

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



ITEM: 3.49
(ID # 21654)

MEETING DATE:
Tuesday, August 29, 2023

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approve the Funding Allocation for California Baptist University Family Business Center through Fiscal Year 25/26. All Districts. [\$315,000 Total Cost - 100% ARPA funds] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve \$315,000 from the American Rescue Plan (ARPA) Coronavirus Relief fund first allocation for Economic Recovery to support small business assistance through California Baptist University's Family Business Center; and
2. Authorize the Chair of the Board of Supervisors to execute the Professional Services Agreement on behalf of Riverside County Office of Economic Development; and
3. Authorize the Director of the Riverside County Office of Economic Development, or designee, to take necessary steps to implement and administer the agreement including signing subsequent, necessary, and related documents to implement the agreement, subject to approval as to form by County Counsel; and
4. Approve and direct the Auditor-Controller to make budget adjustments as shown on Schedule A.

ACTION: 4/5 Vote Required


Suzanne Holland, Director of Office of Economic Development 7/24/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 29, 2023
xc: OED

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 105,000	\$ 105,000	\$ 315,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% ARPA Funds			Budget Adjustment: Yes	
			For Fiscal Year: 23/24 – 25/26	

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

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

On May 5, 2021, the Board received and filed the Strategic Economic Recovery Framework presented by the Economic Recovery Task Force (ERTF). The framework contained short-term actions to assist business sectors finding it difficult to rebound from the pandemic and state closures, as well as mid to long range areas of focus for future growth and economic resiliency. Keys to the framework were short and long-term action items coordinated for an economic recovery 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. The mid to long range vision of the framework includes action items of investing in small business innovation, entrepreneurship hubs, and small business development. This proposal aligns with the ERTF framework's action items.

On January 6, 2022, the U.S. Treasury issued the final funding guidelines. These guidelines further clarify the detailed eligibility criteria for use of these funds. As a result, under the Economic Recovery category 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. The final guidelines specifically identify business ecosystem support including providing and partnering with organizations that offer technical assistance to new and existing businesses as an eligible use of funds.

On February 8, 2022, the Board approved \$36 million for Economic Recovery in assisting businesses struggling to rebound from the COVID-19 pandemic and stimulate future economic growth and resiliency. The Office of Economic Development recommends allocation of \$300,000 of that funding for California Baptist University's Family Business Center.

The Office of Economic Development is proposing to utilize ARPA funding to support California Baptist University's Robert K. Jabs School of Business' Family Business Center (FBC) with

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funding to provide educational resources, training, support, and mentorship for small and medium sized business owners in Riverside County. The FBC offers experienced family business professors, workshops, events, presenters, a team of professional advisors, and family business specific tools and resources designed to help the numerous family-owned businesses in the region. Since launching in December 2002, the FBC has provided seminars and networking opportunities to family-owned businesses in the region. Additionally, experts with family business experience in banking, legal, estate planning and other areas are available as a resource.

Utilizing ARPA funding, the FBC will provide resources to Riverside County Family Businesses through the following:

- Bi-monthly morning meetings on the main CBU campus that can hold up to 200 people (six per year).
- Two meetings per year held at four County facilities (eight per year). The topics will be:
 - *Family Business Opportunities and Challenges* (Seminar)
 - *Solutions to Overcome Family Business Challenges* (Workshop)
- Business-owning families will be offered a customized assessment tool. The results will be analyzed and presented to the family during a one-on-one meeting with each business to discuss areas of challenges and areas of opportunities.
- Availability of affinity (peer) groups; Founder/CEO, The Next-Generation Leaders, Non-Family Management, and others as the need arises (minimum of 8 members required for formation).
- A family business constitution template will be provided to interested families. The constitution is a written "policies and procedures" manual for the family in business together. It is a tool for preventing many family-specific issues that can derail or make a family business inefficient. Each family business will create its own written family constitution. The constitution details the policies and procedures of what is required and expected of family members working in business together. The purpose of the family constitution is to discuss problematic and emotion-laden issues common within family firms in advance and prevent them. The family will reach a consensus on a particular issue to put in the written document. When family and business issues do occur, the family can refer to the family constitution for the policy they all created and agreed to. If a situation is not covered in the constitution, it is a living document and can be updated. It is expected that 10-15 family businesses will participate in creating the family constitution.
- A family business succession plan will be provided to interested families that are multigenerational. FBC will work with the incumbent generation to help plan for the eventuality of retirement. FBC will work with each family to create a written succession plan with goals and timelines. Steps for successor identification and development will be detailed in the succession plan. It is expected that 10-15 family businesses will participate in creating a succession plan.
- For families desiring a succession plan or constitution, one-on-one advising will be provided. The subject matter is confidential; one family at a time will be served.
- Depending on family, as well as location, some virtual one-on-one advising may occur.

