

ITEM: 3.49 (ID # 25829)

#### **MEETING DATE:**

Tuesday, December 03, 2024

Kimberly A. Rector

Clerk of the Board

FROM: OFFICE OF ECONOMIC DEVELOPMENT

**SUBJECT:** RIVERSIDE COUNTY OFFICE OF ECONOMIC DEVELOPMENT: Approve the ARPA Funding Allocation and Agreement for the Inland Empire Center for Entrepreneurship - Entrepreneurial Resource Center and Transition the Existing Palm Desert iHub to Become the ERC, through Fiscal Year 25/26. All Districts. [\$384,100 Total Cost - 100% ARPA funds] (CEQA Exempt) (4/5 Vote Required)

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

1. Approve and Obligate \$384,100 from American Rescue Plan Act (ARPA) Funds Economic Recovery to support small business assistance through California State University, San Bernardino's Inland Empire Center for Entrepreneurship for the Entrepreneurial Resource Center (ERC), and transition the existing Palm Desert iHub to become the ERC; and

Continued on page 2

ACTION:4/5 Vote Required

Suganne Golland

\_\_\_\_\_

#### MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez seconded by Supervisor Spiegel 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: Absent: None None

Date:

December 3, 2024

XC:

OED

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

- Approve the Attached Agreement by and between, California State University, San Bernardino's Inland Empire Center for Entrepreneurship, and the County of Riverside (ERC Agreement), and authorize the Chairman of the Board of Supervisors to execute said agreement on behalf of the County in an amount not to exceed \$334,000, through December 31, 2026; and
- 3.. Authorize the Director of the Riverside County Office of Economic Development, or designee, to take necessary steps to Implement and Administer the ERC Agreement Including Signing and Executing any Future Non-Substantive Amendments within the Agreement 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,
- 4. Approve and Direct the Auditor-Controller to make Budget Adjustments as Shown on Schedule A.

FINANCIAL DATA	Curre	nt Fiscal Year:	Next F	iscal Year:	Total C	Cost:	Ongoin	g Cost	
COST	\$	192,050	\$	192,050	\$	384,100		\$	0
NET COUNTY COST		\$ 0		\$ 0		\$ 0		\$	0
SOURCE OF FUNDS:	100%	ARPA		•	Вι	ıdget Adju	stment:	Yes	
					Fo	r Fiscal Ye	ar: 24/25	- 25/2	6

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 \$334,000 of that funding for California State University, San Bernardino's Inland Empire Center for Entrepreneurship (IECE) and School of Entrepreneurship (SOE), for the Entrepreneurial Resource Center, and transition the existing iHub to become the ERC – Greater Palm Desert Area, powered by the City of Palm Desert and the County of Riverside.

The Inland Empire Center for Entrepreneurship (IECE) at California State University San Bernardino will provide resources and support for entrepreneurs and small business owners located in Riverside County. The goal is to aid aspiring and existing small business owners through business counseling and specialized business assistance programs to help them recover from the pandemic and build sustainable resilience to navigate and survive future economic challenges. The proposed activities and services will be delivered by IECE's premier programs – the Coachella Valley Small Business Development Center (CVSBDC), the Coachella Valley Women's Business Center (CVWBC), Enterprise Funding Corporation/AmPac – and in addition to providing new services and programs, will leverage IECE's existing infrastructure, staff, faculty, and funding support.

## Entrepreneurial Resource Center (ERC) – Transition the Existing Palm Desert iHub to become the ERC

The first ERC, officially launched in January 2024, is an innovative partnership between the County, City of Temecula and CSUSB. It emerged due to the need to provide a centrally located and easily accessible hub for small business training and technical assistance. The ERC brings together a wide range of entrepreneurial support organizations to provide a complete set of training, technical assistance, and access to resources for small business owners and entrepreneurs. This solves the issue of a historical lack of coordination among organizations working to support entrepreneurship that often resulted in duplicative efforts and disjointed programming that was difficult to access and navigate for business owners. Overall, the goal of the ERC is to improve access to resources for all aspiring and existing

entrepreneurs, increase the rate of business creation, and foster greater success and long-term sustainability for local small businesses.

