

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



**ITEM: 3.21  
(ID # 22526)**

**MEETING DATE:**

**FROM :** OFFICE OF ECONOMIC DEVELOPMENT:

Tuesday, October 03, 2023

**SUBJECT:** OFFICE OF ECONOMIC DEVELOPMENT: Authorize Allocation of American Rescue Plan Act (ARPA) Economic Recovery First Allocation in a Total Amount of \$450,000, and Approve and Execute the Subrecipient Agreement with Caravanserai Project for Technical Assistance and Grant Management Services in the Amount of \$450,000; All Districts. [\$450,000 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 and the Subrecipient Agreement with Caravanserai Project are exempt under the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);

Continued on Page 2

**ACTION:**Policy, 4/5 Vote Required

  
Suzanne Holland, Director of Office of Economic Development 8/21/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: October 3, 2023  
xc: OED

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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**RECOMMENDED MOTION:** That the Board of Supervisors:

2. Authorize Allocation of \$450,000 from the County of Riverside's ARPA Economic Recovery First Allocation 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;
3. Approve the Attached Subrecipient Agreement Between Caravanserai Project (Caravanserai), and the County of Riverside (Caravanserai Agreement) to be used for Small Business Assistance Grants, Grant Management Services, Training and Technical Assistance, Without Seeking Competitive Bids, in an Amount not to Exceed \$450,000 through June 30, 2026, and Authorize the Chair of the Board of Supervisors to Execute said Agreement on Behalf of the County; and,
4. Authorize the Director of the Office of Economic Development, or Designee, to take Necessary Steps to Implement and Administer the Subrecipient Agreement Including Signing Subsequent Necessary and Related Documents Associated with Implementation, Subject to Approval as to Form by County Counsel and Making Programmatic Changes as Needed.
5. Approve and direct the Auditor-Controller to make the budget adjustments shown on Schedule A (FY 23/24 Budget Adjustment) attached.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 128,000	\$205,000	\$450,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% ARPA Funds			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 23/24-25/26	

**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

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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 \$450,000 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 COVID-19 pandemic. This funding will provide small business with startup assistance, and support existing businesses to stabilize and grow by providing needed technical assistance and grant funding for operational costs.

**Caravanserai Agreement**

The Office of Economic Development proposes to partner with Caravanserai, a nonprofit, public benefit corporation experienced in operating grant programs, providing training, and supporting small businesses. Caravanserai focuses on supporting mission-driven leaders through customized business technical assistance programs and access to funding. They prioritize traditionally underserved and under-resourced entrepreneurs to build sustainable businesses and increase their own economic development. In 2022, Caravanserai launched the Business Readiness Training Program that consisted of 9 cohort workshops, small group coaching, and showcase sessions taught in both English and Spanish. This program was supported in part by the California Dream Fund, California Office of Small Business Advocate, and the Employment Training Panel. Through these programs Caravanserai assists underserved and under-resourced entrepreneurs with a unique outreach system and network of partners that create effective business opportunities by eliminating any potential barriers for these rising mission-driven leaders.

The Office of Economic Development will partner with Caravanserai who will act as the fiscal agent for these awarded grants based on Caravanserai's past and current experience, and technical infrastructure and capacity. Caravanserai will act as fiscal agent and provide technical assistance to awardees; they will gather documents, issue grants, and send out

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1099s to all awardees. Caravanserai will allow the County to expeditiously launch the program and assist the county's under-resourced, low income, and limited or non-English speaking 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 program. Caravanserai 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 \$450,000 be allocated toward the agreement with Caravanserai. Of that total, \$332,500 is proposed to be allocated for direct business assistance for the 70 grants that will be provided to eligible county businesses with \$117,500 for Caravanserai's operational fees for services to be provided (\$53,500 for Grant-Management, \$50,000 for Four Business Readiness Training Programs, and \$14,000 for UCR-Extension). Grants will be made in amounts of \$3,500 and \$7,000 depending on type of business being started or expanded. Caravanserai will be required to provide monthly reports to the Office of Economic Development. County Purchasing has approved procurement of these services from Caravanserai via attached Single Source Justification #24-017.

Pursuant to the California Environmental Quality Act (CEQA), the proposed the allocation of ARPA funds, and the Subrecipient Agreement with Caravanserai Project were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines section 15061(b)(3), General Rule or "Common Sense" 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. 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 reasonably foreseeable indirect physical environmental impacts.