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- Virtual meetings specifically focused on family business opportunities and challenges will be provided.
- An educational family business newsletter will be available at all FBC meetings and for the County to distribute to their network of 33,000 businesses and individuals.
- A series of short family business videos will be created and distributed to FBC members and the County.
- Print resources such as workbooks and worksheets will be provided to participants of the FBC.
- At each educational meeting, the County of Riverside will be recognized as a community sponsor. The County of Riverside logo will be featured prominently on Family Business Center marketing materials.

The CBU FBC fills a needed gap in the available entrepreneurship and small business programs assisting family-owned businesses in Riverside County. The U.S. Office of Management and Budget lists metropolitan statistical areas in the country and in the Riverside-San Bernardino-Ontario area, 45% of employers are family owned, making it number one in that category, according to the U.S. Census Annual Survey of Entrepreneurship (2016). The FBC exists to be a resource to family businesses in Riverside County and help the families of ownership overcome their challenges, grow their business, increase employment, and improve the chances for a successful transfer of leadership from one generation to the next. Enabling Riverside County's small and medium-sized family businesses access to specialized knowledge and tools for their unique challenges, will increase the rate of business success, increase business growth, and long-term sustainability. The expanded programs and support services offered through the FBC will help family-owned businesses recover economically from challenges presented by COVID-19. This will result in a healthier business climate and increase employment and entrepreneurial activity.

Impact on Residents and Businesses

The proposed funding is expected to have a positive impact on the entire county, including its businesses and residents. Family-owned, local businesses are in every sector of the economy and contribute to sales tax revenues, jobs, and income.

Additional Fiscal Information

The proposed services will be funded entirely by ARPA funding from United States Department of Treasury funds and will not impact the County's General Fund. A budget adjustment in the amount of \$105,000 is recommended to increase revenues and appropriate ARPA funding for contract costs through the end of the current fiscal year, and can be found in attached Schedule A. The total requested amount includes \$15,000 for administrative costs for the Office of Economic Development.

ATTACHMENTS:

- Schedule A Budget Adjustment
- FBC Funding Agreement

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Stephanie Perez, Deputy Director of Admin. Services 8/23/2023



Aaron Gettis, Deputy County Counsel 8/8/2023

PROFESSIONAL SERVICE AGREEMENT

for

FAMILY-OWNED BUSINESS SUPPORT SERVICES

between

COUNTY OF RIVERSIDE

and

CALIFORNIA BAPTIST UNIVERSITY



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This Agreement, made and entered into this ___ day of August 2023, is by and between California Baptist University; a nonprofit corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

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

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through July 1, 2026, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit A, Scope of Service. This agreement is a three-year contract that will compensate \$100,000.00 the first year, \$100,000.00 the second year and \$100,000.00 the third and final year. Maximum total payments by COUNTY to CONTRACTOR shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) including all expenses and shall commence payment upon execution of this three-year Agreement. The COUNTY is not responsible for any fees or costs incurred

above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

4. Monthly Reporting

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

5. Alteration or Changes to the Agreement

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

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

6. Termination

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

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

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

- (a) Stop all work under this Agreement on the date specified in the notice of termination;
- and

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- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

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

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

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

7. Ownership/Use of Contract Materials and Products

7.1 All of the services and programs expected to be delivered under the project will have been previously developed by the CONTRACTOR, and any new materials will be the intellectual property of the CONTRACTOR.

8. Conduct of Contractor

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

8.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement. The limitations of this Section 8.2 shall apply only to CONTRACTOR's activities at COUNTY venues but shall not apply to events conducted by CONTRACTOR onsite at California Baptist University.

