



Sandra Rivera
Interim Agency Director

Agenda Item _____ June 28, 2022

224 West Winton Ave
Room 110

June 14, 2022

Hayward, California
94544-1215

Honorable Board of Supervisors
Administration Building
1221 Oak Street, Suite 536
Oakland, California 94612

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510.670.5333

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510.670.6374

Dear Board Members:

www.acgov.org/cda

SUBJECT: APPROVE PROCUREMENT CONTRACT NO. 24007 WITH CALIFORNIA STATE UNIVERSITY, EAST BAY FOUNDATION, INC. TO PROVIDE SMALL BUSINESS WORKSHOPS, FOOD BUSINESS ENTREPRENEURIAL TRAINING ACADEMY, AND SMALL BUSINESS TECHNICAL ASSISTANCE INCLUDING COVID19 RECOVERY EFFORTS AND ADOPT RESOLUTION WAIVING THE COMPETITIVE BID PROCESS TO PROCURE CONTRACTED CSUEB FOUNDATION SERVICES

RECOMMENDATION:

1. Approve the Standard Services Agreement (Procurement Contract No. 24007) with California State University, East Bay Foundation, Inc.(Principal: Chandra Khan, Ph.D., Associate Vice President, Research & Sponsored Programs; Location: Hayward), under sole source exemption, for Small Business Workshops, Food Entrepreneurial Training Academy, and Small Business Technical Assistance including COVID 19 recovery efforts for the period of 7/1/2022 – 6/30/2024, in not to exceed amount of \$180,000
2. Adopt the resolution to waive Alameda County’s competitive procurement process for the California State University, East Bay Foundation Standard Services Agreement.

DISCUSSION/SUMMARY:

The Community Development Agency’s (CDA) Economic and Civic Development Department (ECD) provides workshops, training, one-on-one business counseling and technical assistance to businesses and residents through East Bay Small Business Development Center (EBSBDC). EBSBDC is a subsidiary of the federal Small Business Administration’s Office of Small Business Development Centers, which requires EBSBDC to have a host organization to receive and process contract payments. California State University East Bay is serving that role as a host organization.

In Fiscal Years (FYs) 2022-2023 and 2023-2024, EBSBDC will offer ten Small Business Workshops with a variety of topics. At least two of the workshops will be

taught by a Spanish-speaking instructor. All of the workshops are free, and participants can request additional one-on-one business counseling with EBSBDC's technical advisors.

Building on the successful launch of the Food Entrepreneurial Training Academy (FETA) in the fall of 2015, EBSBDC plans to offer eight Academies in FYs 2022-2024 online or at various locations throughout the County. FETA is a unique, intensive 10-session seminar for start-up food businesses and entrepreneurs. Participants learn the basics of day-to-day business management, including managing finances and how to price, package and market food products. FETA graduates will also be offered the opportunity to meet with EBSBDC's technical advisors for additional one-on-one counseling and coaching. EBSBDC will provide up to 180 hours of technical assistance, including one-on-one counseling for Small Business Workshop participants and graduates of the FETA, and other clients referred by ECD staff. EBSBDC will assist ECD with COVID-19 recovery efforts and special projects and expert analysis of new opportunities such as business incubators and accelerators.

SELECTION CRITERIA AND PROCESS:

Humboldt State University's Sponsored Programs Foundation (HSUSPF) oversees the federal Small Business Administration programs within northern California with partners such as California State University East Bay (CSUEB). The partnership of HSUSPF and CSUEB will begin 7/1/22. The General Service Agency (GSA) - Office of Acquisition and Procurement issued CSUEB a SLEB Waiver #8274 and the Sole Source Waiver #8262 valid through 6/30/24.

FINANCING:

The funding for this contract is included in CDA's FY 2022-2023 Proposed Budget (\$90,000) and the remaining (\$90,000) will be requested in subsequent fiscal year. No additional appropriations are needed and there is no additional Net County Cost, as a result of this action

VISION 2026 GOAL:

Small business development services for the urban unincorporated areas of the County meet the 10X goal pathway of **Employment for All** in support of our shared vision of a **Prosperous and Vibrant Community**.