The Office of Economic Development recommends that the Board approve the allocation of ARPA funds and approve and execute the attached Subrecipient Agreement with Caravanserai Project and authorize the Director of the Office of Economic Development, or designee to administer the Subrecipient Agreement.

**Impact on Residents and Businesses**

The training, technical and financial assistance to be provided through the Caravanserai Agreement will assist underserved and under-resourced, low income, and limited or non-English speaking 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.

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**Additional Fiscal Information**

The proposed Caravanserai Agreement which includes 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.

Annual Agreement costs are as follows:

FY 2023/24	\$128,000
FY 2024/25	\$205,000
FY 2025/26	\$117,000
TOTAL	\$450,000

**ATTACHMENTS:**

- Caravanserai Project Subrecipient Agreement
- Single Source Justification #24-017
- Schedule A Budget Adjustment

  
\_\_\_\_\_  
Aaron Gettis, Deputy County Counsel 8/28/2023

**PROFESSIONAL SERVICE AGREEMENT**

**For**

**COUNTY OF RIVERSIDE ECONOMIC RECOVERY GRANT PROGRAM**

**between**

**COUNTY OF RIVERSIDE**

**and**

**CARAVANSERAI PROJECT**

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This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between CARAVANSERAI PROJECT, INC., a District of Columbia nonprofit organization (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), to accelerate the United States recovery from the economic impacts of the COVID-19 pandemic through the COUNTY's Economic Recovery Program (Recovery Program). CONTRACTOR and COUNTY are individually referred to herein as a "Party" and collectively as the "Parties." 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 Services, at the prices stated in Exhibit B, Payment Provisions.

**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 this 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 at the prices stated in Exhibit B. CONTRACTOR is not to perform services to the COUNTY outside of this 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 July 1, 2023 and continues in effect through June 30, 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 B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000) including all expenses. 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 B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Joaquin Tijerina, Economic Development Manager  
County of Riverside Economic Development Agency  
44-199 Monroe Street, Suite B  
Indio, CA 92201  
Telephone: (760) 863-2529  
Email: [JTijerina@rivco.org](mailto:JTijerina@rivco.org)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, 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 CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his 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.

**4.2** 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, he 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.

**5. Termination**

**5.1.** Either party may terminate this Agreement without cause upon 30 days written notice served upon the other stating the extent and effective date of termination.

**5.2** Either party may, upon five (5) days written notice terminate this Agreement for the other party's default, if a party 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 non-defaulting party may proceed with the work in any manner deemed proper by such party.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY as part of the

deliverables to the extent that such deliverables have been paid for prior to the effective date of termination.

**5.4** After termination by either party in accordance with this section 5, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** Either party'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 the other party; or in the event of a party's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, defaulting party shall not be entitled to any further compensation under this Agreement.

**5.6** 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.

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

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY. COUNTY agrees to indemnify and hold CONTRACTOR harmless from any and all claims and losses arising out of the use by the County, or the interpretation of the material, reports or products created by the CONTRACTOR for any other purpose.

**7. Conduct of Contractor**

7.1 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.

7.2 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.

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

**8. Inspection of Service; Quality Control/Assurance**

8.1 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.

8.2 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.

**9. Independent Contractor/Employment Eligibility**

**9.1** 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.

**9.2** 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.

**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** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR

immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

#### **10. Subcontract for Work or Services**

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.

#### **11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to voluntary, non-binding mediation to be conducted by a mutually acceptable mediator. Any dispute, which is not resolved by non-binding mediation shall be referred to binding arbitration conducted in accordance with the applicable commercial rules of the American Arbitration Association. Disputes where the amount in controversy is less than \$150,000 shall be decided by a single arbitrator; otherwise, the dispute shall be decided by three arbitrators. All proceedings shall take place in Riverside County, California. Costs of mediation or arbitration shall be split equally between the parties.

#### **12. Licensing and Permits**

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.

**13. Use By Other Political Entities**

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 entity of the COUNTY. 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.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

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 invoiced 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.

**16. Confidentiality**

**16.1** 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.

**16.2** 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.

**17. Administration/Contract Liaison**

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.