The transition of the iHub into the newest ERC will be anchored by the IECE—one of the largest university-based Centers for Entrepreneurship in the world and the most experienced and comprehensive entrepreneurial technical assistance provider in the Inland Empire —and the globally recognized SOE, which remains the first and only school of its kind in the state. The extensive array of entrepreneurial support programs offered by the IECE and SOE encompasses every stage of company formation and growth. Over the last two years in the Coachella Valley, the programs of the IECE have impacted more than 1,000 business owners, resulted in over 50 startups, and an economic impact of over \$8 million. Together the IECE and SOE will work with partner entrepreneurial support organizations, including the County's Coachella Valley Small Business Development Center (CVSBDC) to set clear objectives, develop programming, and deliver services with tangible results. The main goals of the programs are to:

- Ensure that all current and aspiring small business owners have consistent access to the resources they need to start and grow their businesses.
- Provide long-term small business support that ensures sustainable success.
- Address disparities in small business ownership and entrepreneurship through a deliberate focus on Latinos and others from underrepresented groups.
- As appropriate, integrate existing entrepreneurial support organizations working within the region (e.g., UCR EPIC SBDC and Accelerate iHub, Coachella Valley SBDC) into the services/program structure of the ERC to establish a clear and easyto-access continuum of support for small business owners.

The proposed location for the ERC is the existing Palm Desert iHub location, which consists of 10,290 square feet of office, lab, classroom training, and conference room space in the City of Palm Desert. This is located directly across the street to CSUSB's Palm Desert Campus. Currently the location has 15-20 people working in the facility, which includes the IECE and SOE project team, Coachella Valley Women's Business Center (CVWBC) team, Enterprise Funding Corporation/AmPac, CSUSB academic programs, and coworking space long-term tenants.

#### **Program Cost**

The program cost of \$334,000 is allocated to provide direct small business support services through the Entrepreneurial Resource Center in Palm Desert. There is no allocation of program funding for construction, furnishings, or other associated costs such as moving, rent, and equipment.

All services are focused on small business technical assistance, which is the delivery of:

- · One-one one small business counseling
- Short- and long-term small business training workshops and seminars
- Business mentoring
- Specialized support programs for small business owners and startups, including but not limited to:
  - Mini-MBA in Entrepreneurship and Business Growth multi-session course
    that gives business owners the professional knowledge and management skills
    they need to grow an existing business. (Spring 2024)
  - Financial Fitness Boot Camp workshop for small business owners focused on financial literacy and financial management basics. (Ongoing)
  - The Veterans Entrepreneurship Program designed for veterans, aims to
    equip veterans, active duty member and their spouse with the skills, knowledge,
    and mindset necessary to navigate the entrepreneurial landscape successfully.
    Spanning over five months, the curriculum is divided into two phases, with the
    initial month focusing on foundational workshops and the subsequent four
    months dedicated to deeper exploration and individualized consulting. (Fall 2024)
  - It's Your Time: An Entrepreneurship Training Series 90-day program to help women start and grow their own businesses and become successful entrepreneurs. (Spring 2024)
  - CSUSB School of Entrepreneurship Student Startup Initiative specially
    designed program that supports emerging student ventures with access to expert
    resources, office space and incubation services. (Ongoing)
  - Accelerate: Take your Business to the Next Level six-week program to help female-owned businesses grow by providing intensive guidance, support, and structure.
  - Center for Contracting Helps small businesses with contract readiness and securing contracts.
  - First Steps Family Childcare Program multi-session program that helps individuals learn essential information required to open and operate a family childcare facility in California.

- *¡Tú Si Puedes!* A focused program offered in Spanish with the goal of helping women entrepreneurs become business owners. Participants attend a minimum of 12 workshops, work individually with a business counselor for at least two hours, complete a dream map, and write a business plan.
- Student Consulting Teams students from the CSUSB Palm Desert campus, working under the supervision of faculty from the School of Entrepreneurship, will work on special projects and provide consulting services to local small business owners.

#### 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 \$192,050 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 attached Schedule A. The additional funding is requested for FY25/26. The total amount includes \$50,100 for overhead costs for the Office of Economic Development.