Very truly yours,

DocuSigned by:
Sandra Rivera

46218785DCDF437...
Sandra Rivera, Interim Director
Community Development Agency

cc: Susan S. Muranishi, County Administrator
Donna R. Ziegler, County Counsel
Melissa Wilk, Auditor-Controller
Laura Lloyd, County Administrator's Office
Heather Littlejohn Goodman, Office of the County Counsel
Lucy Romo, Community Development Agency

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2022, is by and between the County of Alameda, hereinafter referred to as the “Agency”, and California State University, East Bay Foundation, Inc. hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, Agency desires to obtain Small Business Workshops, Food Business Entrepreneurial Training Academies, and Technical Assistance services which are more fully described in Exhibit A hereto; and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to Agency; and

Now, therefore it is agreed that Agency does hereby retain Contractor to provide Small Business Workshops, Food Business Entrepreneurial Training Academies, and technical assistance services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Scope of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements

The term of this Agreement shall be from July 1, 2022 through June 30, 2024.

The compensation payable to Contractor hereunder shall not exceed One Hundred and Eighty Thousand Dollars (\$180,000.00) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**ALAMEDA COUNTY
BOARD OF SUPERVISORS**

**CALIFORNIA STATE UNIVERSITY,
EAST BAY FOUNDATION, INC.**

By: _____
President, Board of Supervisors

DocuSigned by:
Chandra Khan, PhD, Research and Sponsored P
By: _____
08C626A691B942F...
Chandra Khan, PhD, Associate Vice President,
Research & Sponsored Programs

Date: _____

6/3/2022
Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

APPROVED AS TO FORM:

Donna R. Ziegler, County Counsel

DocuSigned by:
Rachel Sommovilla
44956E86AA3D4D9
By: Rachel H. Sommovilla
Deputy County Counsel

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the Agency in any capacity whatsoever, and Agency shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold Agency harmless from any and all liability which Agency may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of Agency.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of Agency is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the Agency concerned.

Notwithstanding the foregoing, if the Agency determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, Agency may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may

participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the Agency maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from Agency any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold Agency harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement.

This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Agency the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
 8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
 9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
 10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
 11. **OWNERSHIP OF DOCUMENTS:** Contractor and Agency agree to jointly hold all copyright and other use rights developed as part of this agreement, in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) prepared by the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor agrees to take such further steps as may be reasonably requested by Agency to implement the aforesaid rights. The Agency's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the Agency the aforesaid rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the Agency harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall defend, indemnify and hold the Agency harmless from any claims for infringement of patent or copyright arising out of materials produced pursuant to this contract.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the Agency that Contractor has no present, and will have no future, conflict of interest between providing the Agency services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the Agency, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the Agency will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the Agency by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the Agency hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by

the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To Agency: **ALAMEDA COUNTY
COMMUNITY DEVELOPMENT AGENCY**
224 W. Winton Avenue, Room #110
Hayward, CA 94544
Attn: Eileen Dalton, Director

To Contractor: **CALIFORNIA STATE UNIVERSITY, EAST BAY
FOUNDATION, INC.**
25800 Carlos Bee Boulevard
Hayward, CA 94542
Attn: Chandra Khan, PhD, Associate Vice President,
Research & Sponsored Programs