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

9. Inspection of Service: Quality Control/Assurance

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

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

10. Independent Contractor/Employment Eligibility

10.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-

employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer- employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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

11. Subcontract for Work or Services

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

12. Disputes

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

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

13. Licensing and Permits

13.1 CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

14. Use By Other Political Entities

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

15. Non-Discrimination

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

16. Records and Documents

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

17. Confidentiality

17.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged

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

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

18. Administration/Contract Liaison

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

19. Notices

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

COUNTY OF RIVERSIDE

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

CONTRACTOR

CALIFORNIA BAPTIST
UNIVERSITY
8432 Magnolia Avenue
Riverside, CA 92504

20. Force Majeure

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

21. EDD Reporting Requirements

21.1 In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

22. Hold Harmless/Indemnification

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

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

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

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

23. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Reserved.

E. General Insurance Provisions - All lines:

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

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

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

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

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

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

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

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

24. General

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

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

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

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

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

24.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or

equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

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

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

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

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


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


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

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

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

CALIFORNIA BAPTIST UNIVERSITY,
a nonprofit corporation

By: 
Kevin Jeffries
Chairman

By: 
Mark Howe, Vice President
for Finance & Administration
California Baptist University

Dated: 8/29/23

Dated: 7/25/2023

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

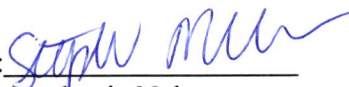
By: 
Stephanie Nelson
Deputy County Counsel

EXHIBIT A
(behind this page)

EXHIBIT A
SCOPE OF SERVICE

California Baptist University Family Business Center

The following programs and activities from the Family Business Center (FBC) at California Baptist University (CBU) will provide educational resources, training, support and mentorship for small and medium- sized family business owners in Riverside County.

California Baptist University

California Baptist University (CBU), a private university in Riverside, Ca. was founded in 1950. The university offers 108 bachelor's programs, 40 master's programs, and seven doctoral programs serving a population of 11,491 students.

The Robert K. Jabs School of Business at CBU hosts the Family Business Center (FBC). It offers experienced family business professors, workshops, events, presenters, a team of professional advisers, and family business specific tools and resources designed to help the numerous family-owned businesses in the Inland Region.

Total Funding: \$300,000 (annual cost \$100,000.00)

Funding Period: 3 years

Family Business Center (FBC)

Background/Opportunity

The Riverside/San Bernardino/Ontario Metropolitan Statistical Area (MSA) ranks number one in the nation for having the most family-owned businesses per capita. 45% of businesses in the Inland region were family-owned (US Census Annual Survey of Entrepreneurship, 2016). It is estimated that family businesses in the United States account for up to 50 percent of industrial purchasing and 50-60 percent of the GDP. Family businesses are responsible for the majority of jobs in the United States. Over one-third of the companies on the Standard and Poor 500 index and the Fortune 500 are family-owned or controlled by families.

Family businesses have the same challenges as any other business. However, they also have the addition of the family dynamic, which makes the business extremely complex and provides them with unique issues to overcome. Some examples of these issues are succession, conflict, poor communication, lack of long-term planning, ineffectual decision-making, lack of governance, estate planning, inheritance, and tax issues. When a family business increases in size and has multiple family members with multiple generations, the difficulties very complex.

Studies have generally agreed that approximately 30% transfer to the second generation, while only 10-15% percent pass from the second generation to the third generation, and only 4% succeed to the fourth generation. It is of vital importance to the economic health of the community to support these family businesses. The key is proactive succession planning.

Project Overview

The CBU Family Business Center (FBC) fills a needed gap in the available entrepreneurship and small business programs assisting businesses in the County. The FBC exists to be a resource to the numerous family businesses in Riverside County and help them overcome their challenges, grow their business, increase employment, and improve the chances for a successful transfer of leadership from one generation to the next (succession). Enabling Riverside County's small and medium-sized family businesses access to specialized knowledge and tools for their unique challenges, will increase the rate of business success, increase business growth, and long-term sustainability among family-owned businesses. It will help family owned businesses recover economically from COVID 19 business challenges. This will result in a healthier business climate and increase employment and entrepreneurial activity.

Through a series of regularly scheduled seminars and workshops, and resources such as workbooks, assessment, educational newsletters, and videos, as well as one on one advising, training, and mentorship, the FBC will provide knowledge, tools, and support to help family businesses succeed.

The program will be divided into two phases:

Phase one is ongoing. The FBC currently conducts morning workshops six times per year.

In conjunction with the County, this proposal expands the number of County businesses reached by providing two additional seminars and two additional workshops per year through each of the four County provided facilities (eight meetings per year).

