

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



**ITEM: 3.11
(ID # 19222)**

MEETING DATE:
Tuesday, September 13, 2022

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approve Allocation of American Rescue Plan Act (ARPA) Economic Recovery Category Funds for the Office of Economic Development's Small Business Thrive Program (Thrive Program) in a Total Amount of \$1,380,500; Approve Creation of the Veterans Business Resources NOW Program; Approve and Execute the Subrecipient Agreement with AmPac Business Capital for Grant Management Services for the Thrive Program in the Amount of \$1,205,000; and Approve and Execute the Subrecipient Agreement with CSU Fullerton Auxiliary Services Corporation (ASC) in the Amount of \$50,000 for Training and Technical Assistance Services for the Thrive Program. All Districts. [\$1,380,500 Total Cost – 100% ARPA Funds] (CEQA Exempt) (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that Allocation of ARPA funds, the RivCo Small Business Thrive Program, Veterans Business Resources NOW Program, The Subrecipient Agreements with AMPAC Tri-State CDC, Inc., doing business as AmPac Business Capital and CSU Fullerton Auxiliary Services Corporation are exempt under the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) and 15301; and

Continued on page 2

ACTION:Policy, 4/5 Vote Required

Suzanne Holland
Suzanne Holland, Director of Office of Economic Development

7/21/2022

Aaron Gettis
Aaron Gettis, Deputy County Counsel

8/10/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

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

Kecia R. Harper
Clerk of the Board
By: *[Signature]*
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve Creation of the RivCo Small Business Thrive Program (Thrive Program), to be Administered by the Office of Economic Development, for Business Ecosystem Support to Small Businesses in the County of Riverside, to Recover from COVID-19 Related Economic Impacts, and Provide Training, Technical and Financial Assistance in the Form of Grants for Eligible Entrepreneurs and Small Businesses within the County; and
3. Approve Creation of the Veterans Business Resources NOW Program to Provide Direct Access to Resources Necessary to Assist County Veterans with Launching Businesses, and with Successful Expansion of Existing Veteran-Owned Business; and
4. Authorize Allocation of \$1,380,500, from the County of Riverside's ARPA Economic Recovery Allocation for the Thrive Program, to be used for Small Business Assistance Grants, Grant Management Services, Training and Technical Assistance, and Departmental Program Administration Costs; and
5. Approve the Attached Subrecipient Agreement Between AMPAC Tri-State CDC, Inc., Doing Business as AmPac Business Capital, and the County of Riverside (AmPac Thrive Program Agreement) to Provide Fiscal Agent Services on Behalf of the Thrive Program, Without Seeking Competitive Bids, in an Amount not to Exceed \$1,205,000 through June 30, 2025, and Authorize the Chair of the Board of Supervisors to Execute said Agreement on Behalf of the County; and
6. Approve the Attached Subrecipient Agreement by and between CSU Fullerton Auxiliary Services Corporation (ASC Agreement) and County of Riverside to provide Administrative, Training and Technical Assistance Services for the Thrive Program, Without Seeking Competitive Bids, with a Term of Three Years in an Amount not to Exceed \$50,000, and Authorize the Chair of the Board of Supervisors to Execute said Agreement on Behalf of the County; and
7. Approve and Direct the Auditor Controller to Make Budget Adjustments as Shown on Attached Schedule A; and
8. Authorize the Director of the Office of Economic Development, or Designee, to take Necessary Steps to Implement and Administer the Thrive Program, the Veterans Business Resources NOW Program, and said Subrecipient Agreements Including Signing Subsequent Necessary and Related Documents Associated with Implementation, and Making Programmatic Changes as Needed to the Thrive Program, Subject to Approval as to Form by County Counsel.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,380,500	\$ 0	\$1,380,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% ARPA Funds			Budget Adjustment: Yes	
			For Fiscal Year: 22/23-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (H.R. 1319) in to law. The \$1.9 trillion package is intended to combat the COVID-19 pandemic, including the public health and economic impacts. On April 27, 2021, the Executive Office presented the Board of Supervisors with a preliminary ARPA funding allocation then on October 19, 2021, presented a revised funding allocation after the U.S. Treasury released the ARPA interim funding guidelines which include \$36 Million for Economic Recovery.

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

On January 6, 2022, the U.S. Treasury issued the final funding guidelines. These guidelines further clarify the detailed eligibility criteria for use of ARPA funds. As a result, under the Economic Recovery category, ARPA allows for the development of programs to assist businesses and industries struggling to rebound from the pandemic as well as focus on strategic investment projects for future economic growth and resiliency in unincorporated disproportionately impacted communities. The Economic Recovery category includes funding for programs to assist businesses and industries struggling to rebound from the pandemic as well as focus on strategic investment projects for future economic growth and resiliency. Businesses continue to face challenges due to the pandemic with decreased revenues, increased cost of goods and services, diminishing capacity to withstand financial hardships. Decreased revenue has created challenges covering payroll, rent and other operating costs for businesses and further negatively impacts ability to stabilize and expand.

The Office of Economic Development proposes to use a total of \$1,380,500 of the Riverside County Economic Recovery ARPA allocation to support and help rebuild the Riverside County business startup ecosystem and support businesses that were negatively impacted by the

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

COVID-19 pandemic. This funding will provide small business startup assistance and support for existing businesses to stabilize and grow by providing needed technical assistance and grant funding for operational costs. The Department intends to launch the RivCo Small Business Thrive Program (Thrive Program) consisting of training, technical and financial assistance with the collaboration of two partners; AMPAC Tri-State CDC, Inc., doing business as AmPac Business Capital (AmPac) and Cal State Fullerton University Auxiliary Services Corporation (ASC). Of the total \$1,380,500 recommended to be allocated to the Thrive Program, \$1,113,000 is proposed to for direct business assistance for the 344 grants that will provided to eligible county businesses, \$92,000 is proposed for AmPac's administrative fees for services, \$50,000 is proposed to be used for the agreement with ASC for training and technical assistance services, and finally, \$125,500 is proposed for the Office of Economic Development's costs for administration of the Thrive Program over the next three years. Throughout the program time frame, both AmPac and ASC will provide monthly reporting on the effect the support and services are producing within the negatively affected business community. In addition, the Office of Economic Development is proposing to launch the Veterans Business Resources NOW Program to assist a dynamic entrepreneurial and business sector of the county.

Veterans Business Resources NOW Program

The Office of Economic Development's proposed Veterans Business Resources NOW Program has been designed to provide direct access to the resources necessary to guide Veterans through every step of their entrepreneurial journey, and help veteran owned businesses successfully expand. The program will provide support in the following critical areas: financial resources, permit assistance, starting and growing a business, hiring, and training, site selection, government contracting, patents, trademarks, and copyright infringement, as well as accessing capital. Quarterly workshops will be held in partnership with the Orange County/Inland Empire Small Business Development Center network (SBDC), Riverside County Workforce Development, Riverside County Veterans Affairs, and United States Patent Trade Office Veterans Innovation and Entrepreneurship Program. Additionally, through the partnership with the SBDC, 8-week to 12-week training programs will be made available that is specifically tailored to Veterans, provided via the Thrive Program. Two courses will be offered; the Veteran Entrepreneurs Business Start Program will focus on veteran start-ups and include topics on business planning, finance, marketing, sales, HR, licenses and permits and more. Veteran-Owned Businesses Expansion Program will focus on business expansion and will cover the topics of cash, strategic planning, customers, and people. At the end of completed training programs, Veteran participants will be eligible to receive a \$2,500 grant to assist with launching or expanding their business. Workshops and training programs will be held at Office of Economic Development Business Centers. The Office of Economic Development has developed a Veterans Resources NOW Program webpage located at <https://www.rivcoed/veterans>, and is ready to launch once approved.

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

AmPac Thrive Program Agreement

For Thrive Program administration, the Office of Economic Development proposes to partner with AmPac, a nonprofit, public benefit corporation experienced in operating grant programs and supporting small businesses. AmPac will act as fiscal agent for the Thrive Program, and provide Financial Literacy training to all awardees. The Office of Economic Development selected AmPac as the fiscal agent for Thrive Program grants based on AmPac's past and current experience, and technical infrastructure and capacity. AmPac will gather documents and provide a financial literacy training, issue grants and send out 1099s to all awardees. AmPac will allow the County to expeditiously launch the program and assist the county's entrepreneurs and businesses community. The County and its partners will market the program to ensure all areas of Riverside County are made aware of the Thrive program. AmPac will send out grants to awarded applicants, and will electronically store all information related to applicants funded, track and report to the County, and maintain a database with pertinent information and documents received from applicants. The Office of Economic Development is recommending that a total \$1,205,000 be allocated toward the agreement with AmPac for the Thrive Program. Of that total, \$1,113,000 is proposed to be allocated for direct business assistance for the 344 grants that will be provided to eligible county businesses, and \$92,000 is proposed for AmPac's administrative fees for services to be provided (\$67,000 for grant management, and \$25,000 to provide Financial Literacy training). Grant amounts will be between \$1,500 - \$5,000, depending on type of business being started or expanded. The Grant Program will require that applicants attend one of the Thrive Program training webinars, receive one-on-one consulting services through ASC and financial literacy training from AmPac in order to receive a grant. AmPac will be required to provide monthly reports to the Office of Economic Development. Purchasing has approved procurement of these services from AmPac via attached Single Source Justification #23-010.

CSU Fullerton ASC Agreement

The Office of Economic Development proposes to partner with ASC to develop, oversee, and provide training and technical assistance services to county entrepreneurs and existing business owners for the Thrive Program. The Office of Economic Development will utilize \$50,000 of the ARPA allocation for ASC to provide a total of 13 distinct training programs in 9 business industry categories for ecosystem development and business support. The scope of services includes the administrative costs to develop, coordinate, and present trainings, one-on-one business consulting for all participants, development of a web portal for participants to apply and upload required documents, and tracking and reporting of outcomes. The training programs are:

- **Riverside County MADE-** for entrepreneurs and business owners wanting to start a product-based business that will provide \$2,500 grants to 30 participants.
- **California Shop Small- Riverside County Edition-** will assist entrepreneurs and business owners to prepare to sell products on the California Shop Small e-commerce platform and will provide \$2,500 grants to 60 participants.

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

- **Farm to Retail Program-** for entrepreneurs and small farmer business owners wanting to sell retail products; 26 participants will receive \$5,000 grants.
- **Starting a Home Childcare Program-** will assist entrepreneurs wanting to start a childcare business and provide 40 participants with \$5,000 grants.
- **Level Up-** a cohort style business expansion program for minorities and the underserved to help grow their businesses; 30 participants will receive \$2,500 grants at completion of training.
- **Veterans Entrepreneur Business Start Program-** will assist Veterans to launch a small business and provide 30 participants with \$2,500 grants.
- **Veteran Owned Business Expansion Program-** will assist Veteran business owners to grow their existing business and provide 30 participants with \$2,500 grants.
- **International Trade with Coupang-** will assist existing county manufacturers with selling their products in Korea and will provide 26 participants with a \$5,000 grant.
- **Main Street Digital Program-** will assist existing brick-and-mortar retail businesses to create a digital presence for their businesses. 40 participants will receive a \$1,500 grant at completion of the program.
- **RivCo Start-** a general business start program for those that want to start other types of businesses; 34 participants will be provided \$2,500 grants at completion of the program.