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

- b. Contractor shall, if requested to so do by the Agency, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the Agency, Contractor shall provide the Agency with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County Agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the Agency, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the Agency, and shall furnish to the Agency, its authorized agents, officers or employees such other evidence or information as the Agency may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with Agency requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the Agency, make such books and records available to the Agency for inspection at a location within County or Contractor shall pay to the Agency the reasonable, and necessary costs incurred by the Agency in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The Agency further reserves the right to examine and reexamine said books, records and data during the three (3) year period

following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the Agency, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the Agency makes the final or last payment or within three (3) years after any pending issues between the Agency and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to Agency for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by Agency), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the Agency's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The Agency has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the Agency should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Small Business Workshops, Technical Assistance and Food Business Entrepreneurial Training Academy shall not exceed \$78,425.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been approved by County to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. Please reference SLEB Waiver No. 12976.
22. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between Agency and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
25. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
26. ADVERTISING OR PUBLICITY: Contractor shall not use the name of Agency, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of Agency in each instance.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time Agency believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, Agency may request from Contractor prompt written assurances of performance and a written plan acceptable to Agency, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of Agency's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the Agency's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without Agency's prior written approval.
 - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to Agency under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless Agency of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. Agency will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without Agency’s prior written consent, to any settlement, which would require Agency to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend Agency pursuant to this Section 33 and fails to do so after reasonable notice from Agency, Agency may defend itself and/or settle such proceeding, and Contractor shall pay to Agency any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with Agency’s defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for Agency the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding this Section 33, Agency retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
33. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
34. **EXTENSION:** This agreement may be extended for two additional one-year terms by mutual agreement of the Agency and the Contractor.

35. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A
DEFINITION OF SERVICES**

1. Contractor shall provide Small Business Workshops and Food Business Training services. A description of said services are incorporated herein by reference and attached hereto as Exhibit A-1.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Contractor agrees that it shall not transfer or reassign the individuals identified as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

Key Personnel: Dr. Nancy Mangold, Interim Dean

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1

I. SMALL BUSINESS WORKSHOPS PROGRAM

Contractor shall present five workshops each year for the duration of this contract for a total of ten Food Entrepreneurial Training Academies (FETA) workshops. Workshop topics will be selected with approval from Alameda County Economic Civic and Development Department (the “County”) staff from the list of current CSUEB Foundation, East Bay Small Business Development Center (EBSBDC) offerings or may include an unlisted workshop topic by mutual agreement.

The specific topic, schedule, and location for each workshop will be mutually determined and Contractor shall begin marketing efforts at least one month prior to the workshop dates. County staff will secure meeting space for the workshops.

Workshop participants shall be from Alameda County, with a priority for residents and business owners within the unincorporated areas of Alameda County.

Contractor Shall Provide the Following Seminar Marketing and Reporting Tasks for all Workshops:

- Collaborate with County staff and the Castro Valley/Eden Area Chamber of Commerce to maximize marketing exposure for these workshops
- Employ marketing methodologies that may include, but are not limited to web site presence, local newspaper announcements, e-blasts, fliers, and other meeting posting venues
- Provide quarterly reports that includes any and all attendance information that is federally acceptable to give such as business location, startups vs. established businesses, and industry types and general demographic information on the audience attending the workshops.

II. FUNDAMENTAL FOOD ENTREPRENEURIAL TRAINING ACADEMIES (FETA)

Contractor will provide the award-winning Fundamental FETA and Intermediate FETA programs in each year of the Agreement term as follows: three separate 10-part FETA programs presented in English, as well as one in Spanish, held online or at four locations throughout Alameda County. There will also be one additional “Intermediate FETA” to be held online or at an Alameda County location, to bring the total to five trainings per year and ten for the contract duration.

FETA is a unique program to help Alameda County entrepreneurs and residents start and grow food service and artisan product companies. The Intermediate FETA will enhance the business skills of existing food businesses.

The County will secure meeting space for the workshops.

A. FETA Program Parameters

Contractor shall provide the following services relating to the FETA Workshops:

- Participant Recruitment: Develop recruitment materials and solicit partners to recruit participants. Participants must be from Alameda County, with a priority given to unincorporated Alameda County residents and businesses.
- Conduct three academies in fall, winter and spring
- Program Delivery: Track number of participants attending each class and number of graduates
- After every FETA, provide a report that includes any and all attendance information that is legally acceptable to provide in accordance with federal and other laws, such as business location, startups vs. established businesses, and industry types and general demographic information on the audience during classes.