#### Annual Agreement costs are as follows:

FY 2024/25	\$192,050
FY 2025/26	\$192,050
TOTAL	\$384,100

#### ATTACHMENTS:

- PSA for Entrepreneurial Resource Center between County of Riverside and University Enterprises Corporation at CSUSB, on behalf of the Inland Empire Center for Entrepreneurship at California State University San Bernardino
- Schedule A Budget Adjustment

#### Schedule A Budget Adjustment

SCHEDULE A

Office of Economic Development Budget Adjustment Fiscal Year 2024/2025

Increase estimated revenue:

21735-1901000000-763520 Fed-American Rescue Plan Act \$192,050

Increase in Appropriations:

21735-1901000000-528500 Project Cost Expense \$167,000 21735-1901000000-537180 Interfnd Exp – Salary Reimb 25,050

Haron Gettis

Aaron Gettis, Chief of Depuls Carinty Counsel 10/24/2024

#### PROFESSIONAL SERVICE AGREEMENT

for

#### ENTREPRENEURIAL RESOURCE CENTER

between

#### **COUNTY OF RIVERSIDE**

and

## UNIVERSITY ENTERPRISES CORPORATION AT CSUSB, ON BEHALF OF THE INLAND EMPIRE CENTER FOR ENTRPRENEURSHIP AT CALIFORNIA STATE UNIVERSITY SAN BERNARDINO



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This Agreement is made and entered into this \_\_\_\_\_day of \_\_\_\_\_\_, 2024, by and between UNIVERSITY ENTERPRISES CORPORATION AT CSUSB ON BEHALF OF INLAND EMPIRE CENTER FOR ENTREPRENEURSHIP, a nonprofit corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). 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.
- 1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work as stated in Exhibit A. CONTRACTOR is not to perform services or provide products outside of the Agreement.
- 1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

#### 2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both Parties and continues in effect through October 31, 2026, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both Parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

#### 3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit A, Scope of Services. This agreement is a two (2) year contract that will compensate a maximum of One Hundred Sixty Seven Thousand Dollars (\$167,000.00)per fiscal year to be invoiced and paid annually. Maximum total payments by COUNTY to CONTRACTOR shall not exceed THREE HUNDRED THIRTY-FOUR THOUSAND DOLLARS (\$334,000.00) including all expenses. First payment under this Agreement shall commence upon execution

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

- 3.2 Intentionally Omitted.
- 3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR, 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 acceptance of invoice in compliance with Paragraph 3.3 (a) has been made by COUNTY. For this Agreement, send the original 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

- 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 submitted annually; first invoice upon execution of Agreement and second invoice in the 2025-2026 Fiscal Year.
- 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 "yearly". 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 30th of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### 4. Monthly Reporting

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

#### 5. Alteration or Changes to the Agreement

- 5.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or their designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.
- 5.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, they may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall prevent the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

#### 6. Termination

- **6.1**. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.
- **6.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.
  - 6.3 After receipt of the notice of termination, CONTRACTOR shall:
    - (a) Stop all work under this Agreement on the date specified in the notice of termination; and
    - (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
- **6.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- 6.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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- 6.6 This Agreement is federally funded therefore, 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 (ORCA), 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. CONTRACTOR will also use the System for Award Management (SAM) to screen Covered Individuals per Section 9.4.
- 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. 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 federal programs and has not been reinstated after a period of exclusion, suspension, debarment, or ineligibility. Covered Individuals shall mean an employee, contractor, subcontractor, or agent of CONTRACTOR participating in any activity associated with this Agreement.
- 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 Not Used.
- 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

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

#### 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 the senior management of the Parties. Any dispute relating to this Agreement, which is not resolved by the Parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. With the exception of payments owed to CONTRACTORthe decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so

grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

#### 12. <u>Licensing and Permits</u>

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

#### 13. Use By Other Political Entities

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

#### 14. Non-Discrimination

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

#### 15. Records and Documents

15.1 CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books,

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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

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

#### 18. Notices

18.1 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**

Robert Moran, Deputy Director Office of Economic Development

#### CONTRACTOR

University Enterprises Corporation at CSUSB on behalf of Inland

3403 10<sup>TH</sup> Street, Suite 400

Riverside, CA 92501

Telephone: (951) 955-6673

Email: rmoran@rivco.org

Empire Center for Entrepreneurship 5500 University Parkway

San Bernardino, CA 92407

#### 19. Force Majeure

19.1 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.

