

CITY OF MORENO VALLEY  
THE SMALL BUSINESS LOCAL HIRING  
BUSINESS LICENSE INCENTIVE AGREEMENT

This ECONOMIC DEVELOPMENT RATE AGREEMENT for Small Business Local Hiring Business License Incentive Program is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (“Business”), and the CITY OF MORENO VALLEY (“Moreno Valley”), a California general law city and municipal corporation organized and existing under the laws of the State of California, each hereinafter sometimes referred to individually as “Party” and collectively as “Parties.”

In consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:

**1. DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 Affidavit: This signed agreement or the Annual Recertification Report.
- 1.2 Agreement: This document and appendices, as amended from time to time.
- 1.3 Annual Recertification Report Due Date: October 31 but may be submitted any time during September or October.
- 1.4 Authorized Representative: The representative designated by each Party, in accordance with Section 11.1, to act on such Party’s behalf with respect to those matters specified in this Agreement.
- 1.5 Business: The entity registered in the City’s business license program and operating out of a commercial location or home within the city boundaries.
- 1.6 Business Location: The physical address or location of the businesses operations.
- 1.7 Business License: The tax certificate issued when a business has completed all of the required steps to open a new business or the annual renewal of an existing business. These steps may include the payment of the Gross Receipt Tax, the processing fee, vehicle tags or other related fees and penalties.
- 1.8 Business License Renewal Due Date: The annual business license renewals are due annually by January 31.
- 1.9 Party, Parties: The parties to this Agreement are Moreno Valley and the Business, as defined above.
- 1.10 Incentive Program: the Small Business Local Hiring Business License Incentive program.

## 2 **HIRE MOVAL SMALL BUSINESS LOCAL HIRING BUSINESS LICENSE INCENTIVE**

- 2.1 Business agrees to maintain an active Business License with the City of Moreno Valley.
- 2.2 Business location must be within the boundaries of the City of Moreno Valley.
- 2.3 Business agrees to certify that 40% of their workforce is made up of residents of Moreno Valley.
- 2.4 Business agrees to submit to the City of Moreno Valley annually the Annual Recertification Report. (See Attachment A or go to [www.moval.org/businesslicense](http://www.moval.org/businesslicense) )
  - 2.4.1 Business agrees to submit the annual recertification report to the Business License office, either through the mail or by email, during the months of September or October but no later than October 31 of each year.
  - 2.4.2 Annual Recertification Reports sent to the City through the U.S. Postal Service must be postmarked by the due date.
  - 2.4.3 Annual Recertification Reports submitted to the City by email must be dated by Annual Recertification Report due date.
  - 2.4.4 Annual Recertification Reports submitted after that date will be considered to be late and will result in disqualification from the Incentive Program.
  - 2.4.5 Businesses that have qualified for the discount in prior years that (1) no longer meet the resident employee rate or (2) do not submit the Annual Recertification Report by the due date will be notified that they are no longer in compliance with the agreement and have been removed from the Incentive Program.
- 2.5 Subject to the terms and conditions of this Agreement, Moreno Valley will provide Business a discount equal to the City's Business License Processing Fee off of the Business's annual business license renewal bill over the term of this Agreement.
  - 2.5.1 Businesses that meet the October 31 deadline for entering into the Agreement and qualify for the Small Business Local Hiring Business License Incentive will receive the discount during the immediately following Business License renewal cycle which will occur the following December through January.
- 2.6 Business represents and warrants under penalty of perjury under the laws of the State of California that all covenants, statements of facts, representations, and documents provided to Moreno Valley with respect to Business's eligibility for the Small Business Local Hiring Business License Incentive are true and correct.

## 3 **ACKNOWLEDGEMENT**

- 3.1 Except as otherwise amended herein, Business acknowledges that it is fully subject to all terms and conditions contained in Title 5 of the Municipal Code..
- 3.2 Business also acknowledges that Moreno Valley may request documentation to support Business's signed affidavit ("Affidavit") that Business is eligible to receive the **Hire MoVal Small Business Local Hiring Business License Incentive** and may verify any

supporting documentation and statements Business has made in support of its signed Agreement/Annual Recertification Report.