B. **FETA Program**

FETA Course content shall include:

- Food Business Foundation 001: Food Industry Exploration (Idea assessment and case studies)
- Food Business Foundation 002: Feasibility Analysis Does It Work?
- Food Business Foundation 003: Business Model & SWOT Analysis - mission, vision, values
- Food Business Foundation 004: Financial Model
- Food Business Foundation 005: Marketing and Advertising Communicating Effectively
- Food Business Foundation 006: Alameda County Unincorporated & Incorporated Districts Business License apply, Permits, Compliance (Class Activity Included)
- Food Business Foundation 007: Creative Funding for Food Entrepreneurs
- Food Business Foundation 008: Menu & Recipe Costs
- Food Business Foundation 009: Catering & Events
- Food Business Foundation 010: Business Skeleton Plan

III. **INTERMEDIATE FETA**

A. **Intermediate FETA Program Parameters**

Contractor shall provide the following services relating to the Intermediate FETA Workshops:

- Participant Recruitment: Develop recruitment materials and solicit partners to recruit participants. Participants must be from Alameda County, with a priority to unincorporated Alameda County residents and businesses.
- Program Delivery: Track number of participants attending each class and number of graduates
- Thirty (30) days after the conclusion of Intermediate FETA, provide a report that includes any and all attendance information that is legally acceptable to provide in accordance with federal and other laws, such as business location, startups vs. established businesses, and industry types and general demographic information on the audience during classes.

Objectives:

- Accelerate food entrepreneur businesses located in Alameda County that are already in business or are launching imminently.
- Strengthen these businesses to grow faster, obtain capital, hire more workers and impact the community.
- Bring experts in to advise the entrepreneurs regarding best practices and resources
- Create a network for these businesses to receive peer advice during and after the sessions
- Make one-on-one consulting available in addition to class time to all program participants

Admission: Contractor shall conduct an admission process for the Intermediate FETA program that shall be by application only

Admission and Selection Criteria shall include:

- Admission by selection only
- Potential of business to drive economic impact in the community
- Determination of the degree of benefit the course can provide to the applicant
- Representation of businesses throughout the County and diverse populations
- Admit two cohorts of 10-20 persons each (larger if the number of applications and quality of the applicant pool is higher than anticipated)
- Cohort 1: Food service
- Cohort 2: Artisan Food Producer of Consumer Packaged Goods (CPG)
- Prerequisites: Open for business or graduate of the FETA program or equivalent training program

Course Content:

Intermediate FETA Course content shall include lecture and peer-to-peer interactive sessions led by experts in the following areas:

- Intermediate Food Business 101: Business Structure Assessment & Growth Path (Class Activity Included)
- Intermediate Food Business 102: Management
- Intermediate Food Business 103: Operations, COGS, & ROI
- Financial Statement Literacy & Efficiency
- Intermediate Food Business 104: Bookkeeping Setup & Understanding
- Intermediate Food Business 105: HR & COVID-19 Compliances
- Intermediate Food Business 106: Economic Downturn Survival Preparation – Long Term Sustainability
- Intermediate Food Business 107: Marketing and Communicating
- Intermediate Food Business 108: Brand Image (food books, healthy eating, recipes, clothing, mugs...and more)
- Intermediate Food Business 109: Managing Cash Flow
- Intermediate Food Business 110: Expansion Plans, Succession Plans, Milestones, and Economic Impact

Instructors:

Instructors will be experienced consultants in the food service and food products industries. Instructors will spend additional time outside of class hours to visit the business sites of each of the participants who have a physical site during the program to evaluate their needs and ensure the content is appropriate for their next steps.

Location and Schedule:

To be determined by mutual consent by County CDA staff and Contractor. Alameda County will provide the facility.

IV. TECHNICAL ASSISTANCE

Contractor shall provide up to 90 hours per year (180 total per duration of contract) of technical assistance as detailed below:

- Specialized technical assistance to clients will be directly referred by the County, including Small Business Workshop and FETA/Intermediate FETA participants.
- Provide quarterly report that includes any and all attendance information that is legally acceptable to provide in accordance with federal and other laws, such as business location, startups vs. established businesses, and industry types and general demographic information on the audience during counseling.