#### 20. EDD Reporting Requirements

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

#### 21. Hold Harmless/Indemnification

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

- 21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.
- 21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- 21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

#### 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 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

#### D. Reserved.

#### E. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country'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 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.

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

Chuck Washington

Chairman

Dated:

ATTEST:

Kimberly A. Rector Clerk of the Board

By:

APPROVED AS TO FORM:

Minh C. Tran County Counsel

Stephanie Nelson

Deputy County Counsel

UNIVERSITY ENTERPRISES CORPORATION AT CSUSB,

a nonprofit corporation

Diane Trujillo

Director, Sponsored Programs Administration

Dated: 10/30/2024

### **EXHIBIT A**

(behind this page)

#### EXHIBIT A SCOPE OF SERVICE

#### INLAND EMPIRE CENTER FOR ENTRPRENUERSHIP

The following proposal from the Inland Empire Center for Entrepreneurship (IECE) and the School of Entrepreneurship (SOE) at California State University San Bernardino (CSUSB) will expand existing resources and support for entrepreneurs and small business owners located in the Coachella Valley region of Riverside County.

The goal is to aid aspiring and existing small business owners through business counseling, training, and specialized business assistance programs to help them continue recovery from the pandemic and build sustainable resilience to navigate and survive future economic challenges.

The proposed activities and services in this proposal will be delivered by the various programs of the IECE and SOE, including premier programs such as the Coachella Valley Women's Business Center (CVWBC), Center for Contracting and International Trade Development – and in addition to providing new services and programs, will leverage our existing infrastructure, staff, faculty and funding support in the Coachella Valley (\$350,000.00 annually, ongoing) as well as an existing investment of the City of Palm Desert (\$460,000.00 annually) for the operation of the Palm Desert iHub (Innovation Hub). Both existing investments are dedicated to support the development of entrepreneurs and small business owners in the Coachella Valley.

Thus, the County is investing in a well-established, impactful program and leveraging a wide range of State, Federal, and local funds currently invested in the IECE and SOE. Both the IECE and the SOE are recognized as leaders in providing support and resources to entrepreneurs, with rankings as a Top 50 program globally (#38) by The Princeton Review and Entrepreneur Magazine, as well as being selected as a Top 35 program for fostering entrepreneurship and innovation by AACSB International.

Total Number of Initiatives Supporting Entrepreneurship/Ecosystem Building: 1 Total Funding: \$334,000.00 (annual cost – approximately \$167,000.00) Funding period: 2 years

1. Entrepreneurial Resource Center (ERC) – transition the existing Palm Desert iHub to become the ERC – Greater Palm Desert Area, powered by the City of Palm Desert and the County of Riverside.

#### **Project Overview**

In late 2021, the City of Palm Desert launched the Palm Desert iHub, which is designed to support entrepreneurship and small business, attract technology-based entrepreneurial startup businesses, promote the creation of high wage-earning jobs, and to house emerging programs in cybersecurity, entrepreneurship, and hospitality management from Cal State San Bernardino's Palm Desert Campus (PDC). In addition, the iHub serves as a coworking space for established and emerging businesses and incubator for startups. From 2021 through 2023, the iHub was managed by the Coachella Valley Economic Partnership (CVEP).

In January 2024, at the request of the City of Palm Desert, the IECE and the SOE at CSUSB took over administration of the iHub and is responsible for managing the operations of the facility, which includes delivering programs to support the development of local entrepreneurs, small businesses, and students in the

aforementioned programs that are working on scalable startups, as well as managing the coworking and incubator operations.

During its first quarter of operation under CSUSB, the iHub has achieved several significant milestones, including increasing the number clients served, adding new entrepreneurial support programs and services, relocating the existing Coachella Valley Women's Business Center (CVWBC) operations to the iHub, recruiting a key small business funding resource to be resident in the facility (Enterprise Funding/AmPac), and increasing the occupancy rates of the coworking space.

With the existing infrastructure of an established, well-recognized physical location dedicated to supporting entrepreneurship and innovation in the region, substantive current investment from both the City of Palm Desert (approximately \$460,000.00 annually for facility and management costs) and CSUSB's IECE and SOE (\$350,000.00 of technical assistance program funding annually), and the expertise of the IECE and SOE in delivering technical assistance programs to support entrepreneurs and small business owners, we believe there is an incredible opportunity to transform the current Palm Desert iHub into the newest Entrepreneurial Resource Center (ERC) in Riverside County.