To maximize success of the Thrive Program, training will be a prerequisite for entrepreneurs and business owners to access program grants. Once entrepreneurs and business owners have attended a webinar training and have received one-on-one consulting and have submitted successful online application along with required documents, they will be referred to AmPac for financial literacy training and grants. ASC will provide monthly reports to Office of Economic Development. Purchasing has approved procurement of these services from ASC via attached Single Source Justification #23-015.

Pursuant to the California Environmental Quality Act (CEQA), the proposed Thrive Program, Veterans Business Resources NOW Program and Subrecipient Agreements were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" exemption, and Section 15301 Class 1- Existing Facilities exemption. The project includes implementing an Economic Recovery Program composed of training, technical assistance and granting of funds for use as employee salary and other business capital and operating expenses (Project). The Project will have mostly financial impacts. The Economic Recovery Program and the use of ARPA funds are strictly for employee salary and other business capital and operating expenses that will not alter the existing facility and is categorically exempt from CEQA under CEQA Guidelines 15301, Class 1 – Existing Facilities since the Project does not include any change of existing facilities and no expansion of an existing use will occur. In addition, it can be seen with certainty that there is no possibility that the activity in question will have a significant impact on the environment since the Project is implementing a training, technical assistance and grant program and will not require any construction activities and will not lead to any direct or

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

reasonably foreseeable indirect physical environmental impacts since the existing use will be maintained.

The Office of Economic Development recommends that the Board approve creation of the Thrive and the Veterans Business Resources NOW Programs, approve allocation of ARPA funds for both programs, approve and execute the attached Subrecipient Agreements with AmPac and ASC, and authorize the Director of the Office of Economic Development, or designee to administer the Thrive and Veterans Business Resources NOW Programs and Subrecipient Agreements.

Impact on Residents and Businesses

The training, technical and financial assistance to be provided by the Thrive and Veterans Business Resources NOW Programs will assist entrepreneurs with launching businesses and assist existing business owners with expanding their operations as they recover from the negative economic impacts of COVID-19, thereby supporting preservation of small businesses in the County. This will benefit the community and will increase taxable revenue generated by businesses as they start or expand their operations.

Additional Fiscal Information

The proposed Thrive Program including training, technical and financial assistance will be funded entirely by U.S. Department of Treasury ARPA funding and will not impact the County's General Fund.

ATTACHMENTS:

- **AmPac Thrive Program Subrecipient Agreement**
- **ASC Thrive Program Subrecipient Agreement**
- **AmPac Sole Source Justification**
- **ASC Sole Source Justification**
- **Schedule A Budget Adjustment**

SUBRECIPIENT AGREEMENT

for

COUNTY OF RIVERSIDE ECONOMIC RECOVERY GRANT PROGRAM

between

COUNTY OF RIVERSIDE

and

CSU FULLERTON AUXILIARY SERVICES CORPORATION



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance	3
3. Budget.....	4
4. Grant Program Requirements	4
5. Suspension or Termination	5
6. Ownership/Use of Materials	7
7. Conduct of Subrecipient	7
8. Performance Monitoring	7
9. Independent Contractor/Employment Eligibility.....	8
10. Subcontract for Work or Services.....	10
11. Disputes	10
12. Funds Use Requirement.....	10
13. Administrative Requirements	11
14. Not Used	12
15. Non-Discrimination	12
16. Confidentiality	12
17. Administration/Liaison	13
18. Notices	13
19. Force Majeure.....	14
20. EDD Reporting Requirements.....	14
21. Hold Harmless/Indemnification.....	14
22. Insurance	15
23. General	17
Exhibit A-Scope of Services.....	22
Exhibit B- Budget.....	27
Exhibit C- Framework	28

This Subrecipient Agreement (“Sub-agreement”) is made and entered into this ____ day of _____, 2022, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, through its Office of Economic Development (herein referred to as "COUNTY"), and CSU FULLERTON AUXILIARY SERVICES CORPORATION (hereinafter, “ASC”) a California non-profit corporation which is a recognized auxiliary and fiscal agent of California State University, Fullerton, operating pursuant to California Education Code Section 89900, et seq. and California Code of Regulations Title 5, Section 42400, et seq. (herein referred to as "SUBRECIPIENT"), to accelerate the United States recovery from the economic impacts of the COVID-19 pandemic through the COUNTY’s Economic Recovery Program (Recovery Program). COUNTY and SUBRECIPIENT are collectively referred to herein as the “Parties” and individually as a “Party.” The Parties agree as follows:

1. Description of Services

1.1 SUBRECIPIENT shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the fees stated in Exhibit B, Budget and within the criteria in Exhibit C, Framework all three attached hereto and incorporated herein.

1.2 SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Sub-agreement and the COUNTY relies upon this representation. SUBRECIPIENT 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 SUBRECIPIENT affirms this it is fully apprised of all of the work to be performed under this Sub-agreement; and the SUBRECIPIENT agrees it can properly perform this work at the fees stated in Exhibit B. SUBRECIPIENT is not to perform services or provide products outside of the Sub-agreement.

1.4 Acceptance by the COUNTY of the SUBRECIPIENT’s performance under this Sub-agreement does not operate as a release of SUBRECIPIENT’s responsibility for full compliance with the terms of this Sub-agreement.

1.5 The description of services hereunder may be amended as needed pursuant to Section 23.14 of this Sub-agreement.

2. Period of Performance

2.1 This Sub-agreement shall be effective upon signature by both Parties and continues in effect through June 30, 2025, unless terminated earlier or otherwise modified. SUBRECIPIENT shall commence performance upon signature of this Sub-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.

2.2 Time shall be of the essence as to all aspects of the SUBRECIPIENT's performance under this Sub-agreement.

3. **Budget**

3.1 The total capital budget for full performance under this Sub-agreement is **Fifty Thousand dollars (\$50,000)** for services provided to small businesses in Riverside County. The capital budget may be amended as needed pursuant to Section 23.14 of this Sub-agreement. Payment for services shall be in accordance with Exhibit B (Budget).

3.2 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. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Sub-agreement.

3.3 COUNTY obligation under this Sub-agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing; and this Sub-agreement shall be deemed terminated and have no further force and effect.

4. **Recovery Grant Program Requirements**

4.1 SUBRECIPIENT acknowledges that the source of funding for the Economic Recovery Program is derived from United States \$1.9 trillion economic stimulus bill also known as the COVID-19 Stimulus Package or the American Rescue Plan Act (ARPA) for Economic Recovery ("ARPA Funds"). The intent of the bill is to accelerate the United States recovery from the economic and health impacts of the COVID-19 pandemic.

4.2 SUBRECIPIENT acknowledges that ARPA Funds provisions allow the use of funds to respond to the public health emergency or its negative economic impacts, including assistance to small businesses expenses associated with the provision of economic support in connection with the COVID-19 and will not use these funds for any other uses.

4.3 SUBRECIPIENT shall follow the Program Framework, as set forth in Exhibit C, for process and verification to COUNTY's fiscal agent that eligible businesses have met training and technical assistance requirements per program.

5. Suspension or Termination

5.1 COUNTY may terminate this Sub-agreement without cause upon thirty (30) days written notice served upon the SUBRECIPIENT stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, suspend or terminate this Sub-agreement for cause for SUBRECIPIENT's default, if SUBRECIPIENT refuses or fails to comply with the terms of this Sub-agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time, and which are made known to SUBRECIPIENT; and
- (b) Failure, without correction, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Sub-agreement, including its reporting requirements to the COUNTY; and
- (c) Ineffective or improper use of funds provided under this Sub-agreement; or
- (d) Failure to make progress that may endanger performance and SUBRECIPIENT does not immediately cure such failure.

5.3 If the Sub-agreement is terminated because of a non-performance under Section 5.2 by the SUBRECIPIENT, the COUNTY shall be responsible for expenses incurred by the SUBRECIPIENT in relation to the award, but only up to the date that the SUBRECIPIENT receives the notice of the breach. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.4 COUNTY may terminate this Sub-agreement in the event COUNTY receives a notice of termination from the Federal Government. Upon such notification, SUBRECIPIENT shall proceed in an orderly fashion to limit or terminate any outstanding commitments. The SUBRECIPIENT will provide the COUNTY with a closeout proposal for any reasonable and reimbursable termination costs, a final financial report and/or progress report within sixty (60) days of the notice of termination.

5.5 After receipt of the notice of termination, SUBRECIPIENT shall:

- (a) Stop all work under this Sub-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 Sub-agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.6 After termination, SUBRECIPIENT shall:

- (a) Provide COUNTY with a repayment schedule for all uncommitted cash, outstanding grants net of the SUBRECIPIENT's fees. SUBRECIPIENT may, at its own discretion, refinance these outstanding grant commitments with other available funds at its disposal as a means to accelerate payment to COUNTY.
- (b) Submit a final Report no later than forty-five (45) days after closeout of this Sub-agreement.
- (c) Receive payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Sub-agreement, unless otherwise provided for herein.

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

5.8 Closeout expenses upon termination may include accounting, legal, clerical, and similar costs reasonably necessary to terminate SUBRECIPIENT activities under this Sub-agreement, the termination and settlement of any subcontracts, reasonable costs for storage, transportation, protection of any property or records related to this Sub-agreement, and any management costs such as salaries and wages and any normal indirect costs limited to payroll taxes, fringe benefits, occupancy costs, and other reasonable overhead costs.

5.9 This Sub-agreement is federally, or State funded, and as such, SUBRECIPIENT cannot be debarred from the System for Award Management (SAM). SUBRECIPIENT must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central SUBRECIPIENT 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.

5.10 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 Sub-agreement.

6. Ownership/Use of Materials

The SUBRECIPIENT agrees that all materials, reports or products in any form, including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated pursuant to this Sub-agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. SUBRECIPIENT agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Subrecipient

7.1 The SUBRECIPIENT 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 SUBRECIPIENT's performance under this Sub-agreement. The SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Sub-agreement. The SUBRECIPIENT agrees to inform the COUNTY of all the SUBRECIPIENT's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The SUBRECIPIENT 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 SUBRECIPIENT is doing business or proposing to do business, in accomplishing the work under this Sub-agreement.

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

8. Performance Monitoring

8.1 SUBRECIPIENT shall submit program performance monthly reports and a final report to COUNTY, with the information and in the format acceptable to COUNTY. The final report is due by June 30, 2025.

8.2 COUNTY will evaluate SUBRECIPIENT's management and operation of the Economic Recovery Program on factors, including but not limited to training attendee volume, management, reporting and strategic results.

8.3 SUBRECIPIENT will generally be allowed sixty (60) days to submit Deliverables, or to increase its performance. However, persistent noncompliance will result in COUNTY seeking appropriate remedies for noncompliance.

8.4 COUNTY will review the audit of the SUBRECIPIENT to ensure that grant funds are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements under this Agreement, including Section 12.1 below.

8.5 If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period after being notified by COUNTY, suspension or termination procedures may be initiated by COUNTY according to Section 5 of this Sub-agreement.

