

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



ITEM: 3.19
(ID # 25799)

MEETING DATE:
Tuesday, October 29, 2024

FROM : OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approve the ARPA Economic Recovery Funding Allocation for the University of California, Riverside - OASIS Innovation Initiatives, and Approve and Execute the Professional Services Agreement Between the Regents of the University of California, on Behalf of its Riverside Campus, and the County of Riverside for a Total Amount Not to Exceed \$500,000, Through Fiscal Year 26/27. All Districts. [\$575,000 Total Cost - 100% ARPA funds] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Allocation of \$575,000, from the American Rescue Plan (ARPA) Coronavirus Relief fund for Economic Recovery to Support Small Business Assistance through University of California, Riverside; and
2. Approve and Execute the Professional Services Agreement Between the Regents of the University of California, on Behalf of its Riverside Campus, and the County of Riverside for a Total Amount Not to Exceed \$500,000, Through Fiscal Year 26/27; 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 that do not Increase Costs to the County and do not Materially Change the Scope of Services, Subject to Approval as to Form by County Counsel; and
5. Approve and Direct the Auditor-Controller to Make Budget Adjustments as Shown on Schedule A.


ACTION: 4/5 Vote Required, Policy


Suzanne Holland, Director of Office of Economic Development 9/5/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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 29, 2024
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	\$ 237,500	\$ 237,500	\$ 575,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% ARPA Funds			Budget Adjustment: Yes	
			For Fiscal Year: 24/25 - 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (H.R. 1319) into law. The \$1.9 trillion package is intended to combat the COVID-19 pandemic, including 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 is recommending allocating \$500,000 for the University of California, Riverside for the Opportunity to Advance Sustainability, Innovation, and Social Inclusion (OASIS) Economic Development Initiative, which will focus on technical and commercialization assistance to entrepreneurs, innovators, students,

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and small business impacted by the pandemic, and will be delivered over three years for the following projects and programs:

- 1) \$500,000 to support the expansion of regional activities for the UCR OASIS Innovation Initiatives entrepreneurial support program including to provide mentoring and technical assistance for Riverside County startups and innovative small businesses in the clean tech space.

OASIS Project Summary and Update

OASIS is a public-private partnership led by the University of California Riverside (UCR) to drive regional economic development through solutions-driven applied research, innovation, entrepreneurship, and workforce development around sustainability, clean technology, and social inclusion (*Oasis.ucr.edu*).

The OASIS project is based on six pillars addressing regional challenges: Sustainable Transportation & Infrastructure, Renewable Energy and Fuels, Agriculture Technology and Food Security, Natural Resource Management, Community Health and Health Disparity, and Human Development. The pillars are intertwined with the principles of Sustainability, Innovation, Social Inclusion, and Workforce Development.

The OASIS Innovation will house the office of UCR's EPIC Small Business Development Center (SBDC). Thus, startups will receive specialized and dedicated commercialization assistance from EPIC SBDC's Entrepreneurs in Residence as well as access to entrepreneurial training. Furthermore, EPIC SBDC will also connect these entrepreneurs with test bed facilities as well as funding opportunities for these companies to conduct pilot studies under real conditions.

OASIS Innovation Initiatives/EPIC SBDC Program

The EPIC SBDC provides individualized support to early-stage tech entrepreneurs and companies in the region to grow their businesses at no cost. Services include specialized consulting, training programs and workshops, access to capital and SBIR/STTR assistance. The proposed funding will support the following activities:

- Conduct workshops throughout the county to uncover startups focused on OASIS business sectors and to recruit diverse entrepreneurs in particular women and minorities. Topics will include how to access SBIR/STTR grants, bootstrapping your startup to revenue, raising Angel and Venture Capital, Go-to-Market strategy, creating and testing your revenue model. Startups identified through workshops and training events that meet the criteria of the UCR EPIC Scale Accelerator will be encouraged to join this program.
- Outreach and business commercialization support to businesses in Riverside County. Business supported will include not only those focused on deep technology but also those that can benefit from incorporating technology as a key differentiator.

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- Specialized technical assistance, to facilitate testing and validation of products under real conditions for clean tech startups in the OASIS business sectors.