The first ERC, officially launched in January 2024, is an innovative partnership between the County, City of Temecula and CSUSB. It emerged due to a need to provide a centrally located and easily accessible hub for small business training and technical assistance. The ERC brings together a wide range of entrepreneurial support organizations to provide a complete set of training, technical assistance, and access to resources for small business owners and entrepreneurs. This solves the issue of a historical lack of coordination among organizations working to support entrepreneurship that often resulted in duplicative efforts and disjointed programming that was difficult to access and navigate for business owners. Overall, the goal of the ERC is to improve access to resources for all aspiring and existing entrepreneurs, increase the rate of business creation, and foster greater success and long-term sustainability for local small businesses.

The transition of the iHub into the newest ERC will be anchored by the IECE—one of the largest university-based Centers for Entrepreneurship in the world and the most experienced and comprehensive entrepreneurial technical assistance provider in the Inland Empire—and the globally recognized SOE, which remains the first and only school of its kind in the state. The extensive array of entrepreneurial support programs offered by the IECE and SOE encompasses every stage of company formation and growth. Over the last two years in the Coachella Valley, the programs of the IECE have impacted more than 1,000 business owners, resulted in over 50 startups, and an economic impact of over \$8 million. Together the IECE and SOE will work with partner entrepreneurial support organizations, including the County's Coachella Valley Small Business Development Center (CVSBDC) to set clear objectives, develop programming, and deliver services with tangible results.

For many years, entrepreneurial support organizations in the region have worked largely in isolation, though a small number have focused on leveraging the programming and resources of larger, more established organizations. The ERC will convene these actors to create a well-defined and well-coordinated continuum of services capable of supporting businesses across their entire lifecycle. It will also work with the County of Riverside to connect local Latino and Black vendors to contract-readiness programming and procurement-focused sales opportunities.

#### Key Objectives of the ERC

- Ensure that all current and aspiring small business owners have consistent access to the resources they need to start and grow their businesses.
- Provide long-term small business support that ensures sustainable success.
- Address disparities in small business ownership and entrepreneurship through a deliberate focus on Latinos and others from underrepresented groups.
- As appropriate, integrate existing entrepreneurial support organizations working within the region (e.g., UCR EPIC SBDC and Accelerate iHub, Coachella Valley SBDC) into the services/program structure of the ERC to establish a clear and easy-to-access continuum of support for small business owners.

#### Location, Size and Scope

The ERC will be located in the existing Palm Desert iHub location, which consists of 10,290 square feet of office, lab, classroom training, and conference room space at 37023 Cook St Suite 102, Palm Desert, CA 92211. This is located directly across the street to CSUSB's Palm Desert Campus. Currently the location has 15-20 people working in the facility, which includes the IECE and SOE project team, Coachella Valley Women's Business Center (CVWBC) team, Enterprise Funding Corporation/AmPac, CSUSB academic programs, and coworking space long-term tenants.

#### **Program Components**

The ERC, at its core, will provide both short and long-term business counseling and training services offered by the IECE and SOE, including programs such as the Coachella Valley Women's Business Center (CVWBC) that will assist business owners at every stage of development, from startup to growth. In addition, we will provide a range of specialized programs. Current specialized programs being offered at the Palm Desert iHub include:

- Mini-MBA in Entrepreneurship and Business Growth multi-session course that gives business owners the professional knowledge and management skills they need to grow an existing business. (Spring 2024)
- Financial Fitness Boot Camp workshop for small business owners focused on financial literacy and financial management basics. (Ongoing)
- The Veterans Entrepreneurship Program designed for veterans, aims to equip veterans, activeduty member and their spouse with the skills, knowledge, and mindset necessary to navigate the entrepreneurial landscape successfully. Spanning over five months, the curriculum is divided into two phases, with the initial month focusing on foundational workshops and the subsequent four months dedicated to deeper exploration and individualized consulting. (Fall 2024)
- It's Your Time: An Entrepreneurship Training Series 90-day program to help women start and grow their own businesses and become successful entrepreneurs. (Spring 2024)
- CSUSB School of Entrepreneurship Student Startup Initiative specially designed program that supports emerging student ventures with access to expert resources, office space and incubation services. (Ongoing)

