

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



ITEM  
3.30  
(ID #  
18489)

**MEETING DATE:**

Tuesday, June 7, 2022

**FROM :** OFFICE OF ECONOMIC DEVELOPMENT:

**SUBJECT:** RIVERSIDE COUNTY OFFICE OF ECONOMIC DEVELOPMENT: Approve the Professional Service Agreement with the Riverside ExCITE Business Incubator and Innovation Center through Fiscal Year 23/24. All Districts. [\$225,000 Total Cost - 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. Authorize \$225,000, from the County of Riverside's ARPA Economic Recovery allocation, to be used for small business assistance through the ExCITE business incubator; and
3. Approve the attached Agreement in an amount not to exceed \$225,000 through June 30, 2024, with Riverside ExCITE, and authorize the Chair of the Board of Supervisors to sign the Agreement on behalf of the County; and

Continued on page 2

**ACTION: 4/5 Vote Required**

*Suzanne Holland*  
Suzanne Holland, Director of Office of Economic Development

5/17/2022

*Aaron Gettis*  
Aaron Gettis, Deputy County Counsel

5/25/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: June 7, 2022  
xc: O.E.D

Kecia R. Harper  
Clerk of the Board

By: *Zuley Martinez*  
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 any and all necessary steps to implement and administer the agreement including, signing subsequent, necessary and related documents to implement the agreement, subject to approval as to form by County Counsel; and
5. Approve an initial \$225,000 from the American Rescue Plan (ARPA) Coronavirus Relief Fund- Economic Recovery funding Category, and
6. Approve and direct the Auditor-Controller to make budget adjustments as shown on Schedule A.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 75,000	\$ 75,000	\$ 225,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% ARPA Funds			Budget Adjustment: Yes	
			For Fiscal Year: 21/22-23/24	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (H.R. 1319) into law. The \$1.9 trillion package is intended to combat the COVID-19 pandemic, including public health and economic impacts.

As part of the \$362 billion in federal fiscal recovery aid for state and local governments, \$65.1 billion is provided in direct aid to counties. Riverside County's share of the American Rescue Plan funding is estimated to be \$479 million, of which the first installment of \$239,937,299 was received on May 10, 2021. The deadline for obligating ARPA funds is December 31, 2024, and they must be expended by December 31, 2026. On April 27, 2021, the Executive Office presented the Board of Supervisors with a preliminary ARPA funding allocation; on October 19, 2021, a revised funding allocation, which included a new category for child care, was presented after the U.S. Treasury released the ARPA interim funding guidelines.

On January 6, 2022, the U.S. Treasury issued the final funding guidelines, which further clarified the detailed eligibility criteria for use of ARPA funds. As a result of the latest criteria, on February 8, 2022, the Executive Office recommended a shift in the prior allocations between categories including a revised allocation of \$36 million to the Economic Recovery category. This was primarily driven by a \$12 million reduction in the Revenue Backfill category (reduced from \$22 million down to \$10 million), allowing a shift to other priority categories.

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The Board of Supervisors approved Economic Recovery category includes funding for programs to assist businesses and industries struggling to rebound from the pandemic, as well as a focus on strategic investment projects for future economic growth and resiliency. Business incubator non-profits have faced significant challenges due to the pandemic with increased demand for services and changing operational needs as well as declines in revenue sources including donations. Decreased revenue has created challenges covering payroll, rent and other operating costs.

Riverside ExCITE is a non-profit entity located in the city of Riverside but provides services to businesses located countywide; they operate the only business startup incubator space in all of Northwest Riverside County, and hold key partnerships with UC Riverside, small business development centers, and regional cities and investment groups. ExCITE is a 6–12-month startup accelerator program and facility for technology startups, offering services and mentorships aimed at the one goal of accelerating the growth of successful new technology companies that will create high tech jobs in the County of Riverside. ExCITE gives startups access to a wide network of lab space, specialized equipment, business guidance, and other resources. ExCITE introduces startups to their entrepreneurial peers, and to established companies, in innovation clusters across the region, state and around the world.

