the Business Roundtable, Leadership Moreno Valley, the Business and City Connection Program, and the Economic Development Department Business Visitation Programs.
- Article 6      Chamber will create and maintain a master community calendar as part of their Special Events function and keep the City advised on a monthly basis. Included with this calendar will be the specific events and activities of the other local Chambers of Commerce.
- Article 7      The Chamber will maintain their ongoing committees and the services provided through those committees.
- Article 8      The City encourages the chambers of commerce to work in a cooperative manner on a variety of programs aimed at enhancing the business climate in Moreno Valley including the following activities:
- Article 9      Chamber shall cooperate with the Moreno Valley Hispanic and Moreno Valley Black Chambers of Commerce to conduct two Mega Mixers annually.
- Article 10      Chamber will increase responsibility and accountability for participation in conducting the Business Roundtable program including communication on invitees for Business Roundtable events.
- Article 11      Chamber shall assist the City in promoting the importance of shopping local businesses to residents through the established “Shop MoVal Program”.

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Chamber of Commerce**

- Article 12 Chamber shall designate the City as a major sponsor and/or corporate sponsor with recognition on all sponsor literature and publications.
- Article 13 Chamber shall grant the City one position on the Board of Directors or Corporate board. Any fees related to the designation of these positions are to be included as part of the City's financial commitment.

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Chamber of Commerce**

**Exhibit B  
Moreno Valley Chamber of Commerce  
MENU OF SERVICES  
July 2012 to June 2013**

<u><b>TYPE OF SERVICE</b></u>	<u><b>Compensation</b></u>
<input type="checkbox"/> Basic Business Support and Retention Services	\$ 8,000
<input type="checkbox"/> Participation in 2 Mega Mixers/Business Roundtable Program	1,500
<input type="checkbox"/> Existing Expanded Program Items (March ARB liaison, Visitor Info Center, Leadership Moreno Valley, Business and City Connection program, Business Roundtable and manage a Master Community Calendar)	7,590
<input type="checkbox"/> Shop MoVal	1,000
<b>Total</b>	<b>\$ 18,090</b>

**AGREEMENT FOR SERVICES FY 2012/13**  
**Moreno Valley Chamber of Commerce**

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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

02/01/2012

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

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

PRODUCER  
 CS&SJ.F. WELCH INSURANCE SERVICES, INC.  
 PO BOX 946580  
 MAITLAND, FL 32794-6580  
 Phone - 800-400-3276  
 Fax - 877-763-5122

CONTACT NAME:  
 PHONE (A/C, No, Ext): FAX (A/C, No):  
 EMAIL ADDRESS:  
 PRODUCER CUSTOMER ID #:

INSURED  
 MORENO VALLEY CHAMBER OF COMMERCE  
 12625 Frederick Street, Ste E-  
 Moreno Valley, CA 92553

INSURER(S) AFFORDING COVERAGE NAIC #  
 INSURER A: American Casualty Company of Reading, Pennsylvania  
 INSURER B: ACXV CA  
 INSURER C:  
 INSURER D:  
 INSURER E:  
 INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC	Y	N	4034591826	12/22/2011	12/22/2012	EACH OCCURRENCE \$1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 ✓ MED EXP (Any one person) \$10,000 ✓ PERSONAL & ADV INJURY \$1,000,000 ✓ GENERAL AGGREGATE \$2,000,000 ✓ PRODUCTS - COM/PROP AGG \$2,000,000 ✓
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, Describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

**RISK MANAGEMENT**  
 Approved

*M. Aloy 2-6-12*

By \_\_\_\_\_ Date \_\_\_\_\_

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of Moreno Valley; Moreno Valley Community Services District, Redevelopment Agency of the City of Moreno Valley are Named as Additional Insureds - Owners, Lessees or Contractors.