**18. Notices**

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**

Robert Moran, Deputy Director  
Office of Economic Development  
3403 10<sup>th</sup> Street Suite 400  
Riverside, CA 92501  
Telephone: (951) 955-6673  
Email: [rmoran@rivco.org](mailto:rmoran@rivco.org)

**CONTRACTOR**

Mihai Pătru, Executive Director  
Caravanserai Project  
P.O. Box 2486  
Palm Springs, California, 92262  
Telephone: (240) 838-6570

**19. Force Majeure**

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.

**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 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](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** All Parties to this Agreement agree to defend, indemnify, and hold harmless the other Party, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials agents, representatives, and employees, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its Agencies, Districts, Special Districts and Departments, their respective directors, officers, agents, and employees. The provisions of this Paragraph do not apply to any damage or losses caused solely by the gross negligence or intentional acts of the non-indemnifying Party or any of its agents or employees. The indemnity set forth in this Paragraph 21 shall survive for a period of one (1) year after the expiration or earlier termination of this Agreement.

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(collectively "Claims"), 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 but specifically excluding any Claims to the extent arising from the negligence or willful misconduct of COUNTY. 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.

**21.2** With respect to any action or claim subject to indemnification herein by the indemnifying Party 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 indemnified Party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes indemnifying Party's indemnification to the indemnified Parties as set forth herein.

**21.3** The indemnifying Party's obligation hereunder shall be satisfied when it has provided to indemnifying Party(ies) the appropriate form of dismissal relieving the indemnified Party(ies) from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe an indemnifying Party's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## **22. Insurance**

**22.1** 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 \$250,000 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. Professional Liability:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'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 Agreement and CONTRACTOR 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.

**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 certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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.

**23. General**

**23.1** 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.

**23.2** 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.

**23.3** 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.

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

**23.5** 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.

**23.6** 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.

**23.7** 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.

**23.8** 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.

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

**23.10** 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).

**23.11** 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.

**23.12** 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.

*[Signature page to follow]*

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

**CARAVANSERAI PROJECT**, a  
District of Columbia nonprofit corporation

By:   
Kevin Jeffries, Chair  
Board of Supervisors

By:   
Name: Mihai Patru  
Title: Executive Director


Dated: 10/3/23

Dated: 09/17/2023

ATTEST:  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By:   
Stephanie K. Nelson  
Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES**

CONTRACTOR will provide 4 (four) Business Readiness Training Programs that focus on a wide range of important business topics such as business planning, customer discovery, financial management, competitive analysis, access to capital etc.

**E1.0 Business Readiness Training Program for For-Profit Entrepreneurs in Riverside County**

CONTRACTOR will implement its Business Readiness Training Program and aims to support four cohorts of underserved and/or limited English-speaking entrepreneurs, located in Riverside County.

The four Programs, which will be delivered in Spanish and/or English, will be implemented over a period of 24 months and train 100-120 entrepreneurs. The Program is designed to serve four cohorts of around 25-30 participants each following a thorough application process. All interactions - from outreach to recruitment, program delivery and coaching - are bilingual (Spanish and/or English) and web-based to facilitate access to the program and eliminate any potential barriers that might prevent them from benefiting from technical support to launch or advance their businesses.

The successful graduates from the program will be awarded a Professional Certificate of completion by UCR-Extension.

**E1.1 Structure:**

The Business Readiness Training Program lasts up to 8 weeks. Each entrepreneur will have access to 26 chronological hours of technical support as part of cohort workshops and group coaching sessions. The Program consists of nine 120-minute mandatory cohort workshops.

The Program includes separate small group coaching sessions that will allow up to five entrepreneurs to meet twice and focus on topics discussed during the workshops and learn from each other's experiences but also benefit from the support of the instructor. Finally, the Program concludes with a series of showcases. The participants are requested to prepare a pitch deck following a pre-designed template and present their business to the other participants. One-on-one support is provided to those participants in need of help to build their pitch decks.

The content and structure of the program have been designed to be implemented based on the profile of participants and businesses by using customized examples, specific arrangement of groups of businesses to attend mentoring sessions and the type of industry-focused resources that Caravanserai Project may have available at the moment the program is delivered.

The Business Readiness Training Program also follows a structure and mentor onboarding process linked to the metrics of success and economic impact for a business entity.