8.6 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Sub-agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The SUBRECIPIENT shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the SUBRECIPIENT's conformity with the terms of this Sub-agreement. If any services performed by SUBRECIPIENT are not in conformance with the terms of this Sub-agreement, the COUNTY shall have the right to require the SUBRECIPIENT to perform the services in conformance with the terms of the Sub-agreement at no additional cost. The COUNTY may also terminate this Sub-agreement for default and charge to SUBRECIPIENT any costs incurred by the COUNTY because of the SUBRECIPIENT's failure to perform.

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

9. **Independent Contractor/Employment Eligibility**

9.1 The SUBRECIPIENT is, for purposes relating to this Sub-agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and SUBRECIPIENT 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 Sub-agreement. Nothing in the Sub-agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Sub-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.

9.2 SUBRECIPIENT warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of noncitizens and others and to ensure that employees performing work under this Sub-agreement (“Covered Individuals”) meet the citizenship or other immigration status requirement set forth in federal statutes and regulations. SUBRECIPIENT shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status lawfully 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. SUBRECIPIENT shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 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.

9.4 SUBRECIPIENT shall screen prospective Covered Individuals prior to hire or engagement. SUBRECIPIENT shall not hire or engage any Ineligible Person to provide services directly relative to this Sub-agreement. SUBRECIPIENT shall screen all current Covered Individuals within thirty (30) days of execution of this Sub-agreement to ensure that they have not become Ineligible Persons unless SUBRECIPIENT has performed such screening on same Covered Individuals under a separate Sub-agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to SUBRECIPIENT immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. SUBRECIPIENT shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Sub-agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 SUBRECIPIENT 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 SUBRECIPIENT becomes aware that a Covered Individual has become an Ineligible Person, SUBRECIPIENT shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Sub-agreement.

9.6 SUBRECIPIENT 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 Sub-agreement.

10. Subcontract for Work or Services

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

11. Disputes

11.1 The Parties shall attempt to resolve any disputes amicably at the working level through informal means. If that is not successful, the dispute shall be referred to the senior management of the Parties. Any dispute relating to this Sub-agreement, which is not resolved by the Parties, shall be decided by the COUNTY's Director of Office of Economic Development who shall furnish the decision in writing. The decision of the COUNTY's Director of Office of Economic Development 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 SUBRECIPIENT shall proceed diligently with the performance of this Sub-agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Sub-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.

12. Funds Use Requirements

12.1 General Compliance. SUBRECIPIENT agrees to comply with:

- (a) Riverside County's Economic Recovery Program Framework, (Exhibit C);
- (b) Budget (Exhibit B);
- (c) Registration with SAM; and
- (d) All other applicable Federal, state and local laws, regulations, and policies, governing the funds provided under this Sub-agreement.

12.2 Insurance and Bonding. Evidence of Fidelity bond coverage for persons authorized to handle funds under the Sub-agreement in an amount sufficient to protect the interests of the Federal Government and the COUNTY's Economic Recovery Program shall be provided to the COUNTY on an annual basis. At a minimum, the amount of coverage shall be the greater of the maximum grant amount allowed by the Sub-

agreement or 25% of the SUBRECIPIENT portfolio grant base. Such insurance coverage must exist always during the duration of the Sub-agreement.

13. Administrative Requirements

13.1 Accounting Standards. SUBRECIPIENT agrees to comply with and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

13.2 Cost Principles. SUBRECIPIENT will administer its program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or 2 CFR part 200, as applicable.

13.3 Access to Records and Retention. SUBRECIPIENT shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Sub-agreement and such books, documents and records as are necessary to certify the nature and extent of the SUBRECIPIENT's costs related to this Sub-agreement. All such books, documents, and records pertinent to work undertaken under this Sub-agreement shall be retained by the SUBRECIPIENT for at least six (6) years following termination of this Sub-agreement and or after final audit of the COUNTY's COVID-19 Small Business Assistance Grant Program, whichever is later, unless a longer period is required to resolve audit findings or litigation. In such cases, the COUNTY will request a longer period of record retention. SUBRECIPIENT shall provide to the COUNTY reports and information related to this Sub-agreement as requested by COUNTY.

13.4 Audits and Inspections. All SUBRECIPIENT records with respect to any matters covered by this Sub-agreement will be made available to the COUNTY and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. SUBRECIPIENT hereby agrees:

- (a) Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Sub-agreement and may result in suspension or termination; and
- (b) To have an annual audit conducted in accordance with current COUNTY's policy concerning SUBRECIPIENT audits and OMB Circular A-133 or 2 CFR part 200, as applicable.

13.5 Conduct. No Party has the authority to bind any other Party in contract or to incur any debts or obligations on behalf of any other Party, and no Party (including any employee or other representative of a Party with responsibility for program matters) shall take any action that attempts or purports to bind any other

Party in contract or to incur any debts or obligations on behalf of any other Party, without the affected Party's prior written approval.

13.6 Conflict of Interest. SUBRECIPIENT hereby agrees:

- (a) That no member of the SUBRECIPIENT's governing body who exercises any functions or responsibilities in connection with the planning or carrying out of the COUNTY's Economic Recovery Program, will have any personal financial interest, direct or indirect, in this agreement; and the SUBRECIPIENT will take appropriate steps to assure compliance; and
- (b) To maintain a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the activities funded by this award.

14. Not Used.

15. Non-Discrimination

SUBRECIPIENT 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 Sub-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. S1210 et seq.) and all other applicable laws or regulations.

16. Confidentiality

16.1 The SUBRECIPIENT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Sub-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 subrecipients, subcontractors or suppliers in advance of official announcement.

16.2 The SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Sub-agreement, except for general statistical information not identifying any person. The SUBRECIPIENT shall not use such information for any purpose other than carrying out the SUBRECIPIENT's obligations under this Sub-agreement. The SUBRECIPIENT shall promptly transmit to the COUNTY all third-party requests for disclosure of such

information. The SUBRECIPIENT shall not disclose, except as otherwise specifically permitted by this Sub-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.

17. Administration/Liaison

17.1 The Board of Supervisors or the Director of Office of Economic Development, or their designee(s), are the only authorized COUNTY representatives who may at any time, by written order, alter this Sub-agreement. The Director of Office of Economic Development, or designee, shall administer this Sub-agreement on behalf of the COUNTY.

17.2 Both Parties shall identify an individual to serve as the liaison with the other Party in connection with this Sub-agreement.

18. Notices

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

COUNTY OF RIVERSIDE

Office of Economic Development
3403 10th Street, Suite 400
Riverside, CA 92501

Attn: Suzanne Holland, Director

SUBRECIPIENT

CSU Fullerton Auxiliary Services Corporation
1121 State College Blvd.
Fullerton, CA 92831

Attn: Sydney Dawes, Director
Sponsored Programs Office

19. Force Majeure

If either Party is unable to comply with any provision of this Sub-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.

20. EDD Reporting Requirements

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 SUBRECIPIENT(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Sub-agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to timely submit the data and/or

certificates required may result in the contract being awarded to another SUBRECIPIENT. In the event a contract has been issued, failure of the SUBRECIPIENT 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 Sub-agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT 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.

21. Hold Harmless/Indemnification

21.1 SUBRECIPIENT 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 SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Sub-agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT 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.

21.2 With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT 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 SUBRECIPIENT indemnification to Indemnitees as set forth herein.

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

21.4 The specified insurance limits required in this Sub-agreement shall in no way limit or circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the SUBRECIPIENT'S obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost

and expense, the following insurance coverage's during the term of this Sub-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.

22.2 Workers' Compensation:

If the SUBRECIPIENT has employees as defined by the State of California, the SUBRECIPIENT 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.

22.3 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 SUBRECIPIENT'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 Sub-agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Sub-agreement, then SUBRECIPIENT 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 Sub-agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 Professional Liability:

SUBRECIPIENT shall maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's performance of work included within this Sub-agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SUBRECIPIENT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Sub-agreement and SUBRECIPIENT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Sub-agreement;

or 3) demonstrate through Certificates of Insurance that SUBRECIPIENT has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

22.6 General Insurance Provisions - All lines:

a) 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.

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

c) SUBRECIPIENT shall cause SUBRECIPIENT'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. SUBRECIPIENT shall give thirty (30) days written notice 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 Sub-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. SUBRECIPIENT 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.

d) It is understood and agreed to by the parties hereto that the SUBRECIPIENT'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.

e) If, during the term of this Sub-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 Sub-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 Sub-agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

f) SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Sub-agreement.

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

h) SUBRECIPIENT 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 Sub-agreement.

23. General

23.1 SUBRECIPIENT shall not delegate or assign any interest in this Sub-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.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Sub-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 Sub-agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Sub-agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Sub-agreement.

23.3 In the event the SUBRECIPIENT receives payment under this Sub-agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Sub-agreement, the SUBRECIPIENT 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 SUBRECIPIENT.

23.4 SUBRECIPIENT shall not provide partial delivery of services unless specifically stated in the Sub-agreement.

23.5 SUBRECIPIENT shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other Sub-agreement by which an interest is retained by a third party.

The SUBRECIPIENT warrants that it has good title to all materials or products used by SUBRECIPIENT or provided to COUNTY pursuant to this Sub-agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Sub-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 Sub-agreement.

23.7 The COUNTY agrees to cooperate with the SUBRECIPIENT in the SUBRECIPIENT's performance under this Sub-agreement, including, if stated in the Sub-agreement, providing the SUBRECIPIENT with reasonable facilities and timely access to COUNTY data, information, and personnel.

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

23.9 SUBRECIPIENT 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. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Sub-agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Sub-agreement.

23.10 SUBRECIPIENT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Sub-agreement.

23.11 SUBRECIPIENT 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).

23.12 This Sub-agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Sub-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 Sub-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.

23.13 The Parties acknowledge and agree that SUBRECIPIENT is a private business providing emergency services at the request of the State of California and/or COUNTY under the California Emergency Services Act (California Government Code §§ 8550 *et seq.*) to address the COVID-19 pandemic emergency situation, and that the COUNTY is subject to certain immunities with respect thereto. COUNTY shall not be liable for any claim based upon the exercise or performance of, or the failure or exercise to perform, a discretionary function or duty on the part of the COUNTY or any employee of the COUNTY in carrying out its provisions.

23.14 This Sub-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 Sub-agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

23.15 SUBRECIPIENT hereby represents that the person executing this Sub-agreement on behalf of SUBRECIPIENT has full authority to do so and to bind SUBRECIPIENT to perform pursuant to the terms and conditions of this Sub-agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Sub-agreement as of the date and year last written below.