Impact on Residents and Businesses

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

Additional Fiscal Information

The proposed services will be funded entirely by ARPA funding from the United States Department of Treasury funds and will not impact the County's General Fund. A budget adjustment in the amount of \$237,500 is recommended to increase revenues and appropriate ARPA funding for contract costs through the end of fiscal year 24/25 and can be found in Schedule A below and attached. Future budgets will be \$237,500 in fiscal year 25/26, and \$100,000 for fiscal year 26/27 for a total project budget of \$575,000, which also allows for administration costs of \$75,000 over the first two years.

ATTACHMENTS:

- Schedule A Budget Adjustment
- UCR EPIC SBDC Professional Services Agreement

SCHEDULE A - Budget Adjustment

Fiscal Year 2024/2025

Increase estimated revenue:

21735-1901000000-763520	Fed-American Rescue Plan Act	\$237,500
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Increase in appropriations:

21735-1901000000-528500	Project Cost Expense	\$237,500
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Aaron Gettis, Chief of Deputy County Counsel 10/22/2024

PROFESSIONAL SERVICE AGREEMENT

for

OASIS INNOVATION INITIATIVES

between

COUNTY OF RIVERSIDE

and

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ON BEHALF OF ITS RIVERSIDE CAMPUS**



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This Agreement, made and entered into by and between the Regents of the University of California, on behalf of its Riverside campus; a nonprofit corporation, (herein referred to as "UCR"), 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 UCR shall provide all services as outlined and specified in Exhibit A, Scope of Service.

1.2 UCR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. UCR 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 UCR affirms that it is fully apprised of all of the work to be performed under this Agreement; and UCR agrees it can properly perform this work as stated in Exhibit A. UCR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the UCR's performance under this Agreement does not operate as a release of UCR'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 December 31, 2026, unless terminated earlier as outlined in Paragraph 6 below. UCR 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 UCR 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 the UCR \$200,000.00, the first year, \$200,000.00 the second year, and \$100,000.00 the third and final year. Maximum total payments by COUNTY to UCR shall not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), including all expenses. COUNTY 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 UCR's expenses related to this Agreement.

Payment must be made to "The Regents of the University of California", and be forwarded to:

University of California, Riverside
Main Cashier's Office
900 University Avenue
Student Services Bldg., Room 1111
Riverside, CA 92521

4. Quarterly Reporting

4.1 UCR shall provide quarterly reports detailing the expenditure of funds, meeting of milestones, and overall successes in accordance with Exhibit A. Upon receipt of such report, COUNTY shall provide payment promptly for the sums set forth in Paragraph 3.1 and Exhibit A and incurred by UCR as accounted for in UCR's standard invoice.

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

6. Termination

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

6.2 COUNTY may, upon five (5) days' written notice, terminate this Agreement for UCR's default, if UCR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not cure such failure within thirty (30) days of such notice. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

6.3 In the event that such failure cannot be cured, UCR 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.

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

6.5 UCR'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 UCR; or in the event of UCR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, UCR shall not be entitled to any further compensation under this Agreement.

6.6 If the Agreement is federally or State funded, UCR cannot be debarred from the System for Award Management (SAM). UCR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central UCR 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 UCR, and any new materials will be the intellectual property of the UCR.

8. Conduct of UCR

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

8.2 The UCR 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 UCR is doing business or proposing to do business, in accomplishing the work under this Agreement.

8.3 The UCR 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 UCR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the UCR's conformity with the terms of this Agreement. If any services performed or products provided by UCR are not in conformance with Exhibit A, Scope of Services, and the terms of this Agreement, the COUNTY shall have the right to require the UCR 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 UCR immediately to take all necessary steps to ensure future performance in conformity with Exhibit A, Scope of Services, and the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided.

9.2 UCR 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 UCR's performance under this Agreement at any time, upon reasonable notice to the UCR.

10. Independent Contractor/Employment Eligibility

10.1 The UCR 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 UCR (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 UCR 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 UCR 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 UCR 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. UCR 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. UCR shall retain all such documentation for all covered employees, for the period prescribed by the law.