EXHIBIT B – PAYMENT TERMS

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

Activity	Contract Year 1 July 1, 2022 – June 30, 2023	Contract Year 2 July 1, 2022 – June 30, 2023	Hourly Rate	Hours	Payable Per Contract Year
Small Business Workshops (5 Per Contract year)	\$ 6,000	\$ 6,000	N/A	N/A	\$1,200 after each workshop: Year 1 \$1,200 after each workshop: Year 2
Marketing/Reporting/ Administrative Costs	\$ 7,000	\$ 7,000	N/A	N/A	\$3,500 on 12/1/22: Year 1 \$3,500 on 6/1/2023: Year 1 \$3,500 on 12/1/23: Year 2 \$3,500 on 6/1//24: Year 2
Fundamental FETA (4 Per Contract Year)	\$ 51,000	\$ 51,000			\$12,750 after each Academy: Year 1 \$12,750 after each Academy: Year 2
Intermediate FETA (1 Per Contract Year)	\$ 20,000	\$ 20,000			\$20,000 after each workshop: Year 1 \$20,000 after each workshop: Year 2
Technical Assistance - Including One-on-One Business Assistance, provide expert analysis on business incubators, accelerators & special projects	\$ 6,000	\$ 6,000	\$ 66.00	180	Billed when incurred: Year 1 and Year 2
Total	\$ 90,000	\$ 90,000			

2. Invoices will be approved by the Community Development Agency’s Deputy Director, Eileen Dalton, or her designee.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$180,000. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall jointly create a schedule governing the timely performance of Contractor’s services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

EXHIBIT C – INSURANCE CERTIFICATE

CERTIFICATE OF COVERAGE		DATE (MM/DD/YYYY) 5/18/2022
PRODUCER Alliant Insurance Services, Inc. 560 Mission Street, 8th Floor San Francisco CA 94105	THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S). IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).	
NAMED COVERED PARTY CSU East Bay Foundation 25976 Carlos Bee Boulevard Hayward CA 94542	PROGRAM AFFORDING COVERAGE A: CSURMA AORMA B: C:	

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liability <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	AORMA-2122-01	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 FIRE DAMAGE (Any one fire) \$ MED EXPENSE (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS-COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AORMA-2122-01	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 \$
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE – EA EMPLOYEE \$ E.L. DISEASE – POLICY LIMIT \$
	OTHER				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Note: CSU East Bay Foundation does not have any employees and unable to provide evidence of Workers' Compensation.

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers and representatives are named as additional covered parties as respects the Standard Services Agreement Contractor to provide Small Business Workshops, Food Business Entrepreneurial Training Academies, and technical assistance services. Term of Agreement: July 1, 2022 - June 30, 2024.

CERTIFICATE HOLDER Alameda County Community Development Agency Attn: Eileen Dalton, Director 224 W. Winton Avenue, Room #110 Hayward CA 94544	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mama Song</i>
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Endorsement No.: Per Blanket Additional Covered Party attached to Memorandum of Coverage of Coverage listed below

Effective: 07/01/2021

Forms a part of MOC No.: AORMA-2122-01

Issued to: Per Attached Certificate of Coverage

Issued by: CSURMA Auxiliary Organizations Risk Management Authority

Issued on behalf of Member: AORMA Member On File With Company

This endorsement modifies the Memorandum of Coverage of Coverage. Please read it carefully.
ADDITIONAL COVERED PARTY

Additional Covered Party means any person(s), entity(ies), or organization(s) to whom the **Member** is obligated by virtue of any written contract to provide coverage solely with respect to **bodily injury, property damage and personal injury** arising out of the **Member's** operations or premises owned by or rented to the **Member**; and

For which a certificate of coverage has been issued to such person(s), entity(ies) or organization(s) and is on file with CSURMA AORMA evidencing their status as an additional insured under this coverage.