**CERTIFICATE HOLDER**

The City of Moreno Valley; Moreno Valley Community(See Endt)  
 14177 FREDERICK STREET  
 MORENO VALLEY, CA 92552

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Sam Little*

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ACORD 25 (08/01/00)

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**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Chamber of Commerce**

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2/002

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SB-300120-A  
(Ed. 01/06)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

**SCHEDULE\***

<p><b>Name Of Person Or Organization:</b> City of Moreno Valley, Moreno Valley Community Services District Redevelopment agency of the city of Moreno Valley 14177 Frederick St Moreno Valley CA 92553</p>
<p>* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.</p>

The following is added to Paragraph C. **Who Is An Insured:**

- Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations performed for that insured.

Moreno Valley Chamber of Commerce  
12/22/2011 – 12/22/2012  
Policy #4034591826 ✓

SB-300120-A  
(Ed. 01/06)

Page 1 of 1



**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Chamber of Commerce**

POLICYHOLDER: JPY

SK



(NR)  
ISSUE DATE: 05-01-2012

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

GROUP:  
POLICY NUMBER: 1344343-2012  
CERTIFICATE ID: 5  
CERTIFICATE EXPIRES: 05-01-2013  
~~05-01-2012/05-01-2013~~

CITY OF MORENO VALLEY  
P.O. BOX 88005 , 14177 FREDERICK STRE  
MORENO VALLEY CA 92552-0805

SK

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

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

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

*James Neary*  
Authorized Representative

*Thomas E. Rone*  
President and CEO

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

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 05-01-2004 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

**RISK MANAGEMENT  
Approved**

*M. Alomy* 5-1-12  
By Date

EMPLOYER

MORENO VALLEY CHAMBER OF COMMERCE, A  
NON-PROFIT CORP.  
12625 FREDERICK ST STE E3  
MORENO VALLEY CA 92553

SK

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**CITY OF MORENO VALLEY  
AGREEMENT FOR SERVICES**

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3. CONDITIONS:
  - (a) Upon prior approval and request of the City Manager and his or her designee, the Chamber shall work during such hours as may be necessary to provide the approved and requested services. The Chamber may determine when such hours will be worked, and may vary such hours from time to time within the Chamber's sole discretion, provided that the goals and objectives of the City are not thereby impeded or disrupted.
  - (b) During the term of this Agreement, the Chamber shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of the Chamber's duties under this Agreement.
4. COMPENSATION: For services rendered pursuant to this Agreement, payment of grant monies shall be made quarterly in equal payments to the Chamber for the services identified in Exhibit A, Scope of Services and initialed in Exhibit B, Menu of Services, not to exceed \$6,030 annually. Payment shall be made upon receipt of an invoice. The Chamber shall also receive a complimentary business license list each quarter.
5. TERMS OF AGREEMENT: This Agreement shall commence as of July 1, 2012 and continue through June 30, 2013, unless terminated by either party as provided in Section 6 below. The term of this Agreement may be renegotiated upon mutual consent of the parties.

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Hispanic Chamber of Commerce**

6. TERMINATION: This Agreement may be terminated at any time by either party hereto without fault on the part of the other party. Notice of termination shall be given in writing and may be delivered personally or by mail as follows:

**CITY**

Community & Economic Development Director  
City of Moreno Valley  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

**CHAMBER**

President  
Moreno Valley Hispanic  
Chamber of Commerce  
P.O. Box 246  
Moreno Valley, CA 92556

7. INDEPENDENT CONTRACTOR: It is understood and agreed that the Chamber and any subcontractors hired by the Chamber are, and at all times shall be, independent contractors and nothing contained herein shall be construed as making the Chamber or any individual whose compensation for services is paid by the Chamber, an agent or employee of the City, or authorizing the Chamber to create or assume any obligation or liability for or on behalf of the City.

8. ADMINISTRATION OF CONTRACT:

- (a) City hereby appoints the Community & Economic Development Department Director, or his or her designee, as the City representative in the administration of this Agreement.
- (b) The Chamber hereby appoints the Chamber President as the Chamber's representative in the administration of this Agreement.