11. Subcontract/Contract for Work or Services

11.1 In accordance with Exhibit A, Scope of Services, the UCR will require the work or services of third-party contractors. The UCR shall ensure that all applicable UCR policies, as well as all state and federal policies and regulations, are adhered to in the hiring of such contractors under this Agreement. The UCR shall proceed with the hiring of such contractors without the prior written approval of the COUNTY; but shall provide any information regarding the process or the contractors hired to the COUNTY, upon request. This provision shall not require the approval of contracts of employment between the UCR 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. Prior to filing any legal action related to this Agreement, any dispute relating to this Agreement, which is not resolved by the parties, shall be settled by mediation pursuant to California Evidence Code Section 1115 et seq. before resorting to arbitration or litigation. The mediator(s) shall assist the parties in reaching a settlement, but shall have no authority to make a binding decision or award. In the event such issue is not resolved through mediation, the parties shall have the right to seek all remedies available in law and equity.

13. Licensing and Permits

13.1 UCR 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. UCR certifies that it has all necessary

permits, approvals, certificates, waivers and exemptions necessary prior to its 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 UCR 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 UCR; and COUNTY shall in no way be responsible to UCR for other entities' purchases.

15. Non-Discrimination

15.1 UCR shall not 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 UCR 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 UCR's costs related to this Agreement. All such books, documents and records shall be maintained by UCR for at least five years following termination of this Agreement and be available for audit by the COUNTY. UCR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

17. Confidentiality

17.1 The UCR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. Any information considered proprietary or confidential by COUNTY shall be provided to UCR (i) in writing and clearly identified as such, or if orally disclosed, identified as proprietary or confidential at the time of disclosure and reduced to writing within thirty (30) days by COUNTY; and (ii) solely to the principal investigator, (hereinafter, "Confidential Information"). Notwithstanding the foregoing, Confidential Information shall not include any information which is, (a) published or otherwise available to the public other than by breach of this Agreement by UCR;

(b) rightfully received by UCR from a third party without confidential limitations; (c) independently developed by UCR; (d) known to UCR prior to its first receipt from COUNTY; (e) hereinafter disclosed by COUNTY to a third party without restriction on disclosure; f) approved for release by written authorization of COUNTY; or (g) required to be disclosed to the extent mandated by legal, accounting or regulatory requirements. UCR shall use reasonable efforts, in accordance with UCR'S treatment of its own confidential information to maintain its confidentiality, to prevent the disclosure of Confidential Information to third parties for a period of three (3) years from the date of disclosure of such Confidential Information.

17.2 The UCR 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 UCR shall not use such information for any purpose other than carrying out the UCR's obligations under this Agreement. The UCR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The UCR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

18. Administration/Contract Liaison

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

UCR

UNIVERSITY OF CALIFORNIA,
RIVERSIDE
Research & Economic Development
245 UNIVERSITY OFFICE BLDG.
Riverside, CA 92521-0217

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 UCR(s) form **DE 542** to the Employment Development Department. The UCR 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 UCR to timely submit the data and/or certificates required may result in the contract being awarded to another UCR. In the event a contract has been issued, failure of the UCR 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 UCR has any questions concerning this reporting requirement, please call (916) 657-0529. UCR 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 UCR 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 UCR, its officers, employees, agents or representatives arising out of and 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 only in proportion to and to the extent such liability, damage, claim, action, attorneys' fees, or action are caused by or result from the negligent or intentional acts or omissions of UCR, its officers, employees or agents. UCR shall defend the Indemnitees in any claim or action arising out of and in any way relating to this Agreement.

22.2 COUNTY agrees to provide UCR with prompt notice of any such claim or action and COUNTY agrees to cooperate fully in such defense. With respect to any action or claim subject to indemnification herein by UCR, UCR 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 UCR indemnification to Indemnitees as set forth herein. COUNTY retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

22.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe UCR'S obligations to indemnify and hold harmless the Indemnitees.

23. Insurance

23.1 Without limiting or diminishing the UCR'S obligation to indemnify or hold the COUNTY harmless, UCR 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 UCR has employees as defined by the State of California, the UCR 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 UCR'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 UCR 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 UCR 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, UCR'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) UCR shall cause UCR'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. UCR 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 UCR'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 UCR has become inadequate.

6) UCR 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) UCR 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 UCR 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 UCR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the UCR shall promptly refund the disallowed amount to the COUNTY on request.

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

24.5 UCR 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 UCR

warrants that it has good title to all materials or products used by UCR 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 UCR in the UCR's performance under this Agreement, including, if stated in the Agreement, providing the UCR with reasonable facilities and timely access to COUNTY data, information, and personnel.