**E1.2 Outcomes:**

Caravanserai Project will train 100 - 120 for profit entrepreneurs located in Riverside County as part of the four Business Readiness Training Programs, in Spanish and/or English depending on the profile of the participants. Based on the data collected from the participants who have graduated so far from the three cohorts of a similar Program, we estimate that around 75% will be women, 75% of these incoming entrepreneurs are running established businesses (registered) and 25% new businesses (yet to be registered).



Following the successful graduation from the program, all entrepreneurs are eligible for seed investments (micro-grants) for business expenses provided by the Riverside County Office of Economic Development. The participants will have access as well to professional banking services provided by our partners, First Bank, whose bilingual team based in the Coachella Valley works closely with us and the entrepreneurs during the program. If requested, the participants will be provided with informational sessions and support to access other sources of capital (loans etc.) through our partners at TMC Community Capital, a California-based CDF focusing on supporting minority entrepreneurs.

The participants that will graduate from this Program will be awarded a Certificate of completion by UCR-Extension.

The entrepreneurs graduating from the Programs will also gain familiarity with other existing resources provided by Riverside County agencies and OCIE SBDC in order to access additional programs and support.

Consecutive track of milestones achievement and metrics of economic impact is part of the process execution for program evaluation and value proposition of the programs in Caravansera Project.

**E2.0 Areas of Focus:** CONTRACTOR's background, unique skills and industry specific experience will provide CVSBDC business clients with the following specialty consulting areas:

**E2.1** Areas of focus and expertise may include, but not be limited to, the following:

- (1) Basics of Entrepreneurship
  - (2) Financial management
  - (3) Customer Discovery
  - (4) Marketing and Sales
  - (5) Competition Analysis
  - (6) Business plan
  - (7) Innovation and Technology
  - (8) Self-improvement strategies
  - (9) Banking
- Optional: Access to Capital – Business Model - info sessions

### **E3.0 Grant Management**

Caravansera Project will provide access to seed micro-grants to those successfully graduating from the Program implemented in partnership with Riverside County Office of Economic Development and also meeting the following requirements:

- Riverside County residence (both for the entrepreneurs and the location of the business);
- Successful completion of the Caravansera Project Business Readiness Training;
- Submission of a business plan that includes financial assumptions and explanation of the use of funds;
- For existing businesses: official documents showing the business is legally operating as a for profit entity in the County of Riverside, have an active business bank account; proof of an active business (payroll, sales, contracts, leases etc.), relevant business licenses and permits; previous year taxes
- The micro-grant is only available to for-profit entrepreneurs and business owners.

The grant will be disbursed in 2 or 3 installments depending on the amount. The entrepreneurs will have access to \$3,500 or \$7,000 micro-grants, as follows:

- 1) \$3,500
  - Home-based businesses: that will include but not limited to online businesses, street vendors, businesses that are not leasing commercial space from the buildings' owners;
  - New businesses (that are not legally operating in the Riverside County, regardless of the type of activity, at the time of joining the Training Program);
- 2) \$7,000
  - Brick and mortar businesses (they must have a long-term lease agreement with the owners of the commercial building)
  - Existing businesses (legally operating at the time of joining the Program) such as but not limited to agriculture (proof of land ownership of rent), construction etc.;
  - Childcare businesses (home based and external)
- 3) CONTRACTOR 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.
- 4) CONTRACTOR 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 CONTRACTOR's grant disbursement system. CONTRACTOR 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 CONTRACTOR's commercial bank account directly into the business bank account of approved applicants.
- 8) CONTRACTOR 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) CONTRACTOR will provide all necessary reports and documentation on monthly basis, including a wrap up report at the end of the performance period.

CONTRACTOR will provide COUNTY electronically stored documentation of participant and awarded grant applicants that will include application, documentation to support eligibility for the grant, documentation on use of funds (receipts, paid invoices, etc.), correspondence with awardees, W9, business licenses and/or permits required to legally operate in the County of Riverside.