The Riverside County Office of Economic Development is proposing to use \$225,000 of the Riverside County ARPA allocation to support and help rebuild the Riverside County business startup ecosystem that was negatively impacted by the COVID-19 pandemic. This funding will provide small business startup assistance to the region by helping fund incubator space operational costs. The department intends to enter into Professional Service Agreements with additional business incubators, accelerators, and innovation centers. Riverside Excite has presented an action plan which includes detailed information on how the money will be utilized to provide technical assistance to small businesses in our county which is consistent with the overall program objective. Throughout the program time frame, the organization will provide monthly reporting on the impact that the center, through this additional funding, is creating.

**Impact on Residents and Businesses**

The proposed funding for business incubators is expected to have a positive impact on the entire county, including its businesses and residents. Local businesses penetrate every sector of the economy and contribute to sales tax revenues, jobs and income.

**Additional Fiscal Information**

The proposed business incubator agreement will be funded entirely by ARPA funding from United States Department of Treasury funds and will not impact the County's General Fund. A budget adjustment in the amount of \$225,000 is recommended to increase revenues and appropriate ARPA funding for contract costs through the end of fiscal year 23/24, and can be found in attached Schedule A.

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**ATTACHMENTS:**

- Schedule A Budget Adjustment
- Professional Services Agreement for Business Incubator Services with Riverside ExCITE
- Sole Source Justification

  
Scott Brukner 6/1/2022

SCHEDULE A  
Office of Economic Development  
Budget Adjustment  
Fiscal Year 2021/2022

Increase estimated revenue:

21735-1901000000-763520	Fed-American Rescue Plan Act	\$225,000
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Increase Appropriation:

21735-1901000000-527980	Contracts	\$225,000
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**PROFESSIONAL SERVICE AGREEMENT**

**for**

**BUSINESS INCUBATOR SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**RIVERSIDE EXCITE**



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This Agreement, made and entered into this 7 day of ~~March~~ <sup>June</sup>, 2022, is by and between RIVERSIDE EXCITE, a nonprofit corporation, (herein referred to as "CONTRACTOR"), 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 June 30, 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 of Exhibit A, Scope of Service. This agreement is a three-year contract that will compensate a maximum of \$75,000 per year to be invoiced and paid annually. Maximum total payments by COUNTY to CONTRACTOR shall not exceed TWO HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00) including all expenses and shall commence payment upon execution of this three-year Agreement. 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.

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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 their 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, they 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.

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**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 limited 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.

**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

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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.

**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

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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

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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

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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.

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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**

RIVERSIDE COUNTY OFFICE  
OF ECONOMIC DEVELOPMENT  
3403 10<sup>TH</sup> Street, Suite 400  
Riverside, CA 92501

**CONTRACTOR**

RIVERSIDE EXCITE  
3600 Lime Street, Suite 725  
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

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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](http://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

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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

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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.

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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

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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.

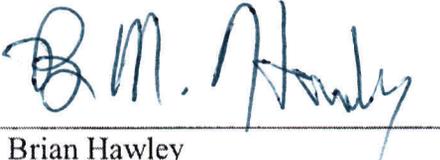
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

By:   
Jeff Hewitt  
Chairman

Dated: JUN 07 2022

**RIVERSIDE EXCITE**, a nonprofit corporation

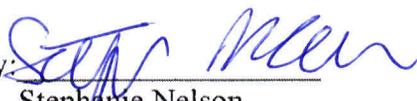
By:   
Brian Hawley  
Chair, Board of Directors

Dated: 4/15/2022

ATTEST:  
Kecia Harper  
Clerk of the Board

By: 

APPROVED AS TO FORM:  
~~Gregory P. Priamos~~  
County Counsel

By:   
Stephanie Nelson  
Deputy County Counsel

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**EXHIBIT A**  
(behind this page)

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## EXHIBIT A

### SCOPE OF SERVICE

This agreement between Riverside ExCITE and the County of Riverside is established to further the County goals. To fulfill the obligations of this agreement, ExCITE shall maintain an office in Riverside County with a regular schedule and provide a full range of its services. ExCITE shall partner with the Riverside County Office of Economic Development on programs and initiatives, participate in scheduled meetings with County staff, and maintain reporting schedules as identified in this scope of service. The goal of this agreement is to facilitate the successful acceleration of startup companies engaged in entrepreneurial research and development with a specific focus on advanced technologies that promote economic opportunity, sustainability, resiliency, and innovation in Riverside County.