9. TIME: The Chamber shall devote such time to the performance of services pursuant to this Agreement as may be necessary for satisfactory and timely performance of the Chamber's obligations pursuant to this Agreement.

10. INDEMNIFICATION AND HOLD HARMLESS. The Chamber agrees to protect, defend, indemnify, and hold the City of Moreno Valley, the Moreno Valley Housing Authority and the Moreno Valley Community Services District, and their employees, agents, officers, and volunteers free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character occurring or in any way in connection with or arising, directly or indirectly, out of this Agreement, including injury to the Chamber's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claim to be caused by the negligent acts of the Chamber, its agents or employees, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, the Moreno Valley Housing Authority and the Moreno Valley Community Services District, their agents or employees.

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Hispanic Chamber of Commerce**

11. INSURANCE:

Insurance Requirements. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

General Liability: The Chamber agrees to procure and maintain general liability insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Chamber or any person acting for the Chamber or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Chamber or any person acting for the Chamber or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

A combined single limit for bodily injury and property damage liability of \$2,000,000 shall be considered equivalent to the above minimum limits. The amounts of such insurance shall not be deemed a limitation of the Chamber's agreement to save and hold the City harmless, and if the City becomes liable for an amount in excess of the insurance, the Chamber will save and hold the City harmless from the whole thereof. The coverage(s) provided pursuant to this Agreement shall be primary insurance and not contributory with any other insurance.

Workers' Compensation: The Chamber or any subcontractors hired by the Chamber shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Chamber and the City of Moreno Valley, the Moreno Valley Housing Authority and the Moreno Valley Community Services District against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Chamber or the Chamber's subcontractor in the course of carrying out the Agreement.

Evidence of Insurance: One or more Certificates of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Hispanic Chamber of Commerce**

Authority and the Moreno Valley Community Services District ("CSD"), their officers, employees, directors, agents, and volunteers are included as additional insured under this policy and the coverage(s) provided under this policy shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy."

Notice to City, Insurance Coverage Change: The terms of the insurance policy or policies issued to provide the above insurance coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Chamber shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

12. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, the Chamber will not unlawfully discriminate against subcontractor, employee or applicant for employment because of race, color, age, religion, sex, national origin, or physical handicap. The Chamber will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, religion, sex, national origin, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Chamber agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause. The Chamber will, in all solicitations or advertisements for employees placed by or on behalf of the Chamber, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or physical handicap. The Chamber will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.
13. CHAMBER NOT AGENT: Except as City may specify in writing, the Chamber shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. The Chamber shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. ASSIGNMENT PROHIBITED: No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Hispanic Chamber of Commerce**

15. ATTORNEY'S FEES: In the event that it becomes necessary for either party to this Agreement to bring a lawsuit or other litigation to enforce any of the provisions of this Agreement, a court of competent jurisdiction may determine and fix reasonable attorney's fees to be paid the prevailing party in the litigation. The venue of any such lawsuit or other litigation may, at the option of the City, be laid in Riverside County, California, and the parties waive any right to change of venue.

IN WITNESS WHEREOF, the City and the Chamber have caused this Agreement to be executed as of the day and date first above written.

CITY OF MORENO VALLEY

MORENO VALLEY HISPANIC  
CHAMBER OF COMMERCE

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Attachments:

Approved Certificate(s) of Liability Insurance with Additional Insured Endorsement for the period covered in this Agreement

Approved Certificate of Workers' Compensation Insurance

**Moreno Valley Hispanic Chamber of Commerce**  
**SCOPE OF SERVICES**  
**July 2012 to June 2013**

Article 1 The Moreno Valley Hispanic Chamber of Commerce (“Chamber”) will provide participation / sponsorship in the following committees, services, and/or events:

1. Conduct the Cinco de Mayo Fiesta.
2. Participate in the City’s Fourth of July Parade/Celebration.
3. Celebrate Hispanic Heritage Month - September.
4. Participate in and support the Sister City Program with San Juan de Los Lagos.
5. Sponsor and operate monthly Adelante! Moreno Valley events and Chamber mixers to support Moreno Valley businesses.
6. Conduct an annual Installation Dinner and Recognition of the outstanding member Business of the Year.
7. Cooperate with the Moreno Valley Chamber of Commerce in their production of a master community calendar by providing logistical information about the Moreno Valley Hispanic Chamber of Commerce’s specific events and activities by the 10<sup>th</sup> day of each month.
8. Support the City of Moreno Valley through operation of the Se Habla Español program, which promotes Moreno Valley’s businesses to Spanish-speaking residents.
9. Facilitate Communication between Hispanic Business Owners and the City.
10. Continue to operate as point of contact for businesses seeking relocation to Moreno Valley.
11. Assist the City Economic Development staff with business retention and small business legislative support; including active participation and coordination of the Business Roundtable, and the Economic Development Department’s Business Visitation Program.

The City encourages the chambers of commerce to work in a cooperative manner on a variety of programs aimed at enhancing the business climate in Moreno Valley including the following activities:

Article 2 Chamber shall cooperate with the Moreno Valley and Moreno Valley Black Chambers of Commerce to conduct two Mega Mixers annually.

Article 3 Chamber will increase responsibility and accountability for participation in conducting the Business Roundtable program, including communication on invitees for Business Roundtable events.

Article 4 Chamber shall assist the City in promoting the importance of shopping local businesses to residents through the established “Shop MoVal Program”.

Article 5 Chamber shall designate the City as a major sponsor and/or corporate sponsor with recognition on all sponsor literature and publications.



**AGREEMENT FOR SERVICES FY 2012/13**  
**Moreno Valley Hispanic Chamber of Commerce**



Article 6 Chamber shall grant the City one position on the Board of Directors or the Corporate Board. Any fees related to the designation of these positions are to be included as part of the City's financial commitment.

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Hispanic Chamber of Commerce**

**Exhibit B  
Moreno Valley Hispanic Chamber of Commerce  
MENU OF SERVICES  
July 2012 to June 2013**

<u><b>TYPE OF SERVICE</b></u>	<u><b>Compensation</b></u>
<input type="checkbox"/> Basic Business Support and Retention Services	\$ 3,530
<input type="checkbox"/> Participation in 2 Mega Mixers/Business Roundtable Program	1,500
<input type="checkbox"/> Shop MoVal	1,000
<b>Total</b>	<b>\$ 6,030</b>

**AGREEMENT FOR SERVICES FY 2012/13**  
**Moreno Valley Hispanic Chamber of Commerce**

 <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 03/15/2010
PRODUCER MARSHALL C. SCOTT STATE FARM INSURANCE 23020 ATLANTIC CIRCLE MORENO VALLEY, CA 92553		THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
		
INSURED THE MORENO VALLEY HISPANIC CHAMBER OF COMMERCE P.O. BOX 246 MORENO VALLEY, CA 92556-0246		INSURERS AFFORDING COVERAGE INSURER A: <u>State Farm Insurance</u> <u>AT(XV)CA</u> INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	92-XC-2752-9 ✓	12/14/2011	12/14/2012	EACH OCCURRENCE \$ 2,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 ✓ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 ✓ PRODUCTS - COMP/OP AGG \$ 4,000,000 ✓
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				W/C STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

**RISK MANAGEMENT**  
 Approved  
 By M. Lopez Date 2-7-12

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 LOCATION OF OPERATION: 23020 ATLANTIC CIRCLE, MORENO VALLEY, CA 92553, DEDUCTIBLE: \$500  
 DESCRIPTION OF OPERATIONS: MONTHLY BOARD OF DIRECTORS MEETING AND ALL OTHER MVHCC ACTIVITIES HELD AT RIVERSIDE COUNTY REGIONAL MEDICAL CENTER  
 ADDL INSURED: THE COUNTY OR RIVERSIDE, ITS AGENCIES, DISTRICTS, SPECIAL DISTRICTS, AND DEPARTMENTS, THEIR RESPECTIVE DIRECTORS, OFFICERS, BOARD OF SUPERVISORS, EMPLOYEES, ELECTED OR APPOINTED OFFICIALS, AGENTS OR REPRESENTATIVES, 26520 CACTUS AVE. MORENO VALLEY, CA. 92555