### **E3.0 Reporting Requirements.**

CONTRACTOR shall track and report Quarterly Success Stories, Capital Infusion, Use of Funds, and Milestones to the COUNTY. CONTRACTOR will request documentation of Use of Funds from client and will report to COUNTY. Success Stories are used for multiple reasons, such as testimonials, client

achievement, and for marketing. In addition, the client submitted as a success story should have obtained one or more of the following economic impacts as a result of working with the CONTRACTOR:

- Capital infusion (debt or equity)
- Creation or Retention of Jobs
- Creation or acquisition of a new business
- Business expansion (new market entry or expansion in current market)
- Quantifiable improvements in operations that have led to increase in sales, reduction in costs, or other notable impact(s)
- For Testimonials - any of the above and/or:
- Outstanding customer service received by the client

1. Success Stories- Report a minimum of one success story per calendar quarter of assistance in which tangible results occurred. Include a description of the business, the problems encountered, the assistance provided, the resources used and the actual or expected results including economic impact. A signed statement from the success story client (s) of his/her consent for use of the success story must be obtained by CONTRACTOR and kept on file.

2. Third party verified or CVSBDC Client acknowledgement of milestone accomplishment assisted by CONTRACTOR must be documented in client file.

3. CONTRACTOR must manage their time to provide services throughout the year and not exceed the contract dollar amount including all expenses.

4. Following the disbursement of grant installments, clients are required to submit progress reports highlighting the Use of Funds and the impact on the business. Documentation shall be tracked and reported by CONTRACTOR and be provided to the COUNTY including all correspondence requesting documentation for use of funds.

5. CONTRACTOR will 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 through access provided to Office of Economic Development staff. CONTRACTOR will provide full electronic files with all the information and documentation provided on all participants and awardees.

EXHIBIT B  
PAYMENT PROVISIONS  
COUNTY OF RIVERSIDE  
ECONOMIC RECOVERY GRANT PROGRAM

<b>GRANT MANAGEMENT</b>		
Grant Making Program Amount	\$332,500	
Estimated Number of Grants to be Disbursed	70	
45 Grants of \$3,500	\$157,500	
25 Grants at \$7,000	\$175,000	
Total Dollar Amount of Grants to be Disbursed		\$332,500
Grant-Management Costs		\$53,500
		\$386,000
<b>TECHNICAL ASSISTANCE PROGRAMS</b>		
4 (four) Business Readiness Training Programs		\$50,000
<b>OTHER EXPENSES</b>		
UCR-Extension Certification		\$14,000
<b>TOTAL FUNDS</b>		
Total Funds		\$450,000



RIVERSIDE COUNTY  
OFFICE OF ECONOMIC DEVELOPMENT

Date: July 07, 2023  
From: Suzanne Holland, Director  
To: Purchasing Agent  
Via: Maria Gonzalez, Development Specialist 1, 760-863-7905 (o)

**Single Source Procurement; Request for Technical Assistance and Grant Management Services.**

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:** Caravanserai Project

2. **Vendor ID:** 0000261012

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:**

Caravanserai Project (Caravanserai) will supply administrative, training, outreach, and technical assistance services for eligible County entrepreneurs. The Office of Economic Development needs an organization that is experienced in supporting traditionally underserved minority entrepreneurs and providing direct access to resources. The County needs Caravanserai to collect data on potential County entrepreneurs from underserved communities and identifying solutions and connecting these groups to County Business Readiness Training Programs. The Office of Economic Development is proposing that a total of \$450,000.00 is to be allocated toward the agreement with Caravanserai. There is an estimated number of 70 grants to be disbursed, 45 grants of \$3,500.00, and 25 grants of \$7,000 depending on the type of business being started or expanded. Caravanserai will review approved applicants through their grant disbursement system and will disburse funds electronically directly to approved applicants' business bank accounts. Caravanserai will electronically store all information related to applicants funded, track and report to the County as required monthly.

RIVERSIDE COUNTY  
OFFICE OF ECONOMIC DEVELOPMENT

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

**6. Unique features of the supply/service being requested from this supplier.**

Caravanserai uniquely provides services to underserved and under-resourced entrepreneurs across the Inland Empire. With their comprehensive outreach system, they have unique identifiers that connect with a wide audience of potential applicants who interact directly with Caravanserai. The County needs Caravanserai's vast access and knowledge towards underserved communities in connecting County entrepreneurs through their various partnered organizations like: Making Hope Happen Foundation, Get in Motion Entrepreneurs, First Bank, Visit Greater Palm Springs, and Arts Connection San Bernardino. Since 2021, there have been over 2,000 unique individuals who have attended Caravanserai's programs. Over 75% of these entrepreneurs are women, 80% BIPOC entrepreneurs (29% Black/African American, 49% Hispanic, 12% Asian). These programs are delivered in person or online, in English or in Spanish, to better meet the needs and interests of their beneficiaries but also to eliminate any potential barriers that would discourage them from taking advantage of the opportunities offered. Caravanserai, through its training programs, has provided various funding opportunities including the California Dream Fund, ETP, and Private Funding, with its unique experience in managing relief grant programs and technical assistance that is more than capable of accomplishing the County's goal. The Office of Economic Development proposes to use a total of \$450,000 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 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.