COUNTY

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

By: 
Jeff Hewitt, Chairman
Board of Supervisors

Dated: SEP 13 2022

SUBRECIPIENT

CSU FULLERTON AUXILIARY SERVICES CORPORATION, a California non-profit auxiliary corporation

By: _____
Name: Charles D. Kissel
Title: Executive Director

Dated: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
County Counsel

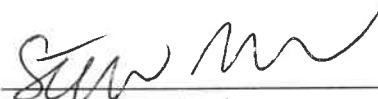
By: 
Stephanie K. Nelson
Deputy County Counsel

Exhibit A
Scope of Work
Economic Recovery Program

In an effort to assist entrepreneurs launch a business and support businesses that are continuing to struggle with the negative economic impacts of the pandemic, the Office of Economic Development will partner with the Orange County Inland Empire Small Business Development (OCIE SBDC) to provide technical and financial assistance to county constituents and businesses. OCIE SBDC will provide nine programs with 13 specialized training and one-on-one consulting to entrepreneurs and existing business owners to assist business ecosystem development and business support. In addition, OCIE SBDC will be providing a limited number of California Dream Fund Grant opportunities to participants starting a business and completing a multi-session training program. County of Riverside Office of Economic Development will provide grants of \$1,000, \$2,500, and \$5,000 for entrepreneurs to start a business in the county and business owners to expand their existing county businesses. Grant funds under the California Dream Fund will be administered by OCIE SBDC. Grant funds under the Economic Recovery Program will be administered by Office of Economic Development through a third-party vendor. OCIE SBDC will provide one on-one consulting to all participants along with the following training programs to Riverside County entrepreneurs and existing businesses:

Riverside County MADE – Participants will go through a 12-hour training program that will help them start a product-based business. Participants that graduate from the program will receive a free booth space at a local farmer’s market or swap meet. Some Participants will also be able to take advantage of the California Dream Fund grant opportunity. Total Capacity of up to 30 for one round of training:

Business Ecosystem Support -Startups		
Administrative Costs	County of Riverside to OCIE SBDC for Admin and Marketing	\$5,000
California Dream Fund	10 slots at \$5,000 (OC IE SBDC)	up to \$50,000
Grants	20 slots at \$2,500 (COR)	\$50,000
Total County of Riverside Cost		\$55,000

California Shop Small – Riverside County Edition – California Shop Small is a 6-week, 12-hour training program to prepare product-based aspiring or existing business owners to sell on the California Shop Small e-commerce platform. Riverside County start-ups and existing brick and mortar businesses owners will learn how to get their business online, reach new customers, and increase their sales at a local, regional, and national scale. After completing the program, business owners will gain access to sell on a California branded e-commerce platform. The California Shop Small platform will allow Riverside County businesses to be segmented on the site. Business owners will receive a six-month free subscription to sell online while receiving no cost one-on-one consulting to assist in furthering their online success. Some participants will also be able to take advantage of the California Dream Fund grant opportunity. Total Capacity of up to 30 per round of trainings. Participants will be broken out into two distinct groups- startups and existing businesses only for purposes of tracking and reporting:

Business Ecosystem Support -Startups		
Administrative Costs	County of Riverside to OCIE SBDC for Admin and Marketing	\$5,000
California Dream Fund	10 slots at \$5,000 (OC IE SBDC)	up to \$50,000
Grants	20 slots at \$2,500 (COR)	\$50,000

Total County of Riverside Cost		\$55,000
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Business Ecosystem Support - Existing		
California Dream Fund	60 slots at \$5,000 (OC IE SBDC)	Up to \$100,000
Grants	20 slots at \$2,500	\$50,000
Total County of Riverside Cost		\$55,000

Farm to Retail Program - The aim of this 10-session class program is to provide entrepreneurs and small or medium-sized farmers and food product owners the knowledge, skills and networking opportunities to turn their recipes into retail-ready products. 12 participants that complete the Startup training will be eligible for a \$2,500 grant from County of Riverside and 19 participants completing the Existing business training program will receive a \$2,500 grant award. The OCIE SBDC will pay to bring in the training partner for the program and provide ongoing one-on-one consulting to all participants. The capacity of the Pilot program will be 30 for the first round of training with 23 slots for grants. Participants will be broken out into two distinct groups- startups and existing businesses only for purposes of tracking and reporting:

Business Ecosystem Support - Startups		
Administrative Costs	County of Riverside to OCIE SBDC for Admin and Marketing	\$5,000
Grants	12 slots at \$5,000	\$60,000
Total County of Riverside Cost		\$65,000

Business Ecosystem Support - Existing		
Outside Training Cost	OCIE SBDC to Pay	\$45,000
Grants	12 slots at \$5,000	\$60,000
Total County of Riverside Cost		\$60,000

Starting a Home Childcare Program in Riverside County – OCIE SBDC in partnership with Riverside County Office of Economic Development will host a 15-hour home childcare business program. The program will cover all the basics of starting a legal childcare business including licensing, permitting and home inspections. Some participants will also be able to take advantage of the California Dream Fund grant opportunity. Total Capacity of up to 40.

Business Ecosystem Support -Startups		
Administrative Costs	County of Riverside to OCIE SBDC for Admin and Marketing	\$5,000
California Dream Fund	20 slots at \$10,000 (OC IE SBDC)	up to \$100,000
Grants	20 slots at \$5,000 (COR)	\$100,000
Total County of Riverside Cost		\$105,000

Level Up – OCIE SBDC in partnership with Riverside County Office of Economic Development will assist a cohort style-training program in assisting minority and underserved small business owners with growing their business. The 8-week program will cover the following four topics Cash, Strategic Planning, Customers and People. The program is geared for participants that have been in business for at least two years, have at

least two employees and are generating more than \$200,000 in sales. Total Capacity of 30. 20 participants will receive a \$2,5000 grant at the completion of the program.

Business Ecosystem Support - Existing		
Administrative Costs	County of Riverside to OCIE SBDC for Admin and Marketing	\$5,000
Grants	20 slots at \$2,500	\$50,000
Total County of Riverside Cost		\$55,000

Veterans Business Resources NOW Program is a business assistance program designed to assist veteran entrepreneurs and veteran-owned business owners. The program will provide support in the following areas: financial resources, permitting, hiring and training, site selection, starting and growing a business. Two training programs will be offered to veteran entrepreneurs and veteran-owned business owners outlined below.

Veteran Entrepreneurs Business Start Program - OCIE SBDC will assist participating Veterans to prepare to successfully launch their businesses. OCIE SBDC Start program includes topics on business planning, finance, marketing, sales, human resources, licenses and permits and more. In less than 12-weeks, participants will be taken from an idea to an actual sale at one of our proof-of-concept platforms such as OC IE SBDC’s e-commerce platform Californiashopsmall.com, selling in a local marketplace or utilizing a commercial kitchen or local maker’s space. This program is specifically focused on military veterans that are looking to start their first business. At the completion of the program, participants can apply for the California Dream Fund for up to \$10,000 or a County of Riverside grant for \$2,500

Business Ecosystem Support -Startups		
Administrative Costs	County of Riverside to OCIE SBDC for Admin and Marketing	\$5,000
California Dream Fund	10 slots at \$5,000 (OCIE SBDC)	up to \$50,000
Grants	20 slots at \$2,500 (COR)	\$50,000
Total County of Riverside Cost		\$55,000

Veteran-Owned Businesses Expansion– OCIE SBDC in partnership with Riverside County Office of Economic Development will assist a cohort style-training program in assisting minority and underserved small business owners with growing their business. The 8-week program will cover the following four topics Cash, Strategic Planning, Customers and People. The program is geared for participants that have been in business for at least two years, have at least two employees and are generating more than \$200,000 in sales. Total Capacity of up to 30 participants. 20 participants who successfully complete the training will receive a \$2,500 grant.

Business Ecosystem Support - Existing		
Grants	20 slots at \$2,500	\$50,000
Total County of Riverside Cost		\$55,000

International Trade with Coupang – OCIE SBDC will partner with Riverside County Office of Economic Development, IE USEAC, Go-Biz and CMTC to assist county manufacturers with selling their products in Korea. Additional opportunities, such as website translation, lean manufacturing and automation credits will

be highlighted as well. Total Capacity of up to 12. Each participant will receive a \$2,500 grant at the completion of the program.

Business Ecosystem Support - Existing		
Administrative Costs	County of Riverside to OCIE SBDC for Admin and Marketing	\$5,000
Grants	12 slots at \$2,500	\$30,000
Total County of Riverside Cost		\$35,000

Main Street Digital - OCIE SBDC created a new virtual training program aimed at assisting brick-and-mortar retail businesses with “Creating a Digital Presence” for their business. Each small business owner will learn how to set-up an online profile through Google, will reach out to customers for a Google review and will learn how to create and send Facebook or Instagram posts. The program will highlight how to use paid and non-paid advertising to generate leads that turn into sales. The program will culminate with business owners receiving a small grant to put towards advertising that will generate customer traffic. The program will consist of two steps: Step 1 will focus on building a digital presence over four (4) weeks; and Step 2 will uncover the unique paid /non-paid advertising channels and what is the right path for each business owner. All sessions will take place in a group format and will be coupled with individual one-on-one consulting with SBDC consultants. Each participant will receive \$1,000 to use for paid advertising.

Business Ecosystem Support - Existing		
Administrative Costs	County of Riverside to OCIE SBDC for Admin and Marketing	\$5,000
Grants	28 slots at \$1,000	\$28,000
Total County of Riverside Cost		\$33,000

SBDC Start- General Business Start Program- OCIE SBDC will assist entrepreneurs to prepare to successfully launch their businesses. The 12-hour training program will guide participants through the fundamentals of starting their own business including; business planning, finance, marketing, sales, human resources, licensing and permits. This program is open to entrepreneurs wanting to start most types of businesses. At the completion of the program, participants can apply for the California Dream Fund for up to \$10,000 or a County of Riverside grant for \$2,500.

Business Ecosystem Support -Startups		
Administrative Costs	County of Riverside to OCIE SBDC for Admin and Marketing	\$5,000
California Dream Fund	10 slots at \$5,000 (OCIE SBDC)	up to \$50,000
Grants	20 slots at \$2,500 (COR)	\$50,000
Total County of Riverside Cost		\$55,000

Exhibit B
Budget
Economic Recovery Grant Program

CSU Fullerton Auxiliary Services Corporation (ASC) will develop, oversee, and provide training and technical assistance services to county entrepreneurs and existing business owners for the County of Riverside Economic Recovery Program. ASC will provide 13 trainings in 9 business categories for a total of \$50,000. ASC will invoice County of Riverside Office of Economic Development as services are performed.

Business Ecosystems Support		
ASC Training Programs		Cost
Riverside County Made for Start Up Businesses		\$5,000
California Shop Small- Riverside County Edition- for Start Up and Existing Businesses		\$5,000
Farm to Retail Program for Start Up and Existing Businesses		\$5,000
Starting a Home Childcare Program in Riverside County		\$5,000
Level Up for Existing Businesses		\$5,000
Veteran Entrepreneurs Business Start Program		\$5,000
Veteran-Owned Businesses Expansion		\$5,000
International Trade with Coupang		\$5,000
Main Street Digital		\$5,000
SBDC Start		\$5,000
Total Cost		\$50,000

Exhibit C
Grant Framework
County of Riverside
Economic Recovery Grant Program

The Economic Recovery Grant Program (Recovery Program) is an American Rescue Plan Act (ARPA) Economic Recovery grant program providing grants of \$1,000, \$2,500 and \$5,000 to assist county entrepreneurs launch a small business and business owners expand their existing operations. The grant is available to qualifying individuals and businesses that meet all eligibility criteria and complete a small business training program have one-on-one consulting provided by the OCIE SBDC and attend Financial Literacy webinar provided by AmPac Business Capital (AmPac).

Client Eligibility:

Business must be located in the County of Riverside

Business registration must have occurred on or after July 1st, 2022, for new businesses.