24.8 UCR shall comply with all applicable Federal, State and local laws and regulations. UCR 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 UCR shall comply with the more restrictive law or regulation.

24.9 UCR 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 UCR 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 Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUE TA as amended from time to time. The CUETA authorizes use of an electronic

signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.


24.13 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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS RIVERSIDE CAMPUS,
a nonprofit corporation

By: 
Chuck Washington
Chairman

Signed by:

By: Ursula N. Prins
PreAward Manager - University of California
Riverside


Dated: 10/29/2024

Dated: 10/18/2024 | 3:56 PM PDT

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
ID#TBD /March 21, 2024
SSJ# TBD

Stephanie Nelson
Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICE

OASIS INNOVATION INITIATIVES

1. The University of Riverside (UCR) is seeking an investment of \$500,000.00 in funding from Riverside County to support activities related to the OASIS Economic Development Initiative. This investment will provide infrastructure, technical, and commercialization assistance, and workforce development to Riverside County's entrepreneurs, innovators, students, and small businesses that have been impacted by the pandemic.

Funds will be allocated toward the following activities as follows:

- a) \$250,000.00 to support the expansion of regional activities for the Entrepreneurial Proof of Concept and Innovation Center Small Business Development Center (EPIC SBDC) entrepreneurial support program.
- b) \$250,000.00 to provide mentoring and technical assistance for county startups and innovative small businesses in the clean tech space to help them test their products under real environments.

2. OASIS Project Summary and Update

The Opportunity to Advance Sustainability Innovation and Social Inclusion (OASIS) is a public-private partnership led by UCR's EPIC SBDC to drive regional economic development through solutions-driven applied research, innovation, entrepreneurship, and workforce development around sustainability, clean technology, and social inclusion (Oasis.ucr.edu).

The OASIS project is based on six pillars addressing regional challenges: Sustainable Transportation & Infrastructure, Renewable Energy and Fuels, Agriculture Technology and Food Security, Natural Resource Management, Community Health and Health Disparity, and Human Development. The pillars are intertwined with our principles of Sustainability, Innovation, Social Inclusion, and Workforce Development.

OASIS comprises several infrastructure and programmatic activities aimed to impact the region. The project has been awarded two grants from the State of California for \$15 million and \$47 million for site preparation and project definition of the OASIS Innovation Park. The project has also received \$1.5 million from the

Federal Community Project Funding for site preparation and workforce development training in air quality and sustainable logistics.

The park will house training facilities for the region's students, working adults, or adults looking for work pursuing re-skilling, particularly in areas related to clean technologies and sustainability. Participants can receive certificates or other types of credentials from UCR Extension and other partners.

The OASIS Innovation Park will also provide incubation space, maker space, and co-working space for startups that are looking to grow their businesses in the Inland Empire. Our target is for the space to house about 30 startups either from the region or attracted into the region by the unique facilities that the park will offer.

The fact that startups, and large companies will be co-located with state-of-the-art facility and faculty experts from the UCR College of Engineering -Center for Environmental Research and Technology and other UCR research centers in the area of sustainability, climate change, and sustainable goods movement, among others, will be a unique point of attraction for entrepreneurs and companies seeking to develop and commercialize their products in the region.

The Park will house the offices of UCR's EPIC SBDC. Thus, startups will receive specialized and dedicated commercialization assistance from EPIC SBDC's Entrepreneurs in Residence as well as access to entrepreneurial training. Furthermore, EPIC SBDC will also connect these entrepreneurs with test bed facilities as well as funding opportunities for these companies to conduct pilot studies under real conditions.

Meeting space in the park will facilitate the Startups and Company tenants' holding customer meetings as well as the opportunity to recruit students as interns or employees from UCR and other universities and community colleges in the region.

The park will be located within walking distance of the \$400 M+ building of the California Air Resources Board (CARB). The presence of the industry partners will provide internship and job opportunities for students and graduates and the whole project will promote regional economic development. Site preparation for the Park is expected to start in late fall of 2023 and to be completed by the end of 2025.

Other projects within the OASIS umbrella, include a \$1.8 Million grant from the Irvine Foundation awarded to UCR in December of 2021, to train and support local innovators and aspiring entrepreneurs launch startup companies in agriculture technology, air quality monitoring and sustainable logistics (<https://techpartnerships.ucr.edu/oasis-accelerator-educational-opportunities>).

