

ITEM 3.12 (ID # 4263)

MEETING DATE:

Tuesday, June 6, 2017

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Ratify and Approve Subcontract No. S-6128-County of Riverside Economic Development Agency (CREDA) between California State University, Fullerton, Auxiliary Services Corporation and the County of Riverside, to Operate the Coachella Valley Small Business Development Center; City of Indio [4th and 5th Districts], [\$450,000] EDA- Economic Development Funds 100%; CEQA Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Find that the approval of Subcontract No. S-6128 County of Riverside Economic Development Agency (CREDA) is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
- 2. Ratify and approve the attached Subcontract No. S-6128- County of Riverside Economic Development Agency (CREDA) (CVSBDC Agreement) by and between the California State University, Fullerton, Auxiliary Services Corporation (CSU Fullerton) and the County of Riverside (County), to operate the Coachella Valley Small Business Development Center in the Indio Workforce Development Center Office, with a term that commenced on July 1, 2016 and ended on December 31, 2016, in the amount of \$75,000, with a County match of \$84,922;

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

5/11/2017

On motion of Supervisor Washington, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Tavaglione, Washington and Perez

Nays:

None

Absent:

Ashley

Date:

June 6, 2017

XC:

EDA

Kecia Harper-Ihem

Penuty

RECOMMENDED MOTION: That the Board of Supervisors:

- 3. Approve the allocation of County of Riverside Economic Development Agency-Economic Development funds in the amount of \$84,922 to be used as a non-federal matching share for eligible expenses incurred in connection with the operation of the Coachella Valley Small Business Development Center as required by the CVSBDC Agreement, which matching requirement shall be satisfied by existing employee salaries and benefits included in EDA's fiscal year 2016-17 Budget without the need for additional funding or a budget adjustment;
- 4. Authorize the Chairman of the Board of Supervisors to execute the attached CVSBDC Agreement;
- 5. Authorize the Assistant County Executive Officer, or designee, to take all necessary steps to implement the CVSBDC Agreement, including, but not limited to, signing subsequent, necessary and relevant documents, subject to approval by County Counsel;
- 6. Approve the allocation of County of Riverside Economic Development Agency-Economic Development funds in the amount of \$365,078 to be used as a non-federal matching share for eligible expenses incurred in connection with the operation of the Coachella Valley Small Business Development Center in the Indio Workforce Development Center pursuant to future Subcontracts between the County and CSU Fullerton, with the following allocations, (i) no more than \$65,078 in County match funds to be allocated for the Subcontract entered into for the remainder of fiscal year 2016/17 (January 1, 2017 through June 30, 2017), (ii) no more than \$150,000 in County match funds to be allocated for the Subcontract entered into for fiscal year 2017/18, and (iii) no more than \$150,000 in County match funds to be allocated for the Subcontract entered into for fiscal year 2018/19, which amounts will be satisfied by existing staff salaries and benefits included in EDA's Board approved Budget for each respective fiscal year; and
- 7. Authorize and approve the Assistant County Executive Officer, or designee, to (i) draft, negotiate and execute Subcontracts between the County and CSU Fullerton for fiscal years 2016/17, 2017/18, and 2018/19, for continued operation of the Coachella Valley Small Business Development Center in the Indio Workforce Development Center, provided each Subcontract substantially conforms in form and substance to the attached Form of Subcontract, has a term of no more than 1 year each, and no more than \$150,000 is required as the County's non-federal matching requirement under each Subcontract, final forms of which shall be subject to County Counsel approval, (ii) take all necessary steps to implement each Subcontract, including, but not limited to, signing subsequent, necessary and relevant documents, including, but not limited to cooperative agreements and other agreements required by CSU Fullerton, provided the County match requirement is not increased, and (iii) approve any subsequent amendments to a Subcontract, provided the County match requirement is not increased, subject to County Counsel approval.

FINANCIAL DATA	Current Fiscal Year:		Next Fiscal Year:		Total Cost:		Ongoing Cost
COST	\$	150,000	\$	150,000		\$ 300,000	\$ 150,000
NET COUNTY COST	\$	150,000	\$	150,000		\$ 300,000	\$ 150,000
SOURCE OF FUNDS: EDA-Economic Development Funds, 100%					nn%	Budget Adjustment: No	
					00 /6	For Fiscal Year: 16/17-18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 21, 2016 the California State University, Fullerton, Auxiliary Services Corporation (ASC), a non-profit auxiliary corporation (CSU Fullerton), as host administrative agent for the Lead Center Small Business Development Center (Lead Center) issued a Request for Proposals (RFP) to select a subcontractor to operate the Coachella Valley Small Business Development Center (CVSBDC) for entrepreneurs and small business owners. The service territory for the CVSBDC is all territory east of the community of Cabazon to the City of Blythe, within the County of Riverside. The core service provided through CVSBDC is consulting. Small Business Development Center (SBDC) services are designed to assist small businesses in solving problems and fostering small business growth, expansion, innovation, productivity and management improvement. On May 31, 2016 the County of Riverside (County), by and through its Economic Development Agency (EDA), submitted a response to the RFP and was notified on June 17, 2016 that EDA's proposal was successful and a subcontract would be awarded. All funds awarded by CSU Fullerton are derived from a U.S. Small Business Administration Grant (SBA Grant).