FBC newsletters, Zoom presentations, and short videos are included in phase one.

Phase two consists of individual training, development, and mentorship. It starts by conducting a family business assessment with interested families to identify opportunities and areas of improvement. Once assessed, FBC experts will make recommendations for overcoming the challenges. These often include leadership identification and development, creating a succession plan, instituting family-specific governance tools, family employment policies, creating the family constitution, and providing individual family business consultation as needed. Peer groups based on interest are included in phase two (8 people are required for peer group formation).

Key Objectives of the FBC

- The FBC desires to be the resource in the Inland Region specifically focusing on family businesses. The FBC conducts research, distributes educational information through publications, and conducts educational events for the benefit of the family business community.
- Adding value to the individual family members and their businesses by providing family business-specific curriculum, seminars, workshops, advising, and feedback.
- Increase family business communication.
- Improve effective family business decision-making.
- Improve teamwork among family business members.
- Prevent and mitigate family conflict.
- Increase long-term planning.
- Institute effective family business governance.
- Create a written family constitution.

-
- Leadership identification and development
 - Begin the process of a family business succession plan (for multi-generational firms with family members of managerial age working in the business).
 - Apply current best practices within the field of family business management.
 - Increase the chances of a successful intergenerational transfer of leadership to the next generation.
 - Increase the health and continued sustainability of family-owned businesses throughout Riverside County.

Location, size, and Scope

On the CBU main campus in Riverside, the FBC has regularly scheduled use of several rooms ranging from a capacity of 200 people for large workshops/seminars/presentations to smaller classrooms and a boardroom with a capacity of 20-30 people. In addition, CBU has regularly scheduled access to the Business and Employment Resource Center (BERC) facility in Moreno Valley.

The County Facilities in Riverside, Indio, and Temecula will be utilized to extend the reach of the FBC to all areas of the County. In addition, a facility in the Banning/Beaumont or Hemet area will be provided for use by the FBC. The capacity of County facilities varies by location.

Program Components/Scope of Services

The FBC will provide resources to Riverside County Family Businesses through the following:

- Bi-monthly morning meetings on the main CBU campus that can hold up to 200 people (six per year).
- Two meetings per year held at four County facilities (eight per year). The topics will be:
- *Family Business Opportunities and Challenges* (Seminar)

(Discussion items are: The family advantage, conflict, communication, succession, decision-making, strategic planning, and working with spouses and children).

- *Solutions to Overcome Family Business Challenges* (Workshop)

(Discussion items are: Effective family and business governance, instituting a family council, family meetings, family constitution, and the importance of a board of advisors).

- Business-owning families will be offered a customized assessment tool. The results will be analyzed and presented to the family during a one-on-one meeting with each business to discuss areas of challenges and areas of opportunities.
- Availability of affinity (peer) groups; Founder/CEO, The Next-Generation Leaders, Non-Family Management, and others as the need arises (minimum of 8 members required for formation).
- A family business constitution template will be provided to interested families. The constitution is a written “policies and procedures” manual for the family in business together. It is a tool for preventing many family-specific issues that can derail or make a family business inefficient. Each family business will create its own written family constitution. The constitution details the policies and procedures of what is required and expected of family members working in business together. The purpose of the family constitution is to discuss problematic and emotion-laden issues common within family firms in advance and prevent them. The family will reach a consensus on a particular issue to put in the written document. When family and business issues do occur, the family can refer to the family constitution for the policy they all created and agreed to. If a situation is not covered in the constitution, it is a living document and can be updated. It is expected that 10-15 family businesses will participate in creating the family constitution.
- A family business succession plan will be provided to interested families that are multigenerational. FBC will work with the incumbent generation to help plan for the eventuality of retirement. FBC will

work with each family to create a written succession plan with goals and timelines. Steps for successor identification and development will be detailed in the succession plan. It is expected that 10-15 family businesses will participate in creating a succession plan.

- For those families desiring a succession plan or constitution, one-on-one advising will be provided. The subject matter is confidential; one family at a time will be served.
- Depending on family, as well as location, some one-on-one advising may occur over Zoom.
- Zoom meetings specifically focused on family business opportunities and challenges will be provided.
- An educational family business newsletter will be available at all FBC meetings and for the County to distribute to their network of 33,000 businesses and individuals.
- A series of short family business videos will be created and distributed to FBC members and the County.
- Print resources such as workbooks and worksheets will be provided to participants of the FBC.
- At each educational meeting, the County of Riverside will be recognized as a community sponsor. The County of Riverside logo will be featured prominently on Family Business Center marketing materials.