The OASIS project has already served as the starting point for the pursuit of large federal funding opportunities, like the just launched \$160M Regional Innovation Engine competition from the National Science Foundation (NSF). A project led by UCR and with participation of the other UC campuses in Southern California (UCI, UCLA, and UCSD) has been invited to move to the full proposal level in such competition. We will also proactively seek other such opportunities of funding multiplying in this way this crucial and much appreciated state investment in OASIS.

Key to the efforts around OASIS and its goals of catalyzing innovation, is the creation of a robust infrastructure that supports the regions' innovators and entrepreneurs launch and grow sustainability focused ventures. Since 2017, UCR with the support from the Small Business Administration and the California Governor's Office of Business and Economic Development, has been managing the EPIC Small Business Development Center. The Center has supported over six hundred of the region's entrepreneurs across multiple

market verticals with commercialization assistance, access to capital and entrepreneurial education. In order to build a strong pipeline of innovative startups and skilled robust force across the different OASIS verticals across the Riverside County, we need to expand the capabilities of EPIC SBDC in terms of expertise in the commercialization of relevant technologies as well as build the presence in the form of startup advocates that will work with regional partners in the recruitment and support of local entrepreneurs.

3. UCR proposes to allocate \$500,000.00 of the funds requested from the County of Riverside as follows:

3.1 \$20,000.00 for direct outreach and to support **2 workshops** per quarter throughout the county that will help uncover early-stage startups focused on OASIS verticals and to recruit diverse entrepreneurs in particular women and minorities to join OASIS-affiliated programs. Furthermore, at least 2 webinars or info sessions will be conducted in the months before the OASIS Accelerator Launch to promote admission into the program.

- Target regions for delivery of workshops include Temecula/Murrieta, Corona, Palm Desert/Coachella/Valley, Riverside/Moreno Valley.
- Funds will be used to support UCR staff to conduct outreach, promotion, coordination, and delivery of the content.
- Workshops will be delivered in person or virtually for maximum reach.
- Workshops will be recorded and stored in the UCR Office of Technology Partnership's YouTube Channel for future reference.
- Speakers will include expert Executives in Residence from EPIC SBDC and subject matter experts.
- Topics will include how to access SBIR/STTR grants, bootstrapping your startup to revenue, raising Angel and Venture Capital, Go-to-Market strategy, creating and testing your revenue model and developing of an intellectual property strategy.

3.2 \$30,000 for direct outreach, preparation, and delivery of **3 bootcamps** for later stage startups and businesses in Riverside County. The three session bootcamp will focus on "Best Practices to Scale Up Businesses and availability of resources in the region.

- Recruitment will be conducted through collaboration with partners in the InSoCal Hub as well as using social media and direct emails.
- To be admitted into the workshop, the small business/startup needs to be incorporated, have paying customers and have the potential to scale. This information will be collected and verified through an application process submitted by the applicant, followed by an interview conducted with the workshop instructors and the Associate Vice Chancellor for the Office of Technology Partnerships and the Director of the EPIC SBDC.
- Program will be made available to all InSoCal Hub Partners in the region.
- Graduates of the program will have the opportunity to be referred to and receive mentorship from any of the ecosystem partners in the region.

3.3 \$200,000.00 towards outreach and business commercialization support for later stage startups and businesses in Riverside County. Startups and business supported will include not only those focused on deep technology but also those that can benefit from incorporating technology as a key differentiator.

Funds will be used for:

- \$25,000 for staff support for program management, targeted outreach and recruitment. This is for the Assistant Director for Outreach and Community Services at the UCR Office of Technology & Partnerships. The cost will be applied primarily towards salary and benefits of approximately 8% of their time.
- \$75,000 to support Entrepreneurs in Residence and Technology Commercialization experts that will provide counseling to companies admitted in the program. Entrepreneurs in Residence

are contractors to the university and are being paid at an approximate rate of \$100/hour. Their role is to provide commercialization assistance, mentorship and connections with potential customers, capital providers and strategic partners. These Entrepreneurs in Residence have extensive experience in the creation, growth, and management of technology companies. It is estimated that these mentors will provide approximately 300 hours of assistance per year.