- 3.3 Business also acknowledges that payments made after established due dates may be subject to penalties and interest. These penalties and interest amounts, if applicable, will be calculated including the Business License Processing fee but the actual amount paid will reflect the discount of the actual processing fee amount.
- 3.4 If Business is unable to provide documentation to support its assertion to qualify for this discount Business will be responsible to pay the City the amount of the discount applied to the annual renewal fees along with any applicable interest and penalties

#### **4 TERM**

- 4.1 This Agreement shall be effective during the three year period beginning with the business license renewal cycle schedule for January 2017 and ending at the conclusion of the business license renewal cycle scheduled for January 2019.
- 4.2 This Agreement is not renewable at the expiration of its term.

#### **5 TERMINATION**

This Agreement may be terminated by either party upon written notice as follows.

- 5.1 Termination for Misrepresentation or Fraud: Moreno Valley may terminate this Agreement upon five business days' notice if any representation made by in this Agreement is untrue in any material respect, or if any statement in Business's Affidavit was untrue, or if Moreno Valley determines that the Business did not meet the requirements for the Incentive Program.
- 5.2 Termination at Business's Request: Business may request termination of this Agreement at any time by providing at least 60 days' written notice to Moreno Valley.
- 5.3 Termination for Nonpayment: Moreno Valley may terminate this Agreement if Business fails to pay any amount due, under Title 5 of the City of Moreno Valley Municipal Code after receipt of notice of nonpayment from Moreno Valley. Business shall be liable for all unpaid amounts and any late payment charges.
- 5.4 Termination for Noncompliance: Moreno Valley may terminate this Agreement upon five business days' notice if Business fails to comply with any term or condition of this Agreement, or if Business ceases the operations to which this Agreement applies or moves such operations outside of Moreno Valley's city boundaries.
- 5.5 Termination for Ineligibility: Moreno Valley may terminate this Agreement upon five business days' notice if it determines that Business has become ineligible under the terms of this Agreement.
- 5.6 Obligations Continuing: Termination of this Agreement shall not relieve either Party of its obligations incurred prior to termination.

## **6 INDEMNITY**

- 6.1 Except for any liens, claims, costs, damages, liability or loss resulting from Willful Action, as defined herein, agrees to indemnify, protect, defend, and hold harmless Moreno Valley, and Moreno Valley's employees, officers, managers, agents and City Council Members from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including reasonable attorney and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with this Agreement but only in proportion to and to the extent such liens, claims, damages, liability or loss are caused by or result from the negligent acts, errors, or omissions of , its employees, officers, or agents. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Business or anyone employed or working under the Business .
- 6.2 "Willful Action" shall be defined as an action taken or not taken by a Party at the direction of its directors, officers, or employees where:
- 6.2.1 An action is knowingly or intentionally taken or not taken with conscious indifference to the consequences thereof or with intent that injury or damage would probably result therefrom; or
- 6.2.2 An action has been determined by final arbitration, judgment, or judicial decree to be a material default under this Agreement and occurs beyond the time specified for curing such default or, if no time to cure is specified therein, occurs or continues thereafter beyond a reasonable time to cure such default; or
- 6.2.3 An action is knowingly or intentionally taken or not taken with the knowledge of material default under this Agreement.
- 6.3 Willful Action does not include any act or failure to act which is merely involuntary, accidental, negligent, or performed (or not performed).
- 6.4 The provisions of this Section shall be binding upon the Parties to the full extent permitted by law. The obligations set forth herein are binding on the successors, assigns and heirs of the Business and shall survive termination of this Agreement.

## **7 ASSIGNMENT OF AGREEMENT**

- 7.1 This agreement is not transferrable.

## **8 REPRESENTATIVES AND NOTICES**

- 8.1 Representatives: Upon the Effective Date of the Agreement, the City Manager or his/her designee for Moreno Valley, and person identified on the execution page for the Business shall be the Authorized Representatives who will act on its behalf in the

implementation of this Agreement. Either Party may at any time change, via written notice, the designation of its Authorized Representative to the other Party.