#### **Additional Program Components**

In addition to our core services and current specialized programs noted above, we anticipate adding additional programs to the ERC service offerings, such as:

- Accelerate: Take your Business to the Next Level six-week program to help female-owned businesses grow by providing intensive guidance, support, and structure.
- Center for Contracting Helps small businesses with contract readiness and securing contracts.
- First Steps Family Childcare Program multi-session program that helps individuals learn essential information required to open and operate a family childcare facility in California.
- ¡Tú Si Puedes! A focused program offered in Spanish with the goal of helping women entrepreneurs become business owners. Participants attend a minimum of 12 workshops, work individually with a business counselor for at least two hours, complete a dream map, and write a business plan.
- Student Consulting Teams students from the CSUSB Palm Desert campus, working under the supervision of faculty from the School of Entrepreneurship, will work on special projects and provide consulting services to local small business owners.
- Other entrepreneurial support programs and services based on need/demand.

Overall, we envision that a minimum of 500 entrepreneurs will be served annually through the ERC – Greater Palm Desert Area, with small business owners receiving access to free business counseling, training and mentoring programs.

#### **Program Cost**

The program cost of \$334,000 is allocated to provide direct small business support services through the Entrepreneurial Resource Center in Palm Desert. There is no allocation of program funding for construction, furnishings, or other associated costs such as moving, rent, and equipment.

All services are focused on small business technical assistance, which is the delivery of:

- One-one one small business counseling
- Short- and long-term small business training workshops and seminars
- Business mentoring
- Specialized support programs for small business owners and startups such as those outlined in the
  previous section, including but not limited to: Mini-MBA in Entrepreneurship, Veterans
  Entrepreneurship Program, It's Your Time: An Entrepreneurship Training Series, and ¡Tú Si Puedes!

The goal of these services is to help with the creation of new enterprises and the expansion of existing small businesses in the Coachella Valley region, particularly those small businesses that are still recovering from the effects of the pandemic and the economic changes caused by it. As needed, we will expand service delivery and or implement new training/counseling services to provide the most comprehensive support possible to the small business community.

All the current small business technical assistance services we provide (business counseling and training) are delivered through the Palm Desert iHub location (37023 Cook Street, Suite 102, Palm Desert, California 92211). As noted earlier in this proposal, our intent and the usage of funds is to fully expand the scope of the iHub to become a comprehensive Entrepreneurial Resource Center (ERC), which provides a more inclusive suite of business assistance services and programs to all small businesses in the Coachella Valley.

The already funded IECE programs (such as the CVWBC) are being supplemented by the County's ARPA funding. This funding helps to match our current investment of nearly \$600K in federal, state, and local funds annually that are used to deliver services at this location. All existing program positions within the IECE that provide direct services to small businesses through business counseling and training have predetermined rates of pay based on their position classification through our University Enterprises Corp and CSUSB.

In addition to seeking ongoing funding through various grants for the long-term sustainability of the program, the City of Palm Desert, IECE and SoE are exploring a future location that would provide a larger facility location for the ERC.

#### Reporting Metrics

The IECE and SOE will provide a quarterly report (and summary annual report) that will include the following data:

- a) Business Startups
- b) Businesses Assisted Counseling
- c) Business Networking/Training Events
- d) Attendees at Training Events & Workshops
- e) Client Economic Impact
- f) SBA Loans
- g) Business Loans
- h) Other Capital/Equity Capital/Investment
- i) Government/Procurement Contracts
- i) Increase in Sales
- k) Jobs Supported (created/retained)
- 1) Minority-Owned Firms Assisted and Women-Owned Firms Assisted
- m) Client success story narratives (as applicable)
- n) Additional program information, as appropriate

# SCHEDULE A Office of Economic Development Budget Adjustment Fiscal Year 2024/2025

Increase	estimated	revenue.
IIICI Casc	cstilliateu	ievenue.

21735-1901000000-763520 Fed-Americ	can Rescue Plan Act	\$192,050
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#### Increase in Appropriations:

21735-1901000000-528500	Project Cost Expense	\$167,000
21735-1901000000-537180	Interfnd Exp – Salary Reimb	25,050