- \$100,000 Funding to support CEO-in residences for at least four (4) high-growth technology companies over six months. • Experienced CEOs will be contracted on a temporary basis as contractors to the University to assist high potential companies, get organized, incorporated, help secure capital and start their process towards the market. This temporary engagement has proven to be very helpful for our companies who lack the resources to pay high caliber talent in their earlier stages of formation. Normally, the CEOs get a contract of \$25,000 for a period of 6-12 months (depending on the company) to give them time to secure financing and join the company full time. The rate is variable but averages approximately \$200 dollars per hour.
- 3.4 \$225,000 in specialized technical assistance to facilitate access to capital, customer validation and partnering opportunities for at least **15 startups** or small businesses in the OASIS Verticals.
- \$75,000 for UCR staff support for program management, company recruitment and facilitation of access to specialized test beds and technical facilities, including incubators and maker spaces. UCR will pay approximately 20% of the time of a Technical Expert with expertise in clean technology to support deep tech companies get technical expert support and access to specialized facilities so they can validate their produce under real conditions, thus increasing the probability of securing customers.
 - \$50,000 to contract grant writers and domain experts in securing SBIR/STTR, State, Federal and private grants to support commercial validation, pilot studies and partnering opportunities for small businesses and startups.
 - \$100,000 to support technical and business development experts in areas such as regulatory, corporate legal, intellectual property strategy, partnering, technology insertion (data, automation, cybersecurity, monitoring, internet of things) and commercialization strategy to support companies developing their scale up strategy. UCR will contract experts in intellectual property, pharmaceutical regulatory approval, agriculture, and animal regulatory matters, as well as domain experts in key leading technology areas, (cybersecurity, big data, internet of things, to advice the companies on how leverage leading technology to increase their competitiveness, how to protect their intellectual property and what regulatory hurdles they need to overcome to bring their products to market. Rates and hours vary per expert and per field. Normally, these experts deliver webinars available to all companies and selected companies can receive 5-10 hours of consultation. Internet of things is referred to a technology area in which low-cost sensors communicate with each other and to wireless devices through the internet. It is very useful for inventory management, connected devices like cars, agriculture monitoring.
 - \$25,000 for supplies, video documentation of case studies, webpage development, marketing materials, rental of venue for workshops, workshop materials, handouts.

4. Reporting

UCR will provide written quarterly reports of activities and expenditures conducted under this sponsorship. The reports shall be provided to the COUNTY's Office of Economic Development as identified in Section 19 of this Agreement. The first report is tentatively scheduled the first quarter after this Agreement has been fully executed.

4.1 All reports submitted are to include, but not be limited to the following:

- Project Name
- Specific task under this project name with status report
- Findings at the beginning
- Implementation of project tasks
- Results of the tasks
- Any new recommendations
- Copies of all expenditures including supporting documents such as invoices, flyers, etc.

Certificate Of Completion

Envelope Id: AD6017579DC14590BA2CFABF8B8AD99E	Status: Completed
Subject: Here is your signed document: UCR EPIC PSA v3 9.16.24_final.docx	
Source Envelope:	
Document Pages: 21	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Disabled	Envelope Originator:
Enveloped Stamping: Disabled	Ursula Prins
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	100 Phoenix Dr.Suite 111
	Lansing, MI 48108
	ursula.prins@ucr.edu
	IP Address: 184.59.197.209

Record Tracking

Status: Original 10/18/2024 3:53:35 PM	Holder: Ursula Prins ursula.prins@ucr.edu	Location: DocuSign
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Signer Events

Ursula N. Prins
ursula.prins@ucr.edu
PreAward Manager
The Regents of the University of California,
Riverside
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

Signed by:

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Signature Adoption: Pre-selected Style
Using IP Address: 184.59.197.209

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Signed: 10/18/2024 3:56:15 PM
Freeform Signing

In Person Signer Events

Signature

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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Rob Moran
rmoran@rivco.org
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
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Stephanie Nelson
stnelson@rivco.org
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Witness Events

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Notary Events

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Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	10/18/2024 3:56:15 PM
Completed	Security Checked	10/18/2024 3:56:16 PM

Payment Events	Status	Timestamps
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SCHEDULE A
Office of Economic Development
Budget Adjustment
Fiscal Year 2024/2025

Increase estimated revenue:

21735-1901000000-763520	Fed-American Rescue Plan Act	\$237,500
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Increase in estimated expenditures:

21735-1901000000-528500	Project Cost Expense	\$237,500
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