- 8.2 The City Manager's designee for the oversight and management of the Small Business Local Hiring Business License Incentive program will be the Chief Financial Officer.
- 8.3 Form of Notice: any notice and other communication required or permitted to be given under this Agreement shall be deemed given: (i) when hand delivered; or (ii) one (1) business day after pickup by Federal Express or similar overnight delivery service properly addressed as provided below; or (iii) three (3) business days after such notice or communication shall have been deposited with the United States Postal Service, postage prepaid and properly addressed as provided below; or (iv) when sent by facsimile transmission to the fax numbers provided below, with receipt of such fax confirmed telephonically, provided that on the same day such notice or communication shall also be hand delivered or sent by overnight delivery pursuant to this Subsection.
- 8.4 Addresses of Parties: Notices to Moreno Valley should be given to: Business License, City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA 92552; Notices to Business shall be given to the addressee at the location shown on the execution page.
- 8.5 Change of Address: Either Party may change such address by giving notice to the other Party as provided herein.

## **9 ENFORCEMENT**

- 9.1 Legal Action: In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.
- 9.2 Governing Law: This Agreement shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States as applicable without regard to the conflicts of laws or rules thereof. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided in this Agreement shall be tried in a court of proper jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 9.3 Damage Limitation: Moreno Valley shall not be liable for any consequential, incidental, indirect, or special damages, whether in contract, tort, or strict liability including, but not limited to, lost profits, property damage, personal injury and loss of power, arising out of or in any way related to power outages, other electric service interruption(s), Moreno Valley's performance or nonperformance of its obligations under this Agreement or termination of this Agreement.
- 9.4 Attorney Fees: If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the

prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

- 9.5 Disputes: All disputes regarding questions of fact, opinions or interpretation of provisions in this Agreement shall be submitted to the Authorized Representatives. If the Authorized Representatives are unable to resolve the dispute, the matter shall be referred to the individuals designated to receive notices pursuant to Section 11. Nothing in this Agreement precludes either Party from taking any lawful action it deems appropriate to enforce its rights.
- 9.6 Waivers: Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

## **10 MISCELLANEOUS**

- 10.1 Integration and Amendment: this Agreement contains the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous oral or written communications of the Parties. Neither Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty of the other Party outside those expressly set forth in this Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be interpreted in a manner that most accurately reflects the original intent of the Parties, and is consistent with the nature of the Parties' rights and obligations. No modification of this Agreement shall be valid or binding unless in writing duly signed by both Parties.
- 10.2 Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material this its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.3 Exhibits: All documents referred to below and attached to this Agreement as Exhibits are incorporated into and made a part of this Agreement. Exhibit "A": Annual Recertification Report

10.4 Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized agents to be effective on the date of the parties signature below.

CITY OF MORENO VALLEY, a municipal corporation

\_\_\_\_\_  
Chief Financial Officer

By:\_\_\_\_\_

Name:

Title:

Address for Notice Representative:

Name:\_\_\_\_\_

Street:\_\_\_\_\_

City:\_\_\_\_\_

Telephone:\_\_\_\_\_

Fax:\_\_\_\_\_

Email:\_\_\_\_\_



# CITY OF MORENO VALLEY

14177 Frederick Street • P.O. Box 88005 • Moreno Valley, CA 92552-0805  
Phone: 951.413.3080 • Fax 951.413.3096

## SMALL BUSINESS LOCAL HIRING BUSINESS LICENSE INCENTIVE Annual Recertification Report

**PLEASE TYPE OR PRINT CLEARLY:**

**Program Certification Period** \_\_\_\_\_

**Business Name** \_\_\_\_\_

**Business License #** \_\_\_\_\_ **Current Date** \_\_\_\_ - \_\_\_\_ - \_\_\_\_

**Contact Person Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**Contact Mailing Address** \_\_\_\_\_

**Contact Phone #** (     ) \_\_\_\_\_ **Email Address** \_\_\_\_\_

Per Section 2 of the Agreement referenced above, the following data must be reported annually to the City of Moreno Valley to maintain eligibility for the Local Hiring Incentive. Please complete and return to the City by October 31 to avoid discontinuation of the Local Hiring Business License Incentive.

REQUIRED REPORTING DATA	
<b>No. of jobs created or retained over the reporting period</b>	_____
<b>Percentage of the jobs held by Moreno Valley residents over the reporting period</b>	_____ %
<b>No. of jobs actually held by Moreno Valley residents over reporting period</b>	_____

Customer represents and warrants under penalty of perjury under the laws of the State of California that all covenants, statements of facts, representations, and documents provided to Moreno Valley with respect to Customer's eligibility for the Local Hiring Incentive are true and correct. Customer also acknowledges that as an officer of the Company, they are authorized to sign on behalf of the Company.

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_