Complete a County of Riverside approved OCIE SBDC training program

Must attend one-on-one consulting with an OCIE SBDC Consultant

Receive appropriate licenses and permits to start the business in the County of Riverside

Complete County of Riverside Recovery Grant Program Approved business plan

Must have a “qualifying event” that starts the business:

- Must be formally registered to do business in Riverside County
- Businesses can start the program without being registered but must be able to show proof of registration prior to being referred to AmPac for a grant.
- Business registration must have occurred on or after July 1st, 2022.
- Entities must also demonstrate they are “in business” by having completed **one of the following “Qualifying” events:**
 - Has made their first sale
 - Has hired at least one employee, or
 - Has created a business banking relationship, or
 - Has spend money on business expenses (this includes legal and accounting fees)

Must be a business with 5 FTE employees or less and \$1 million or less in annual receipts.

Must attend a “Financial Literacy” webinar through AmPac (After completing the training program and has begun one-on-one consulting)

Receive and complete Grant application (**will receive link from OCIE SBDC, when all above items completed**)

Must agree to complete required surveys

Must not be a current or former (within the last 18 months) staff or immediate family of an OCIE SBDC Network staff or consultant

Must not have received a grant from the California Dream Fund or another similar program – only one grant per entity and person is allowed.

Grant Amounts:

Eligible entities will be able to apply for grants for specific amounts in three levels. The specific grant amount is predetermined by the program and is based on business type, subject to validation, and non-negotiable.

Grants for \$1,000	Grants for \$2,500	Grants for \$5,000
Digital Presence for Existing Business	E-Commerce Business Start Up Businesses	Farm to Retail for Start Up Businesses
	E-Commerce Business for Existing Businesses	Farm to Retail for Existing Businesses
	Riv Co MADE for Start Up Businesses	Home Childcare for Start Up Businesses
	CA Shop Small for Start Up Businesses	
	Level Up for Existing Businesses	
	Veteran's Program for Start Up Businesses	
	Veteran's Program for Existing Businesses	
	International Trade for Existing Businesses	
	General Start for Start Up Businesses	

SUBRECIPIENT AGREEMENT

for

RIVCO SMALL BUSINESS THRIVE PROGRAM

between

COUNTY OF RIVERSIDE

and

AMPAC TRI-STATE CDC, INC.,

Doing Business As AmPac Business Capital



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance	3
3. Budget.....	4
4. Grant Program Requirements	5
5. Suspension or Termination	6
6. Ownership/Use of Materials	8
7. Conduct of Subrecipient	8
8. Performance Monitoring	9
9. Independent Contractor/Employment Eligibility.....	10
10. Subcontract for Work or Services.....	11
11. Disputes	11
12. Funding Requirements.....	12
13. Administrative Requirements	12
14. Use by Other Political Entities	14
15. Non-Discrimination	14
16. Confidentiality	14
17. Administration/Liaison.....	14
18. Notices.....	15
19. Force Majeure.....	15
20. EDD Reporting Requirements.....	15
21. Hold Harmless/Indemnification.....	16
22. Insurance	16
23. General	29
Exhibit A-Scope of Services.....	23
Exhibit B- Budget.....	25
Exhibit C- Grant Program Framework	26

This Subrecipient Agreement (“Sub-agreement”) is made and entered into this ____ day of _____, 2022, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, through its Office of Economic Development (herein referred to as "COUNTY" or “GRANTEE”), and AMPAC TRI-STATE CDC, INC., a California nonprofit public benefit corporation, doing business as AmPac Business Capital (herein referred to as "SUBRECIPIENT"), to assist COUNTY businesses to rebound from the pandemic and accelerate the recovery from the economic impacts of the COVID-19 pandemic through the COUNTY’s RivCo Small Business Thrive Program (Thrive Program). COUNTY and SUBRECIPIENT are collectively referred to herein as the “Parties” and individually as a “Party.” The Parties agree as follows:

1. Description of Services

1.1 SUBRECIPIENT shall provide all services for the grant component of the Thrive Program as outlined and specified in Exhibit A: Scope of Services, at the fees stated in Exhibit B: Budget, and as specified in Exhibit C: Framework, all three attached hereto and incorporated herein.

1.2 SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Sub-agreement and the COUNTY relies upon this representation. SUBRECIPIENT 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 SUBRECIPIENT affirms this it is fully apprised of all of the work to be performed under this Sub-agreement; and the SUBRECIPIENT agrees it can properly perform this work at the fees stated in Exhibit B. SUBRECIPIENT is not to perform services or provide products outside of the Sub-agreement.

1.4 Acceptance by the COUNTY of the SUBRECIPIENT’s performance under this Sub-agreement does not operate as a release of SUBRECIPIENT’s responsibility for full compliance with the terms of this Sub-agreement.

1.5 The description of services hereunder may be amended as needed pursuant to Section 23.14 of this Sub-agreement.

2. Period of Performance

2.1 This Sub-agreement shall be effective upon signature by both Parties and continues in effect through June 30, 2025, unless terminated earlier or otherwise modified. SUBRECIPIENT shall commence performance upon signature of this Sub-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.

2.2 Time shall be of the essence as to all aspects of the SUBRECIPIENT's performance under this Sub-agreement.

3. **Budget**

3.1 The total estimated capital budget for full performance under this Sub-agreement is **One Million, Two Hundred Five Thousand dollars (\$1,205,000.00)** from the American Rescue Plan Act (ARPA) Coronavirus Relief fund for the Economic Recovery resulting from COVID-19 allocation for services provided and eligible grants to businesses in Riverside County. The capital budget may be amended as needed pursuant to Section 23.14 of this Sub-agreement. Disbursement of the ARPA funds shall be in accordance with the disbursement milestones set forth in Exhibit B as well as the below allocated amounts:

- (a) Subrecipient Fees. SUBRECIPIENT compensation shall be for an amount not to exceed Sixty-Seven Thousand dollars (\$67,000.00). SUBRECIPIENT shall submit invoices for payment of fees after services are performed.
- (b) Business Grants. SUBRECIPIENT will be disbursed funds up to an amount not to exceed One Million, One Hundred Thirteen Thousand dollars (\$1,113,000.00) to be used solely for grants to eligible Riverside County businesses in accordance with the RivCo Small Business Thrive Program per the Thrive Program Framework, attached hereto as Exhibit C. The COUNTY will disburse thirty-three percent (33%) of business grant funds in the amount of Three Hundred Sixteen Thousand dollars (\$371,000.00) upon execution of Sub-agreement by both Parties. The remaining 67 percent (67%) balance of business grant funds, in the amount of Seven Hundred Forty-Two Thousand dollars (\$742,000.00), will be disbursed in thirty-three percent (33%) increments based on reaching the milestones of expending seventy-five percent (75%) of the previous disbursement, until all small business grant funds have been completely disbursed.
- (c) Financial Literacy Training. SUBRECIPIENT compensation for providing all grantees, prior to disbursement of grant funds, Financial Literacy training shall be for an amount not to exceed Twenty-Five Thousand dollars (\$25,000.00). SUBRECIPIENT shall submit invoices for payment for training services after services have been performed.

3.2 SUBRECIPIENT shall hold all grant funds disbursed under this Agreement in a segregated account, and any interest, dividends, income, capital gains, and other amounts earned or derived therefrom, shall be used solely for small business grants under this Agreement. These funds are to be held by

SUBRECIPIENT on behalf of COUNTY and all funds shall be expended by June 30, 2025. Any unused funds not expended as small business grants shall be returned to COUNTY as soon as administratively practicable.

3.3 SUBRECIPIENT shall provide COUNTY an operating budget with fee schedule, grant volume, milestones, recurring expenses, and one-time costs, which shall be attached hereto and incorporated herein as Exhibit B.

3.4 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. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Sub-agreement.

3.5 COUNTY obligation under this Sub-agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30th of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing; and this Sub-agreement shall be deemed terminated and shall have no further force or effect.

4. Grant Program Requirements

4.1 SUBRECIPIENT acknowledges that the source of funding for the Thrive Program is the COVID-19 Stimulus Package or the American Rescue Plan Act (ARPA), and that payments from the ARPA funds are to respond to the public health emergency or its negative economic impacts, including assistance to small businesses.

4.2 SUBRECIPIENT acknowledges that ARPA funds provisions allow the use of funds for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency such as expenditures related to the provision of grants to businesses from local government with the intent to accelerate the United States recovery from the economic and health impacts of the COVID-19 pandemic and will not use these funds for any other uses.

4.3 SUBRECIPIENT shall follow the COUNTY's Thrive Program Framework, as set forth in Exhibit C, for process and determination of eligibility for small businesses for grants in the stated amounts not to exceed \$1,500.00, \$2,500.00 and \$5,000.00.

4.4 American Rescue Plan Act (ARPA) funds authorized by COUNTY to SUBRECIPIENT will be deposited, in a lump sum, into a segregated account established by the SUBRECIPIENT, as set forth in Section 3 above.

4.5 The Project Director for SUBRECIPIENT shall be Hilda Kennedy, Founder/President, AmPac Tri-State CDC, Inc. doing business as AmPac Business Capital (Authorized Organizational Representative or "AOR") and is considered essential to the work performance under this Sub-agreement. SUBRECIPIENT shall notify COUNTY within fifteen (15) calendar days if the AOR has left or will leave their employment with SUBRECIPIENT or has otherwise become incapable of performing under this Sub-agreement. With notice of a change of AOR, the Parties may exercise the option to continue this Sub-agreement unchanged, with SUBRECIPIENT providing COUNTY with an acceptable operational plan including a new AOR. Alternatively, the Parties may agree to terminate this Sub-agreement subject to the terms outlined under Section 5 of this Sub-agreement.

5. Suspension or Termination

5.1 COUNTY may terminate this Sub-agreement without cause upon thirty (30) days written notice served upon the SUBRECIPIENT stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, suspend or terminate this Sub-agreement for cause for SUBRECIPIENT's default, if SUBRECIPIENT refuses or fails to comply with the terms of this Sub-agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time, and which are made known to SUBRECIPIENT; and
- (b) Failure, without correction, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Sub-agreement, including its reporting requirements to the COUNTY; and
- (c) Ineffective or improper use of funds provided under this Sub-agreement; or
- (d) Failure to make progress that may endanger performance and SUBRECIPIENT does not immediately cure such failure.

5.3 If the Sub-agreement is terminated because of a non-performance under Section 5.2 by the SUBRECIPIENT, the COUNTY shall be responsible for expenses incurred by the SUBRECIPIENT in relation to the award, but only up to the date that the SUBRECIPIENT receives the notice of the breach. In

the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.4 COUNTY may terminate this Sub-agreement in the event COUNTY receives a notice of termination from the State of California. Upon such notification, SUBRECIPIENT shall proceed in an orderly fashion to limit or terminate any outstanding commitments. The SUBRECIPIENT will provide the COUNTY with a closeout proposal for any reasonable and reimbursable termination costs, a final financial report and/or progress report within sixty (60) days of the notice of termination.