<b>CERTIFICATE HOLDER</b> ADDL INSURED: City of Moreno valley, Moreno Valley Community Service District, Community Redevelopment agency of Moreno Valley. PO BOX 88005	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
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**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Hispanic Chamber of Commerce**

MORENO VALLEY CA 92553-9057

AUTHORIZED REPRESENTATIVE

*Marshall Scott*

ACORD 25 (2001/08)

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Hispanic Chamber of Commerce**

POLICY NUMBER 92-X6-2752-9

**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Hispanic Chamber of Commerce**

FE-6320  
(7/88)

**ADDITIONAL INSURED ENDORSEMENT  
DESIGNATED PREMISES ONLY**

**Policy No.:** 92-XC-2752-9 ✓

**Named Insured:**  
THE MORENO VALLEY HISPANIC  
CHAMBER OF COMMERCE  
PO BOX 246  
MORENO VALLEY CA 92556-0246



A++(XV)CA

**Name of Additional Insured:**  
THE COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF MORENO  
SERVICES DISTRIC ✓  
14075 FREDERICK ST  
MORENO VALLEY CA 92553-9057

**Address of Additional Insured:**  
**Interest of Additional Insured:**  
SPECIAL EVENT

**Location of Premises:**  
23020 ATLANTIC CIR MORENO VALLEY CA

The word "insured", wherever used in this policy, also includes the designated person or organization named above as Additional Insured under the provisions of the policy Sections shown below as applicable by an "X" to the extent indicated.

- SECTION I. This applies only to **COVERAGE A - BUILDINGS.**
- SECTION I. This applies only to **COVERAGE B - BUSINESS PERSONAL PROPERTY.**

**Description of Property**

- SECTION II. This applies only to **COVERAGE L - BUSINESS LIABILITY** and **COVERAGE M - MEDICAL PAYMENTS** and then only with respect to the ownership, maintenance or use of the premises designated above and operations necessary or incidental thereto. These SECTION II coverages do not apply to:
  1. structural alterations or new construction performed by or on behalf of the designated person or organization;
  2. personal injury caused by the designated person or organization;
  3. liability the designated person or organization assumed under a contract; or
  4. **products-completed operations hazard** arising out of goods or inventory which are not sold or distributed by you or arising out of the manufacturing or packaging of such goods or inventory.

All other provisions of the policy apply.

FE-6320  
(7/88)

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Hispanic Chamber of Commerce**

FE-6494  
(5/91)

**ADDITIONAL INSURED ENDORSEMENT  
Managers or Lessors of Premises**

**Policy No.:** 92-XC-2752-9 ✓

**Named Insured:**  
THE MORENO VALLEY HISPANIC  
CHAMBER OF COMMERCE  
PO BOX 246  
MORENO VALLEY CA 92556-0246



**Name of Person or Organization:**  
CITY OF MORENO VALLEY, MORENO ✓  
VALLEY COMMUNITY SERVICE ✓  
DISTRICT COMM REDEVELOPMENT ✓  
AGENCY OF MORENO VALLEY  
PO BOX 88005  
MORENO VALLEY CA 92552-0805

**Designation of Premises:**  
23020 ATLANTIC CIR, MORENO VALLEY CA 92553-5911

**WHO IS AN INSURED**, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the person or organization shown above, but only with respect to their liability arising out of the ownership, maintenance or use of the premises leased to you and designated above.

This insurance does not apply to:

1. any occurrence which takes place after you cease to be a tenant in that premises; or
2. structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown above.