#### **Economic Opportunity**

- Goal 1: Facilitate partnerships and programs to develop, attract and retain innovative business sectors
- Goal 2: Work with key partners in implementing workforce development programs and initiatives that connect local talent with high quality employment opportunities and provide access to education and training
- Goal 3: Cultivate a business climate that welcomes innovation, entrepreneurship, and investment
- Goal 4: Collaborate with key partners to implement policies and programs that promote local business growth and ensure equitable opportunities for all

#### **I. Support a welcoming and inclusive business climate, increase high-quality employment opportunities and access to education and training for Riverside County's technology startup and innovation entrepreneurship community in the following ways:**

- a. Company Incubation: ExCITE will provide affordable space for Riverside County's startup and innovation entrepreneurs to launch, grow, and scale new companies.
- b. Technology Startup and Innovation Entrepreneurship Community Development: ExCITE will provide meeting space and coordination for tech-focused meetups, annual pitch competitions, and semi-annual investor preparation events. All events will be accessible to both incubator and non-incubator companies in Riverside County's startup and innovation entrepreneurship community. At least 10 events will be held in Riverside per year virtually or in person.

#### **II. Stimulate local investment and promote the development and retention of workforce talent in the following ways:**

- a. Commercialization assistance: Through its partnership with UCR's EPIC Small Business Development Center (SBDC), Riverside County's startup and innovation entrepreneurship companies engaged with ExCITE will have access to specialized mentorship, connections to capital resources, and training, as well as a network of entrepreneurs and tech professionals to support business growth and the development and retention of local talent.
- b. Engaging Regional Partners for recruitment and outreach: ExCITE will aggressively pursue and engage new Riverside County-based startups and entrepreneurs from local partners such as UCR, CBU, RCCD, La Sierra University, and other regional higher learning institutions to ensure equitable and resilient economic opportunities for Riverside County's local workforce. Companies that join ExCITE are at all stages of development but are generally in very early development stages.
- c. Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) support: In partnership with UCR's EPIC SBDC, Riverside County's startup and innovation

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entrepreneurship companies engaged with ExCITE will have access to training and proposal development support, improving opportunities for innovative business development and success. Additionally, they will be able to utilize the ExCITE space for company and product development, encouraging local investment. ExCITE is currently located in a HUBZone, which creates strategic advantages for Riverside County's startup and innovation entrepreneurship companies. Eligible SBIR companies will have an ability to compete for the SBA program's set-aside contracts. HUBZone-certified businesses also get a 10 percent price evaluation preference in full and open contract competitions.

### **III. Location and Hours of Operation**

- a. Riverside County location with 24/7 access for ExCITE members to be maintained for the duration of the agreement.

### **IV. Support Partnership and Collaboration in the following ways:**

- a. Participate in quarterly strategic planning meetings with the County's Economic Development Team to maximize opportunities for collaboration on mutual goals.
- b. Lend support to County programs and initiatives to develop, attract and retain innovative business sectors as relevant to the scope of this agreement including promotion, data sharing, industry insights, business community feedback and participation in campaigns and events.
- c. Collaborate with County staff on presentations to targeted audiences such as local colleges, universities, and business groups to strengthen regional partnerships and support local workforce and business development.
- d. Participate with staff on educational programs and initiatives as relevant to promote local business growth and economic mobility for Riverside County's entrepreneurs.
- e. Support companies that graduate from ExCITE, increasing equitable access to high paying jobs, retention of local talent, and stimulating growth in the Innovation District and other areas of the County.

### **V. Collaborative Marketing and Promotion**

- a. Include the County of Riverside as a sponsor on website, newsletters, and other marketing materials.
- b. Keep County staff informed on ExCITE marketing programs and provide information for County updates, social media posts, and newsletters (as available).
- c. Cross promote with the County on events, as relevant, to reach a broader audience including, but not limited to, participating in business visitations, providing connections to County services, and promoting other County startup and entrepreneurship programs that further local economic opportunity.
- d. Utilize appropriate opportunities through ExCITE connections to offer useful resources to Riverside County business customers such as site visits and other connections to County staff, registration for the Economic Development Newsletter, and direction to data and resources through the County's Website.