5.5 After receipt of the notice of termination, SUBRECIPIENT shall:

- (a) Stop all work under this Sub-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 Sub-agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.6 After termination, SUBRECIPIENT shall:

- (a) Provide COUNTY with a repayment schedule for all uncommitted cash, outstanding grants net of the SUBRECIPIENT's fees. SUBRECIPIENT may, at its own discretion, refinance these outstanding grant commitments with other available funds at its disposal as a means to accelerate payment to COUNTY.
- (b) Submit a final Report no later than forty-five (45) days after closeout of this Sub-agreement.
- (c) Receive payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Sub-agreement, unless otherwise provided for herein.

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

5.8 Closeout expenses upon termination may include accounting, legal, clerical, and similar costs reasonably necessary to terminate SUBRECIPIENT activities under this Sub-agreement, the termination and settlement of any subcontracts, reasonable costs for storage, transportation, protection of any property or

records related to this Sub-agreement, and any management costs such as salaries and wages and any normal indirect costs limited to payroll taxes, fringe benefits, occupancy costs, and other reasonable overhead costs.

5.9 This Sub-agreement is federally, or State funded, and as such, SUBRECIPIENT cannot be debarred from the System for Award Management (SAM). SUBRECIPIENT must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central SUBRECIPIENT 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.

5.10 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 Sub-agreement.

6. Ownership/Use of Materials

The SUBRECIPIENT agrees that all materials, reports or products in any form, including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated pursuant to this Sub-agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. SUBRECIPIENT agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Subrecipient

7.1 The SUBRECIPIENT 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 SUBRECIPIENT's performance under this Sub-agreement. The SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Sub-agreement. The SUBRECIPIENT agrees to inform the COUNTY of all the SUBRECIPIENT's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The SUBRECIPIENT 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 SUBRECIPIENT is doing business or proposing to do business, in accomplishing the work under this Sub-agreement.

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

8. Performance Monitoring

8.1 SUBRECIPIENT shall submit program performance monthly reports and a final report to COUNTY, with the information and in the format acceptable to COUNTY. The final report is due no later than June 30, 2025

8.2 COUNTY will evaluate SUBRECIPIENT's management and operation of the Grant Program on factors, including but not limited to grant volume, expended funds, management, reporting, and strategic results.

8.3 SUBRECIPIENT will generally be allowed thirty (30) days to submit Deliverables, or to increase its performance. However, persistent noncompliance will result in COUNTY seeking appropriate remedies for noncompliance.

8.4 COUNTY will review the audit of the SUBRECIPIENT to ensure that grant funds are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements under this Agreement, including Section 12.1 below.

8.5 If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period after being notified by COUNTY, suspension or termination procedures may be initiated by COUNTY according to Section 5 of this Sub-agreement.

8.6 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Sub-agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The SUBRECIPIENT shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the SUBRECIPIENT's conformity with the terms of this Sub-agreement. If any services performed by SUBRECIPIENT are not in conformance with the terms of this Sub-agreement, the COUNTY shall have the right to require the SUBRECIPIENT to perform the services in conformance with the terms of the Sub-agreement at no additional cost. The COUNTY may also terminate this Sub-agreement for default and charge to SUBRECIPIENT any costs incurred by the COUNTY because of the SUBRECIPIENT's failure to perform.

8.7 SUBRECIPIENT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Sub-agreement; and shall permit a COUNTY

representative or other regulatory official to monitor, assess, or evaluate SUBRECIPIENT's performance under this Sub-agreement at any time, upon reasonable notice to the SUBRECIPIENT.

9. Independent Contractor/Employment Eligibility

9.1 The SUBRECIPIENT is, for purposes relating to this Sub-agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and SUBRECIPIENT 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 Sub-agreement. Nothing in the Sub-agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the Parties. It is further understood and agreed by the Parties that SUBRECIPIENT in the performance of this Sub-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.

9.2 SUBRECIPIENT warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of noncitizens and others and to ensure that employees performing work under this Sub-agreement ("Covered Individuals") meet the citizenship or other immigration status requirement set forth in federal statutes and regulations. SUBRECIPIENT shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status lawfully 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. SUBRECIPIENT shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 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.

9.4 SUBRECIPIENT shall screen prospective Covered Individuals prior to hire or engagement. SUBRECIPIENT shall not hire or engage any Ineligible Person to provide services directly relative to this Sub-agreement. SUBRECIPIENT shall screen all current Covered Individuals within thirty (30) days of

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

9.5 SUBRECIPIENT 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 SUBRECIPIENT becomes aware that a Covered Individual has become an Ineligible Person, SUBRECIPIENT shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Sub-agreement.

9.6 SUBRECIPIENT 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 Sub-agreement.

10. Subcontract for Work or Services

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

11. Disputes

11.1 The Parties shall attempt to resolve any disputes amicably at the working level through informal means. If that is not successful, the dispute shall be referred to the senior management of the Parties. Any dispute relating to this Sub-agreement, which is not resolved by the Parties, shall be decided by the COUNTY's Director of Office of Economic Development who shall furnish the decision in writing. The decision of the COUNTY's Director of Office of Economic Development 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 SUBRECIPIENT shall proceed diligently with the performance of this Sub-agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Sub-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.

12. Funding Requirements

12.1 General Compliance. SUBRECIPIENT agrees to comply with:

- (a) Thrive Program Framework (Exhibit C);
- (b) Budget (Exhibit B);
- (c) Registration with SAM; and
- (d) All other applicable Federal, State, and local laws, regulations, and policies, governing the funds provided under this Sub-agreement.

12.2 Insurance and Bonding. Evidence of Fidelity bond coverage for persons authorized to handle funds under the Sub-agreement in an amount sufficient to protect the interests of the COUNTY's Grant Program shall be provided to the COUNTY on an annual basis. At a minimum, the amount of coverage shall be the greater of the maximum grant amount allowed by the Sub-agreement or 25% of the SUBRECIPIENT portfolio grant base. Such insurance coverage must exist always during the duration of the Sub-agreement.

13. Administrative Requirements

13.1 Accounting Standards. SUBRECIPIENT agrees to comply with and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

13.2 Cost Principles. SUBRECIPIENT will administer its program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or 2 CFR part 200, as applicable.

13.3 Access to Records and Retention. SUBRECIPIENT shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Sub-agreement and such books, documents and records as are necessary to certify the nature and extent of the SUBRECIPIENT's costs related to this Sub-agreement. All such books, documents, and records pertinent to work undertaken under this Sub-agreement shall be retained by the SUBRECIPIENT for at least six (6) years following termination of this Sub-agreement and or after final audit of the COUNTY's Grant Program, whichever is later, unless a longer period is required to resolve audit findings or litigation. In such cases, the COUNTY will request a longer

period of record retention. SUBRECIPIENT shall provide to the COUNTY reports and information related to this Sub-agreement as requested by COUNTY.

13.4 Audits and Inspections. All SUBRECIPIENT records with respect to any matters covered by this Sub-agreement will be made available to the COUNTY and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. SUBRECIPIENT hereby agrees:

- (a) Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Sub-agreement and may result in suspension or termination; and
- (b) To have an annual audit conducted in accordance with current COUNTY's policy concerning SUBRECIPIENT audits and OMB Circular A-133 or 2 CFR part 200, as applicable.

13.5 Use and Reversion of Assets. SUBRECIPIENT will transfer to the COUNTY any Thrive Program funds, net of the SUBRECIPIENT fees, on hand and any accounts receivable attributable to the use of funds under this Sub-agreement at the time of cancellation, or termination.

13.6 Conduct. No Party has the authority to bind any other Party in contract or to incur any debts or obligations on behalf of any other Party, and no Party (including any employee or other representative of a Party with responsibility for program matters) shall take any action that attempts or purports to bind any other Party in contract or to incur any debts or obligations on behalf of any other Party, without the affected Party's prior written approval.

13.7 Conflict of Interest. SUBRECIPIENT hereby agrees:

- (a) That no member of the SUBRECIPIENT's governing body who exercises any functions or responsibilities in connection with the planning or carrying out of the COUNTY's Grant Program, will have any personal financial interest, direct or indirect, in this agreement; and the SUBRECIPIENT will take appropriate steps to assure compliance; and
- (b) To maintain a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the activities funded by this award.

14. Use By Other Political Entities

The SUBRECIPIENT agrees to extend the same pricing, terms, and conditions as stated in this Sub-

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 SUBRECIPIENT; and COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.

15. Non-Discrimination

SUBRECIPIENT 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 Sub-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. S1210 et seq.) and all other applicable laws or regulations.

16. Confidentiality

16.1 The SUBRECIPIENT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Sub-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 subrecipients, subcontractors or suppliers in advance of official announcement.

16.2 The SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Sub-agreement, except for general statistical information not identifying any person. The SUBRECIPIENT shall not use such information for any purpose other than carrying out the SUBRECIPIENT's obligations under this Sub-agreement. The SUBRECIPIENT shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The SUBRECIPIENT shall not disclose, except as otherwise specifically permitted by this Sub-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.

17. Administration/Liaison

17.1 The Board of Supervisors or the Director of Office of Economic Development, or their designee(s), are the only authorized COUNTY representatives who may at any time, by written order, alter this Sub-agreement. The Director of Office of Economic Development, or designee, shall administer this Sub-agreement on behalf of the COUNTY.

17.2 Both Parties shall identify an individual to serve as the liaison with the other Party in connection with this Sub-agreement.

18. Notices

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

COUNTY OF RIVERSIDE

OFFICE OF ECONOMIC DEVELOPMENT
3403 10th Street, 4th floor
Riverside, CA 92501
Attn: Robert Moran, Deputy Director

SUBRECIPIENT

AMPAC TRI-STATE CDC, INC.
3110-B Inland Empire Blvd.
Ontario, CA 91764
Attn: Hilda Kennedy, Founder/President

19. Force Majeure

If either Party is unable to comply with any provision of this Sub-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.

20. EDD Reporting Requirements

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 SUBRECIPIENT(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Sub-agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to timely submit the data and/or certificates required may result in the contract being awarded to another SUBRECIPIENT. In the event a contract has been issued, failure of the SUBRECIPIENT 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 Sub-agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529.

SUBRECIPIENT 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.

21. Hold Harmless/Indemnification

21.1 SUBRECIPIENT 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 SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Sub-agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT 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.

21.2 With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT 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 SUBRECIPIENT indemnification to Indemnitees as set forth herein.

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

21.4 The specified insurance limits required in this Sub-agreement shall in no way limit or circumscribe SUBRECIPIENT’S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the SUBRECIPIENT'S obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage’s during the term of this Sub-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.

22.2 Workers' Compensation:

If the SUBRECIPIENT has employees as defined by the State of California, the SUBRECIPIENT 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 \$1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

22.3 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 SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Sub-agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Sub-agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Sub-agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 Professional Liability:

SUBRECIPIENT shall maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's performance of work included within this Sub-agreement, with a limit of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. If SUBRECIPIENT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Sub-agreement and SUBRECIPIENT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Sub-agreement; or 3) demonstrate through Certificates of Insurance that SUBRECIPIENT has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

22.6 General Insurance Provisions - All lines:

a) 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.

b) The SUBRECIPIENT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000.00 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Sub-agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, SUBRECIPIENT's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Sub-agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) SUBRECIPIENT shall cause SUBRECIPIENT'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. SUBRECIPIENT shall give thirty (30) days written notice 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 Sub-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. SUBRECIPIENT 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.

d) It is understood and agreed to by the parties hereto that the SUBRECIPIENT'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.

e) If, during the term of this Sub-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 Sub-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 Sub-agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

f) SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Sub-agreement.