Target Audience

The target audience consists of existing small and medium-sized businesses owned and or controlled by families in Riverside County as well as smaller entrepreneurial startup ventures with family members involved.

The ideal target audience is a family business doing several million dollars annually in sales, having numerous employees and multiple family members, including several generations. It is especially complex to effectively manage and grow a family business when the above conditions are met. This specific audience benefits the most from our services as they have the most complex issues and the biggest need.

The FBC has a database of over 500 family-owned businesses in the Inland Region and continues to expend effort locating family-owned businesses (Fictitious Business names and DBA's do not identify if a business is family owned or not).

The FBC targets and promotes to family businesses using a combination of direct mail, email, social media promotion and referrals. Partnerships with the Cities of Riverside and Moreno Valley promote FBC events. Area chambers of commerce are key partners in promoting the FBC.

The FBC has professional sponsors available who are experts in their field, such as bankers, accountants, financial planners, insurance, commercial real estate, exit planning, and trust and estate planning. These professionals were chosen based on their expertise and experience with family-owned businesses. They attend the bi-monthly meetings, distribute the FBC newsletter and promotional materials, and recommend the FBC to their clients. Once per year they provide an educational presentation at the FBC morning meetings.

Program Goals and Evaluation Plan

Progress toward the objectives will be measured by:

Attendance tracking at seminars/workshops.

The implementation of scheduled meetings.

The creation of written family constitutions.

The creation of written succession plans (for multi-generational firms).

The FBC will conduct regular surveys and conduct qualitative focus groups to ascertain satisfaction with the offerings as well as making sure to cover important topics of interest.

The Center will report demographic information to the city on the number of Riverside County family businesses served and the number of women-owned, veterans, minority, and disadvantaged populations serviced.

Increased confidence in their abilities.

We envision that between 600 and 645 individual family business members will be served annually through the FBC, with family business owners receiving access to business workshops and seminars, resources, counseling, and training programs.

Program Cost

The program is delivered through California Baptist University and the FBC. The annual cost to deliver the program is \$100,000. In collaboration with the FBC, Riverside County will be the only inclusive family business program in the region specifically designed to increase family business success and improve economic and entrepreneurial activity.

Cost of Services is \$100,000 annually for three years with breakdown as follows:

Item	Annual Volume	Cost	Unique Business Leaders*
FBC Bi-Monthly Meetings	Six (6) meetings	\$36,000	90-120
Seminars at County Facilities	Four (4) seminars	\$8,000	120
Workshops at County Facilities	Four (4) workshops	\$8,000	120
FBC Assessment	One assessment	\$10,000	30-45
FBC Workbooks	One workbook	\$4,000	30-45
Zoom Presentations	Four (4) presentations	\$4,000	120
FBC Advising Appointments	Up to 30 appointments	\$30,000	90
	TOTAL	\$100,000	600-645

*Unique business leaders are defined as different family businesses owners (leaders) attending meetings and accessing services. It is assumed that each FBC Bi-monthly meeting at the present growth rate will have 5-7 new unique businesses each month.

CBU will provide annual reports of activities and expenditures under this sponsorship.



RIVERSIDE COUNTY
OFFICE OF ECONOMIC DEVELOPMENT

Date: July 28, 2023
From: Suzanne Holland, Director
To: Purchasing Agent
Via: Nathan Hultgren, 951-955-1632 (o) 951-201-3483 (c)
Subject: **Sole Source Procurement: ARPA – California Baptist University Family Business Center**

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:** California Baptist University
2. **Vendor ID:** 50556
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**

Supply/Service being requested: The Office of Economic Development intends to partner with California Baptist University for the Family Business Center (CBU FBC) initiatives which supports entrepreneurs and business startups across the County. CBU FBC will provide infrastructure, technical and commercialization assistance, workforce development to Riverside County's entrepreneurs, innovators, students, and small businesses that have been impacted by the pandemic. The center is integral to the region for positive innovation growth.