### **VI. Reporting**

Monthly reports will be provided to the Office of Economic Development Department and will include the following:

- a. Measure gains in Riverside County's startup and entrepreneurship community through reporting the number of jobs supported and grant and investment capital received.

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- b. Track innovative business sector development and diversification through a breakdown of business types served.
  - c. Track progress in engaging and retaining local talent through a breakdown of recruitment efforts among regional education partners.
  - d. Measure the success of inclusive and equitable economic opportunities through demographic data including gender, veteran status, and ethnic backgrounds as reported by companies.
  - e. Inform staff on emerging industry trends through data on areas or subjects of counseling.
  - f. Measure sustainable progress over time through client tracking data.
  - g. Prepare and deliver an annual presentation to Riverside County Office of Economic Development at the end of each fiscal year, covering all information contained in the semi-annual reporting metrics and featuring the latest success stories.



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued \$5,000 or more must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding \$50,000 require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than \$50,000 require additional Board of Supervisors approval.

### Supplier Details

**Vendor** Riverside ExCITE  
**Fulfillment Address** Other-501c3 - Services: (preferred)  
 c/o Jamie Robinson  
 3403 Tenth St Ste 830  
 Riverside, California 92501 United States

### Distribution Method

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information.

Email (HTML Body) jenyt@ucr.edu  
 Contract

### Background Information

**Please indicate if this is a single or sole source below**

Sole Source

**Have you previously requested and received approval for a sole/single source request for this vendor for your department?**

No

**If selected "yes", please provide the approved SSJ# below**

SSJ#

**If selected "yes", was the request approved for a different project?**

### Purchase Details

#### 1. Supply/Service being requested:

Maintain business incubator space for entrepreneurs and business startups in Northwest Riverside County that will operate a regular schedule and provide a full range of its services. Partner on programs and initiatives. The goal is to facilitate the successful acceleration of startup companies engaged in entrepreneurial research and development with a specific focus on advanced technologies that promote economic opportunity, sustainability, resiliency, and innovation in Northwest Riverside County.

#### 2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Riverside Excite is the only business startup incubator space in all Northwest Riverside County.

#### 3. Reasons why my department requires these unique features and what benefit will accrue to the county:

### Current Year Cost

#### 6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

**Describe** all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

Maintain an office in Riverside County \$75,000

**Insert all current fiscal year costs in the table below.** Label the 'description' as the item that is

Riverside Excite has the ability to facilitate partnerships and programs to develop, attract and retain innovative business sectors. The organization currently works with many regional partners in implementing workforce development programs and initiatives that connect local talent with high quality employment opportunities and provide access to education and training. The organization cultivates a business climate that welcomes innovation, entrepreneurship, and investment. Collaborate with key partners to implement policies and programs that promote local business growth and ensure equitable opportunities for all.

**4. Period of Performance** 3/22/2022  
**From:**

**Period of Performance To:** 3/22/2024

**Is this an annually renewable contract or is it fixed term?**

Fixed Term

**5. Price Reasonableness:**

Riverside Excite brings immense benefit to the region in helping to attract startups and initial business investment by providing and supporting the regional business ecosystem. Riverside Excite is the only business startup incubator space in all Northwest Riverside County. In addition, the group has strong partnerships that represent capital funding for startups as well as key partnerships with UCR, SBDC, regional cities and investment groups.

Projected Board of Supervisor 3/22/2022

Date (if applicable):

**Commodity Code** 96377

being purchased.

Current FY Costs

Description	Price
2022 Sponsorship	75,000.00

**Enter all additional FY costs in the table below .**

Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY 22/23 Sponsorship \$75,000

FY 23/24 Sponsorship \$75,000

FY

FY

FY

Additional FY Cost

**Describe all additional costs associated with this procurement in the box below.** Include the dollar amounts for subsequent fiscal years if it differs from above.

**Current Year Cost Total: 75,000.00**

**Supporting Documentation**

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

**Purchasing Approval**

Approved by

Date Approved

Sole Source Number

Approval

Conditions/Comments

**This section to be filled out by Purchasing Management only upon approval.** Suzanna Hinckley

4/22/2022

**Total 75,000.00**