FE-6494  
(5/91)

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Hispanic Chamber of Commerce**

Policy NO. 92-XC-2752-9

FE-6671  
Page 1 of 1

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST  
OTHERS TO US**

**SCHEDULE**

**Policy Number:** 92-XC-2752-9 ✓

**Named insured:** THE MORENO VALLEY HISPANIC  
CHAMBER OF COMMERCE  
PO BOX 246  
MORENO VALLEY CA 92556-0246

**Name and Address of Person or Organization:**

MORENO VALLEY AUTO MALL ASSOCIATION, MOSS BROTHERS TOYOTA, MOSS BROTHERS  
HONDA, MOSS BROTHERS JEEP CHRYSLER, MORENO VALLEY PONTIAC GMC BUICK  
& MORENO VALLEY CHEVROLET  
12625 AUTO MALL DR  
MORENO VALLEY CA 92555-4408

The following is added to Paragraph 10.b. of SECTION I AND SECTION II — COMMON CONDITIONS.  
We waive any right of recovery we may have against the person or organization shown in the Schedule  
because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. Your work done under contract with that person or organization and included in the products-completed operations hazard.

This waiver applies only to the person or organization shown in the Schedule.  
All other policy provisions apply.

FE-6671

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**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Hispanic Chamber of Commerce**

**Subject:** EXCEPTION TO WORKER COMP FORM  
**From:** Denise Bagley (DeniseB@moval.org)  
**To:** jesum\_holguin@yahoo.com;  
**Date:** Wednesday, February 1, 2012 2:57 PM

Please have your signature notarized and return to me as soon as possible. This is required to allow processing of MVHCC payments.

Thank you,

Denise Bagley  
(951) 413-3454 office

**EXCEPTION TO WORKER'S COMPENSATION COVERAGE**

I, the undersigned, hereby affirm:

I certify that as the President of the Moreno Valley Hispanic Chamber of Commerce (MVHCC), I elect to not come under Worker's Compensation Laws pursuant to the Labor Code Section 3700, and that as such certify that the MVHCC has no employees. I acknowledge and certify this to be true by presenting this notarized document with signature to be included as part of the agreement for Chamber services/events.

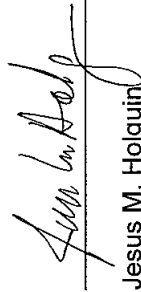
THAT I am the owner (sole proprietor) of does not apply, and;

THAT upon award of the contract to provide services, all work shall be performed without exception, for the term of the contract, exclusively and solely by the undersigned sole proprietor of the Company and;

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Hispanic Chamber of Commerce**

THAT any deviation from this agreed upon practice shall constitute grounds for immediate termination of the agreement between the MVHCC and the City of Moreno Valley to provide services/events and I agree to defend, indemnify, and hold harmless the City of Moreno Valley, the Moreno Valley Community Services District and the Moreno Valley Redevelopment Agency against any and all claims, lawsuits, or other actions arising out of any deviation from this agreed upon practice.

I certify by my name affixed below under penalty of perjury that the foregoing is true and correct.

  
Jesus M. Holguin

2/6/12  
Date

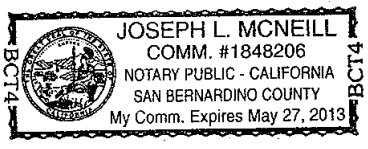
President, MVHCC

**AGREEMENT FOR SERVICES FY 2012/13  
Moreno Valley Hispanic Chamber of Commerce**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of San Bernardino }  
 On February 6, 2012 before me, Joseph L. McNeill - Notary Public  
Date Here Insert Name and Title of the Officer  
 personally appeared Jesus M. Holguin  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joseph L. McNeill  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Exception to Workers Compensation Coverage  
 Document Date: February 6, 2012 Number of Pages: 2  
 Signer(s) Other Than Named Above: \_\_\_\_\_

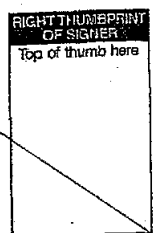
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Jesus M. Holguin  
 Individual  
 Corporate Officer — Title(s): President  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

~~Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_~~



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