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

h) SUBRECIPIENT 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 Sub-agreement.

23. General

23.1 SUBRECIPIENT shall not delegate or assign any interest in this Sub-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 have no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Sub-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 Sub-agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Sub-agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Sub-agreement.

23.3 In the event the SUBRECIPIENT receives payment under this Sub-agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Sub-agreement, the SUBRECIPIENT 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 SUBRECIPIENT.

23.4 SUBRECIPIENT shall not provide partial delivery of services unless specifically stated in the Sub-agreement.

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

23.6 Nothing in this Sub-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 Sub-agreement.

23.7 The COUNTY agrees to cooperate with the SUBRECIPIENT in the SUBRECIPIENT's performance under this Sub-agreement, including, if stated in the Sub-agreement, providing the SUBRECIPIENT with reasonable facilities and timely access to COUNTY data, information, and personnel.

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

23.9 SUBRECIPIENT 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. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Sub-agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Sub-agreement.

23.10 SUBRECIPIENT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Sub-agreement.

23.11 SUBRECIPIENT 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).

23.12 This Sub-agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Sub-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 Sub-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.

23.13 The parties acknowledge and agree that SUBRECIPIENT is a private business providing services at the request of the COUNTY under the economic stimulus bill also known as the COVID-19

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Sub-agreement as of the date and year last written below.

COUNTY

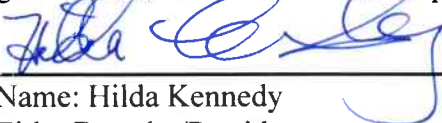
COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Jeff Hewitt, Chairman
Board of Supervisors

Dated: SEP 13 2022

SUBRECIPIENT

AMPAC TRI-STATE CDC, INC., a California nonprofit public benefit corporation doing business as AmPac Business Capital


By: 
Name: Hilda Kennedy
Title: Founder/President

Dated: June 23, 2022

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
County Counsel

By: 
Stephanie K. Nelson
Deputy County Counsel

Stimulus Package or the American Rescue Plan Act (ARPA). The intent of the bill is to accelerate the United States recovery from the economic and health impacts of the COVID-19 pandemic.

23.14 This Sub-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 Sub-agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

23.15 SUBRECIPIENT hereby represents that the person executing this Sub-agreement on behalf of SUBRECIPIENT has full authority to do so and to bind SUBRECIPIENT to perform pursuant to the terms and conditions of this Sub-agreement.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

EXHIBIT A
SCOPE OF SERVICES
COUNTY OF RIVERSIDE
THRIVE PROGRAM

Background

The County of Riverside (COUNTY) seeks to be a resource to its local business community by addressing the adverse impacts on business caused by the COVID-19 pandemic. The Thrive Program is structured to promote business sustainability, job retention, and the overall economic expansion of businesses throughout the County. The intent of the funding is to provide relief to the impacted small businesses with grants to mitigate financial hardship and provide for business ecosystem development. The County of Riverside's Office of Economic Development will enlist partners to develop and implement an outreach and marketing plan to identify and engage eligible businesses. AmPac Tristate CDC, Inc. doing business as AmPac Business Capital (AmPac), a nonprofit that is experienced working with cities and counties on delivering financial products to businesses in the community will provide grant administrative services and Financial Literacy training to all grant applicants prior to issuance of grants in amounts of \$1,500.00, \$2,500.00 and \$5,000.00. AmPac will ensure W-9 is on file and will issue a 1099 to each grant awardee.

AmPac will perform the following Scope of Services for the County of Riverside to implement a rapid deployment of business grants to address the challenges faced by these enterprises located in the County:

1. AmPac will open a dedicated bank account with a commercial bank for the benefit of the County of Riverside, which will hold grant funds for deployment and from which grants to approved applicants will be disbursed.
2. AmPac will work with COUNTY, Office of Economic Development and Thrive Program training partner to establish procedure for referral of businesses that have completed required training and have received one-on-one consulting.
3. AmPac will provide Financial Literacy training to referred business applicants as part of requirements for grant program eligibility.
4. AmPac will notify ineligible business grant applicants of ineligible status.
5. Both declined and approved applicants with completed applications will be notified within ten (10) business days of the funding decision. ✓
6. Approved applications will be remotely closed using AmPac's automated grant disbursement system. AmPac will ensure that acceptance of grant terms, signed W9 and ACH Bank Routing information is obtained from each grantee.
7. Grants will be disbursed electronically through AmPac's commercial bank account directly into the business bank account of approved applicants.
8. AmPac will provide the services of dedicated staff members to assist applicants with inquires, help trouble shoot technical issues and provide support in English and Spanish.
9. AmPac will provide all necessary reports and documentation on monthly basis, including a wrap up report at the end of the performance period.

**EXHIBIT B
BUDGET
COUNTY OF RIVERSIDE
THRIVE PROGRAM**

Total amount of ARPA funds capital to be provided to AmPac for grants and fees is **\$1,205,000.00**. ARPA funds allocated for grants will solely be used for grants made under the RivCo Small Business Thrive Program and not for any other uses.

FUNDS	
Grant Amounts	\$1,500.00, \$2,500.00 and \$5,000.00
Number of Grants to be Disbursed	344
Total Dollar Amount of Grants to be Disbursed	\$1,113,000.00
Administrative Fee	\$67,000.00
Financial Literacy Training Fee	\$25,000.00
Total Grant Program Funds	\$1,205,000.00
EXPENDITURES	
Grant Funds Disbursed to 344 Awardees	\$1,113,000.00
Administrative Fee	\$67,000.00
Financial Literacy Training Fee	\$25,000.00
Total Grant Program Fund Expenditures	\$1,205,000.00
FUNDS DISBURSEMENT MILESTONES & AMOUNTS	
Administrative Fee as service is Performed in correlation with expenditures of grants	\$67,000.00
Financial Literacy Training Fee as service is performed	\$25,000.00
1/3 of Allocation upon Execution of Sub-Agreement	\$371,000.00
1/3 When 75% of Initial Allocation is Exhausted	\$371,000.00
1/3 when 75% of Second Allocation is Exhausted	\$371,000.00
Total of Funds to be Disbursed	\$1,205,000.00

Office of Economic Development will process requests for the disbursement of the ARPA funds obligated to grants and fees upon the receipt of a written invoice from AmPac along with the any required backup documents. Office of Economic Development will review all documentation received from AmPac in support of the request of ARPA Funds loan proceeds per disbursement amounts and milestones.

**EXHIBIT C
FRAMEWORK
RIVERSIDE COUNTY
THRIVE PROGRAM**

Background

The RivCo Small Business Thrive Program (Thrive Program) is an American Rescue Plan Act (ARPA) Economic Recovery program providing technical and financial assistance via grants of \$1,500.00, \$2,500.00 and \$5,000.00 to assist county entrepreneurs launch a small business and business owners expand their existing operations. The grant is available to qualifying individuals and businesses that meet all eligibility criteria and complete a small business training program have one-on-one consulting provided by the ASC and attend Financial Literacy webinar provided by AmPac Business Capital (AmPac). Entrepreneurs and small business owners will only be eligible to receive one grant. The Thrive Program processes and components are as follows:

Administration

1. Centralized Application Process – a weblink on the Office of Economic Development’s webpage at <https://rivcoed.org/> will lead potential grantees to the online application on third party training vendor portal.
2. The third-party portal will be the centralized repository for all applications, grant agreements, uploaded documents and the tracking database for reporting required under the Thrive Program.
3. The third-party portal landing page will describe Thrive Program and provide online preliminary eligibility review.
4. Thrive Program applicants will be required to upload supporting documentation onto online portal and once all requirements have been completed, third party vendor will provide applicants with access information to AmPac for final requirements.
5. AmPac will provide Financial Literacy Training and send out grants via ACH to bank accounts of grantees.
6. As part of reporting and tracking requirements, AmPac will submit monthly reports detailing the number of grants provided along with the corresponding funding amount. A Final Report shall be provided no later than June 30, 2025.

Funding Allocation

The economic stimulus bill also known as the COVID-19 Stimulus Package or the American Rescue Plan Act (ARPA) was enacted in March of 2021 (Public Law 117-2) and provides state, local, and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery. The County of Riverside has allocated \$1,205,000 of its ARPA allocation to fund grants to eligible county entrepreneurs and current business owners to start and grow businesses in the county.

The Grant Program will award grants to eligible entrepreneurs and existing business owners in the amounts of \$1,500.00, \$2,500.00 and \$5,000.00 to assist county to build business startup ecosystem and support businesses that have been impacted by COVID-19 and the associated economic and health impacts.

The intent of the funding is to provide relief to county businesses and entrepreneurs. The County of Riverside's Office of Economic Development will develop and implement an outreach and marketing plan to identify and engage eligible businesses that continue to face challenges due to the pandemic with decreased revenues, increased cost of goods and services, and diminishing capacity to withstand financial hardships. The Grant Program provides \$1,113,000.00 for 344 grants County-wide and \$92,000.00 for administrative costs associated with implementation and operations for AmPac to administer the grant funds and provide Financial Literacy training. The breakdown of grants will be: 42 grants of \$1,500.00, 184 grants of \$2,500.00 and 118 grants of \$5,000.00.

Grant Program Implementation

To implement the Thrive Program, Office of Economic Development will:

1. Work with AmPac, the OC IE Small Business Development Center, area Chambers of Commerce, and other small business support organizations in County to promote and market the Thrive Program so that as many entrepreneurs' and business owners as possible throughout the County know about the program and are able to apply, regardless of location.
2. Work with third-party vendor to launch a rapid deployment application process for the Thrive Program and a public link which will direct to an online application on third party vendor's website. The landing page for the application will describe the program and invite eligible applicants to apply. It will also include a Frequently Asked Questions section and provide email for customer service to address any issues. All application responses will be securely stored by third party vendor in an electronic repository for all program documents, and available for Office of Economic Development staff to view at any time.
3. Require third-party vendor to provide applications made available in both English and Spanish for the Thrive Program and use translation services to provide customer service support in other languages as required.
4. Require AmPac to hold funds in a separate bank account with a commercial bank for the benefit of the County of Riverside, where all grant funds will be held for deployment and from which grants to approved applicants will be disbursed.
5. Have a process that once grant applications are received, third-party vendor will determine the initial eligibility status of the business based on eligibility criteria set for Thrive Program and County of Riverside Office of Economic Development staff.
6. Ensure all ineligible grant applicants will be notified by third-party vendor of ineligible status by email.
7. Ensure that businesses eligible from the initial screening will be sent a full application requirement by third-party vendor, which will require uploading documentation sufficient to determine that all criteria are met by the entrepreneur or existing business owner.
8. Ensure third-party vendor will evaluate the documentation provided by grant applicants and approve or decline the application based on information provided by the applicant and the criteria established

for the Thrive Program by Office of Economic Development staff. Documentation is intended to meet Thrive Program requirements and validate applicant's responses to mitigate risk and fraud, and verify adverse impacts caused directly by the pandemic. The third-party vendor will also verify County business location and supervisorial district via Esri Web Map produced by County Office of Economic Development's Center for Demographics.