5. **Unique features of the supply/service being requested from this supplier.** California Baptist University, through the Family Business Center, will offer the following benefits to small businesses directly impacted by the pandemic:

The FBC will provide resources to Riverside County Family Businesses through the following:

- Bi-monthly morning meetings on the main CBU campus that can hold up to 200 people (six per year).
- Two meetings per year held at four County facilities (eight per year). The topics will be:
 - Family Business Opportunities and Challenges* (Seminar)
(Discussion items are: The family advantage, conflict, communication, succession, decision-making, strategic planning, and working with spouses and children).
 - Solutions to Overcome Family Business Challenges* (Workshop)
(Discussion items are: Effective family and business governance, instituting a family council, family meetings, family constitution, and the importance of a board of advisors).

- Business-owning families will be offered a customized assessment tool. The results will be analyzed and presented to the family during a one-on-one meeting with each business to discuss areas of challenges and areas of opportunities.
- Availability of affinity (peer) groups; Founder/CEO, The Next-Generation Leaders, Non-Family Management, and others as the need arises (minimum of 8 members required for formation).
- A family business constitution template will be provided to interested families. The constitution is a written "policies and procedures" manual for the family in business together. It is a tool for preventing many family-specific issues that can derail or make a family business inefficient. Each family business will create its own written family constitution. The constitution details the policies and procedures of what is required and expected of family members working in business together. The purpose of the family constitution is to discuss problematic and emotion-laden issues common within family firms in advance and prevent them. The family will reach a consensus on a particular issue to put in the written document. When family and business issues do occur, the family can refer to the family constitution for the policy they all created and agreed to. If a situation is not covered in the constitution, it is a living document and can be updated. It is expected that 10-15 family businesses will participate in creating the family constitution.
- A family business succession plan will be provided to interested families that are multigenerational. FBC will work with the incumbent generation to help plan for the eventuality of retirement. FBC will work with each family to create a written succession plan with goals and timelines. Steps for successor identification and development will be detailed in the succession plan. It is expected that 10-15 family businesses will participate in creating a succession plan.
- An educational family business newsletter will be available at all FBC meetings and for the County to distribute to their network of 33,000 businesses and individuals.
- A series of short family business videos will be created and distributed to FBC members and the County.
- The program is delivered through California Baptist University and the FBC. The annual cost to deliver the program is \$100,000. In collaboration with the FBC, Riverside County will be the only inclusive family business program in the region specifically designed to increase family business success and improve economic and entrepreneurial activity.

Cost of Services is \$100,000 annually for three years with breakdown as follows:

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FBC Advising Appointments	Up to 30 appointments	\$30,000	90
TOTAL		\$100,000	600-645

6. Period of Performance: From: August 29, 2023 to June 30, 2026 (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.)

7. 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:	FY23/24	FY24/25	FY25/26	FY__	FY__	Total
One-time Costs:	\$100,000	\$100,000	\$100,000			
Administrative Fee						

Ongoing Costs:						
Previous SSJ						
Approved Amounts:						
Total Costs	\$100,000	\$100,000	\$100,000			\$300,000

8. **Price Reasonableness:** CBU FBC brings immense benefit to the region in helping to attract startups and initial business investment by providing and supporting the regional business ecosystem. In addition, the group has strong partnerships that represent capital funding for startups as well as key partners with regional colleges, business resource groups and investment companies.

9. **Projected Board of Supervisor Date (if applicable):** August 29, 2023

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


Department Head Signature
(or designee)

Suzanne Holland
Print Name

8-1-2023
Date

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 \$ 100,000 / per fiscal year through 6/30/26 (date) (If Annual Amount Varies each FY)

FY _____: \$ _____
FY _____: \$ _____
FY _____: \$ _____
FY _____: \$ _____
FY _____: \$ _____

Meghan Hahn
Purchasing Agent

8/8/23
Date

24-039

Approval Number

(Reference on Purchasing Documents)

RIVERSIDE COUNTY

OFFICE OF ECONOMIC DEVELOPMENT

3403 10TH STREET, SUITE 400, RIVERSIDE, CA 92501 | (951) 955-8916

SCHEDULE A
Office of Economic Development
Budget Adjustment
Fiscal Year 2023/2024

Increase Estimated Revenue:

21735-1901000000-763520	Fed-American Rescue Plan Act	\$105,000
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Increase in Appropriations:

21735-1901000000-528500	Project Cost Expense	\$100,000
21735-1901000000-537180	Interfnd Exp – Salary Reimb	4,667
21735-1901000000-537020	Interfnd -- Legal Services	333