The coverage provided does not apply to any occurrence taking place:

1. Prior to the **Members'** operations or occupation of the premises; or
2. After the **Members'** operations have been completed or occupation of the premises has ceased.

The limits of coverage will be limited to the limits required within the terms of the written contract of the limits of liability of this Memorandum of Coverage, whichever is less, and will apply in excess of the **Members'** retained limit shown in the Declarations. CSURMA AORMA will not be obligated for limits of coverage shown in the written contract that are greater than the limits of liability of this Memorandum of Coverage.

The inclusion of more than one **Covered Party** under this policy shall not operate to impair the rights of one **Covered Party** against another **Covered Party** and the coverages afforded by this Memorandum of Coverage shall apply as though separate Memorandum of Coverage had been issued to each **Covered Party**. The inclusion of more than one **Covered Party** shall not, however, operate to increase the limit of the Company's liability.

Any other insurance carried by a certificate holder which may be applicable shall be deemed excess and the **Covered Party's** coverage primary, and would not seek contribution from any other insurance available to the **Additional Covered Party** for sole negligence of **Member**, notwithstanding any conflicting provisions in the **Covered Party's** Memorandum of Coverage.

A certificate holder shall not, by reason of their inclusion under this Memorandum of Coverage, incur liability for payment of premium for this Memorandum of Coverage.

In the event of reduction in coverage or cancellation of this Memorandum of Coverage before the expiration date thereof, notice will be delivered in accordance with the Memorandum of Coverage provisions to each entity added as per certificates on file with CSURMA AORMA which specify that a written contract exists and requires that the entity be an additional covered party.

All other terms and conditions in the Memorandum of Coverage remain unchanged.

Signed: _____  _____

Date: 7/1/2021

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: California State University, East Bay Foundation, Inc.

Authorized Official: Chandra Khan, Ph.D. TITLE: Associate Vice President, Research and Sponsored Programs

SIGNATURE: _____ DATE: _____

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

**A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S
PROCUREMENT PROCESS FOR COMPETITIVE BIDDING FOR SUPPORT
SERVICES FOR THE COUNTY OF ALAMEDA**

RESOLUTION NUMBER R-2022_____

WHEREAS, the California State University East Bay Foundation Inc. (CSUEB Foundation) is a host organization and subsidiary of the Federal Small Business Administration's Office of Small Business Development Centers providing workshops and training in the unincorporated urban areas of Alameda County; and

WHEREAS, the Alameda County Community Development Agency seeks to enter into a Standard Services Agreement with CSUEB Foundation to provide educational services for the period of July 1, 2022 through June 30, 2024 in the amount not to exceed \$180,000 in order to provide a full range of workshops and training to entrepreneurs of small food businesses, including the Food Entrepreneurial Training Academy, and one-on-one counseling and coaching; and

WHEREAS, the CSUEB Foundation serves the urban unincorporated areas of Alameda County and the areas would not be served by a business development center without this Agreement; and

WHEREAS, Alameda County Administrative Code Sections 4.12.010, 4.12.020, and 4.12.070 require the solicitation of bids for contracts that are more than \$100,000 except in unusual cases where the Board of Supervisors ("Board") has, by resolution, found and determined that the public interest would not be served by complying with the bid solicitation process; and

WHEREAS, the CSUEB Foundation has unique experience and ability within the community to serve entrepreneurs in Ashland, Cherryland, and San Lorenzo, and the Board has determined that the public interest would not be served by requiring a bid solicitation process in this situation.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
2. The requirements in Administrative Code Sections 4.12.010 to .020 for the solicitation of bids are hereby waived for the selection of the Chamber for the above-described business development and marketing services, including the management of three annual signature community events, for the County of Alameda.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on

this date, _____, 2022, by the following called vote:

AYES:
NOES:
EXCUSED:

President of the Board of Supervisors
County of Alameda, State of California

ATTEST:
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Donna Ziegler, County Counsel

By: _____

By: 
Rachel Sommovilla
Assistant County Counsel