9. Require that both declined and approved applicants with completed applications will be notified within ten business days of the funding decision.
10. Ensure approved applications are remotely closed using AmPac's automated grant disbursement system. Verify that file contains all needed documentation which includes signed copies of the Business Grant Agreement, a W9, ACH electronic funds transfer information, government issued photo identification (state, domestic, or foreign), and documentation that includes business owner's name that matches business.
11. Require that Ampac disburse grants electronically via ACH through a dedicated commercial bank account directly into the business bank account of approved applicants.
12. Require Ampac provide a staff member to advise and support applicants who have questions or issues with the application process.
13. Require Ampac to provide all necessary reports and documentation, including monthly progress reports and a Final Report at the end of the grant period. All grant documentation and tracking will be available in real time at all times to Office of Economic Development staff through the AmPac application and data system.

23-010 EDARC



RIVERSIDE COUNTY
OFFICE OF ECONOMIC DEVELOPMENT

Date: June 8, 2022
From: Suzanne Holland, Director
To: Purchasing Agent
Via: Joaquin Tijerina, 760-863-2529 (o) 760-408-8953 (c)
Subject: **Single Source Procurement; Request for Fiscal Agent for Grant Management Services for the Thrive Program.**

The below information is provided in support of my Department requesting approval for a sole or single source. (Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)

1. **Supplier being requested:** AMPAC Tri-State CDC, Inc., doing business as AmPac Business Capital (AmPac)

2. **Vendor ID:** 92492

3. **Single Source** **Sole Source**

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (If yes, please provide the approved sole or single source number).

Yes **No**
SSJ# _____

4a. **Was the request approved for a different project?**

Yes **No**

5. **Supply/Service being requested:** Grant Management and Financial Literacy training- AmPac will act as Fiscal Agent for the County of Riverside's Thrive Program (Thrive Program). AmPac will gather documents and provide a financial literacy training, issue grants and send out 1099's to all awardees for grant amounts ranging from \$1,500 to \$5,000. AmPac send out grants via ACH to awarded applicants and will electronically store all information related to applicants funded, track and report to the County as required on monthly basis.

6. **Unique features of the supply/service being requested from this supplier.** AmPac is uniquely situated to perform the requested services as they have experience in managing relief grant programs for cities, counties and private entities. AmPac is currently administering the County of San Bernardino's COVID-19 Relief Microbusiness Grant Program.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** The Office of Economic Development needs a firm who can deploy \$1,113,000 of funding and issue 1099's and provide financial literacy training to grant awardees of the Thrive Program using American Rescue Plan Act (ARPA) funds.

In addition, the vendor would need to be capable of providing the services required within a short start window. The online portal to receive documents must be developed and allow for quick deployment of funds and provide each awardee financial literacy training for the program. AmPac has existing system already in place and possess the experience, capacity and technical skills along with financial expertise to successfully launch and manage Thrive Program for the County.

8. Period of Performance: From: July 1, 2022 to June 30, 2025 (3 fiscal years)

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts.

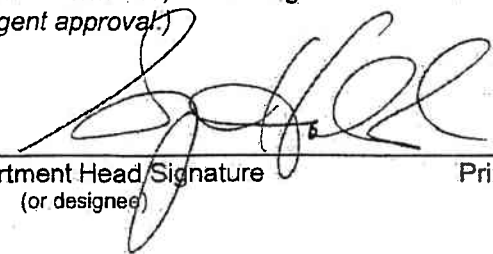
Description:	FY22/23	FY23/24	FY24/25	FY	FY	Total
One-time Costs:						
Administrative Fee	\$30,000	\$26,000	\$11,000			\$67,000
Grants to be disbursed	\$500,000	\$450,000	\$163,000			1,113,000
Financial Literacy	\$10,000	\$10,000	\$5,000			\$25,000
Ongoing Costs:	N/A	N/A	N/A			
Previous SSJ Approved Amounts:	N/A	N/A	N/A			
Total Costs	\$540,000	\$486,000	\$179,000			\$1,205,000

10. Price Reasonableness: The fees associated with the services to be provided by AmPac will be a total of \$92,000.00; \$67,000 will be for fees to distribute \$1,113,000 of grant funds and \$25,000 for providing financial literacy training to all awardees. The County will provide AmPac with grant funds of \$1,113,000.00 in three installments with milestones required of Ampac to issue grants to qualified businesses. The customary charge for this work is 11% of grant funds to be distributed, but AmPac will charge \$67,000.00 which represents a little over 6% of total grant funds. Given the complexity of the technical aspects and hands on work to review and issue grants and send out 1099's to all awardees for the approximately 344 grants that will be funded, the fees for the services are reasonable.

AmPac has been assisting Office of Economic Development with two existing revolving loan funds since 2020; Revolving Loan Fund and CARES Act Revolving Loan Fund. To date they have deployed \$2,380,000 in these two USED A funded programs. AmPac's past and current experience along with their technical infrastructure and capacity to work on the Thrive Program will allow the County to expeditiously launch a very successful program and assist the county businesses community. Therefore, AmPac was chosen to be the Fiscal Agent for the County's grant program.

11. Projected Board of Supervisor Date (if applicable): July 12, 2022

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)


Department Head Signature
(or designee)

Print Name

Date

6/20/22

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through _____ (date) (If Annual)

Amount Varies each FY

FY 2223 \$ 540,000

FY 2324 \$ 486,000

FY 2425 \$ 179,000

FY _____: \$ _____

FY _____: \$ _____



Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)

Suzanna Mackey 7/7/22

23-010

SCHEDULE A
Office of Economic Development
Budget Adjustment
Fiscal Year 2022/2023

Increase Estimated Revenue:

21735-1901000000-763520	Fed-American Rescue Plan Act	\$1,380,500
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Increase in Appropriations:

21735-1901000000-528500	Project Cost Expense	\$1,380,500
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RIVERSIDE COUNTY
OFFICE OF ECONOMIC DEVELOPMENT

Date: June 8, 2022
From: Suzanne Holland, Director
To: Purchasing Agent
Via: Joaquin Tijerina, 760-863-2529 (o) 760-408-8953 (c)
Subject: **Single Source Procurement; Request for Training and Technical Assistance for the Thrive Program.**

The below information is provided in support of my Department requesting approval for a sole or single source. *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)*

1. **Supplier being requested:** CSU Fullerton Auxiliary Services Corporation (ASC)
2. **Vendor ID:** _____
3. **Single Source** **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*
 Yes **No**
SSJ# _____
- 4a. **Was the request approved for a different project?**
 Yes **No**
5. **Supply/Service being requested:** Administrative, training, technical assistance and grant application portal services for the County of Riverside's Thrive Program (Thrive Program). The Office of Economic Development needs an experienced training and technical assistance provider to develop, coordinate, and present trainings and one-on-one business consulting for all businesses for the Thrive Program, and to track and report outcomes to County. In addition, County will need a firm to build out application portal to accept online applications from county small businesses for grant amounts ranging from \$1,500 to \$5,000 that will allow applicants to upload requested documentation. Firm will review applicant's eligibility for Thrive Program (Thrive), review and validate business location, fulfillment of training and technical assistance completion and other criteria and send confirming information to County's Fiscal Agent. Firm will also need to electronically store all information related to applicants funded, track and report to the County as required on a monthly basis.
6. **Unique features of the supply/service being requested from this supplier.** ASC through its Orange County Inland Empire Small Business Development Center Network (OCIE SBDC) offers business consulting, training, and online courses to entrepreneurs and business owners throughout the Orange, Riverside, and San Bernardino

counties. ASC also has capacity in their current online portal to accept applications and documents that awardees will upload. This makes ASC uniquely situated to perform the requested services as they already have experience in training, business consulting and tracking as well as reporting outcomes on a scale that is more than sufficient to accomplish County's goal for the Thrive Program. ASC has expertise, capacity and infrastructure to successfully execute the County's Thrive Program.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county: The Office of Economic Development needs an organization that has extensive experience in providing training and technical assistance to businesses and is able to track and report as required for the Economic Recovery Program using American Rescue Plan Act (ARPA) funds. The required organization must also possess the experience, knowledge and track record of outreaching and providing these services to small businesses in the County of Riverside. ASC has been successfully assisting the Riverside County business community with training programs and technical assistance services since 2003. OCIE SBDC will provide nine programs with 13 specialized trainings and one-on-one consulting to entrepreneurs and existing business owners to assist business ecosystem development and business support per ARPA requirements. ASC will be able to develop and deploy the trainings and technical assistance required for the Thrive Program very quickly, making them uniquely qualified to manage the County's Thrive Program trainings and technical assistance. ASC can deploy a web portal which is able to accept grant applications and associated documentation required for the Thrive Program. ASC has an existing system already in place and possess the experience, capacity and technical skills along with grant review expertise to successfully launch and manage these activities for the County. ASC will also coordinate with County's third-party Fiscal Agent to provide information on businesses that have successfully completed training and technical assistance for grant available under the Thrive Program.

8. Period of Performance: From: July 1, 2022 to June 30, 2025 (3 years)

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

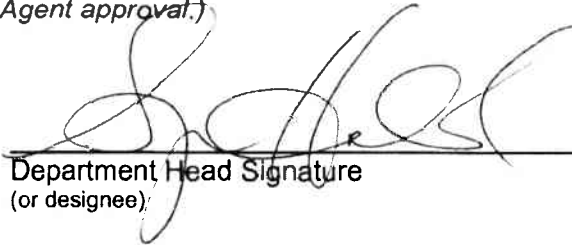
9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts.

Description:	FY22/23	FY23/24	FY24/25	FY__	FY__	Total
One-time Costs:						
Administrative Fee	\$20,000	\$15,000	\$15,000			
Ongoing Costs:	N/A	N/A	N/A			
Previous SSJ Approved Amounts:	N/A	N/A	N/A			
Total Costs	\$20,000	\$15,000	\$15,000			\$50,000

10. Price Reasonableness: The fees associated with the services to be provided by ASC are reasonable given that they will develop, oversee, and provide training and technical assistance services to county entrepreneurs and Considering ASC's past and current experience, their cost to provide requested services, along with their technical

infrastructure and capacity to provide the services needed will allow the County to successfully launch a training and technical assistance program as part of the County of Riverside's Thrive Program and assist the county business community. ASC already outreaches and provides general training programs in the County and has partnered with the Office on Economic Development on various programs that have been successful.

11. **Projected Board of Supervisor Date (if applicable):** June 28, 2022
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

 _____
Department Head Signature (or designee) Print Name Date 6/20/22

The section below is to be completed by the Purchasing Agent or designee.


Purchasing Department Comments:

Approve **Approve with Condition/s** **Disapprove**

Condition/s:

Not to exceed:

- One-time** \$ _____ Approved as listed above in fiscal chart
- Annual Amount** \$ _____ / per fiscal year through _____ (date) *(If Annual Amount Varies each FY)*
 - FY _____ : \$ _____
 - FY _____ : \$ _____
 - FY _____ : \$ _____
 - FY _____ : \$ _____
 - FY _____ : \$ _____

 Suzanna Hinckley, Assistant Director 7/12/22 23-015
Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)