**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 unique experience in outreaching this demographic by providing training and technical assistance to under-resourced communities and can provide business support to grant awardees using American Rescue Plan Act (ARPA) funds. Through its comprehensive outreach that supports funding women, BIPOC, LGBTQ+, formally incarcerated, low income, and limited or non-English speaking individuals. This organization possesses the extensive experience and knowledge to provide Technical Assistance and Grant Management services to under-resourced entrepreneurs and small businesses in the County of Riverside. The Office of Economic Development cannot manage these grants internally as the department does not have the capacity to successfully complete these services. Caravanserai will provide services of dedicated staff to assist applicants with any issues, provide monthly reports including at the end of the performance period, and electronically store all documentation of awarded applicants. Caravanserai has successfully assisted Riverside County businesses with past partnerships and will provide each awardee with specialized trainings to assist in their business ecosystem development and support per ARPA requirements. Caravanserai has an existing system already in place with capacity and technical skills along with grant review expertise to successfully launch and manage these activities for the County.

**8. Period of Performance:** From: July 1, 2023 to June 30, 2026 (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:	FY23/24	FY24/25	FY25/26	FY__	FY__	Total
One-time Costs:						
<i>Administrative Fee</i>	\$30,000	\$65,000	\$22,500			\$117,500
Grants to be disbursed	\$100,000	\$142,500	\$90,000			\$332,500
Ongoing Costs:	N/A	N/A	N/A			
Previous SSJ Approved Amounts:	N/A	N/A	N/A			
Total Costs	\$130,000	\$207,500	\$112,500			\$450,000

#### 10. Price Reasonableness:

The fees for the services to be provided by Caravanserai are reasonable given that they will develop, oversee, and provide training and technical assistance services to County underserved and under-resourced entrepreneurs. Caravanserai grant management services will be a total of \$117,500; \$53,500 will be for fees to distribute \$332,500 of grant funds. Fees associated with the grant management services include \$50,000 towards 4 (four) Business Readiness Training Programs, and fees of \$14,000 for UCR-Extension Certification totaling \$117,500. Grant Management costs of \$53,500 encompasses all three fiscal years online management portal and administrative. The 4 (four) Business Readiness Training Program \$50,000 total costs will be divided at \$12,500 for each of the four programs. The training programs will last up to 8 weeks with nine 120-minute mandatory cohort workshops that include coaching sessions. The UCR-Extension Certification costs of \$14,000 is the estimated amount of 140 certificates given throughout the trainings at \$100 each. It is estimated that a total of 140 participants will successfully complete training and receive certificates, 70 of those participants qualifying for the offered grants. There will be 45 grants of \$3,500 and 25 grants of \$7,000 for a total estimated amount of 70 disbursed grants totaling \$332,500. There is no other entity like Caravanserai that service's these specific groups of clientele in our territory, as they have established specific outreach mechanisms with a credible network of partners. Grant management cannot be done internally as our current staff does not have the expertise, staffing, and system resources to provide the required case management for this project. Given the complexity of the technical aspects, hands-on work to review the vetting process, verifications for grant issuance, and sending out 1099's to all awardees that will be funded, the fees for the services are reasonable. Caravanserai's past and current experience in training programs for under-resourced County residents will allow the County to successfully launch an inclusive program for these entrepreneurs.

11. Projected Board of Supervisor Date (if applicable): 08/29/2023

(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

7.10.2023  
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:

Approved; with cost not to exceed FY limitations noted above.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Not to exceed:

☐ **One-time** \$ \_\_\_\_\_

☐ **Annual Amount** \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date) (If  
Annual Amount Varies each FY)

FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_

Meghan Hahn

7/13/23

24-017

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)

RIVERSIDE COUNTY  
OFFICE OF ECONOMIC DEVELOPMENT

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