The terms of the agreement between the County and CSU Fullerton are set forth in the attached Subcontract No. S-6128- County of Riverside Economic Development Agency (CREDA) (Subcontract). The term of the Subcontract was from July 1, 2016 through December 31, 2016, with a contract amount of \$75,000 and a cash match requirement from the County in the amount of \$84,922. The Subcontract was delayed due to internal administrative processes and longer than anticipated negotiation with CSU Fullerton; therefore staff is recommending that the Board ratify and approve the Subcontract. Costs for the period July 1, 2016 through December 31, 2016 have already been incurred and service was uninterrupted to ensure continuous availability of this important economic development tool. Seventy two small businesses were serviced during the period July 1, 2016 through December 31, 2016 and CVSBDC assisted the businesses in gaining access to approximately \$120,000 in financing. The County cash match requirement does not require an allocation of additional County funds, but rather uses existing staff salaries and benefits approved by the Board in the respective fiscal year budget to satisfy the catch match requirement. CSU Fullerton then provides the required contract amount derived from SBA Grant funds which is used to reimburse EDA for staff costs, and pays for overhead costs and consultant services, as more specifically set forth in Exhibit B attached to the proposed Subcontract.

Due to the immense benefits provided to small businesses within the County by the CVSBDC (without the need for any additional financial expenditures by the County) and the economic development spurred by the center, staff recommends the Board authorize the Assistant County Executive Officer, or designee, to (i) draft, negotiate and execute future Subcontracts between the County and CSU Fullerton for fiscal years 2016/17, 2017/18 and 2018/19 for continued operation

of the Coachella Valley Small Business Development Center in the Indio Workforce Development Center, provided each Subcontract substantially conforms in form and substance to the attached form of Subcontract, has a term of no more than 1 year each, and no more than \$150,000 is required as the County's non-federal matching requirement under each Subcontract, subject to County Counsel approval. This will allow the CVSBDC to continue to operate, but with adequate review and compliance with applicable terms, conditions and regulations. Staff anticipates assisting approximately 140 small business in the period from January 1, 2017 through December 31, 2017.

If approved by the Board, starting on January 1, 2017 the term of each subcontract will be in one year increments. The subcontracts with CSU Fullerton will cover a calendar year time frame, while the County uses a fiscal year calendar that overlaps subcontract program years. The allocation of the \$450,000 covers the total amount of the County's cash match requirement from fiscal years 2016/17 through the 2018/19, with a proposed County allocation of \$150,000 per year.

If approved by the Board, EDA will continue operating the CVSBDC out of the Indio Workforce Development Center Office with existing EDA staff. Each subcontract will require matching funds on a one-to-one basis to be committed by the County to operate the CVSBDC. As discussed above, the County match requirement does not require an allocation of additional County funds, but rather uses existing staff salaries and benefits approved by the Board in the respective fiscal year budget to satisfy the catch match requirement.

Pursuant to the California Environmental Quality Act (CEQA), the Subcontract was reviewed and determined to be categorically exempt under State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" Exemption. The project relates to the operation of the Coachella Valley Small Business Development Center within the existing Indio Workforce Development Center Office which involves one-on-one counseling, access to capital assistance and training seminars for small businesses do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (Project). The Project is exempt under the common sense exemption of State CEQA Guidelines section 15061(b)(3) in that it can be seen with certainty there is no possibility that the operation of the Coachella Valley Small Business Development Center within the existing Indio Workforce Development Center Office may have a significant effect on the environment, as the operation of the Coachella Valley Small Business Development Center solely relates to the provision of consulting services, is administrative in nature, will have financial effects, and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by the EDA staff with the County Clerk within days of the approval of the Subcontract.

EDA staff recommends (i) ratification and approval of the Subcontract, and (ii) authorization for the Assistant County Executive Officer, or designee, draft, negotiate and execute Subcontracts between the County and CSU Fullerton for fiscal years 2016/17, 2017/18, and 2018/19 as discussed above. County Counsel has approved as to form the Subcontract and the Form of Subcontract each attached hereto.

Impact on Residents and Businesses

By operating the CVSBDC, the County is encouraging private sector job growth for citizens, promoting public-private partnerships and providing assistance to encourage new business starts and help existing businesses expand and succeed.

SUPPLEMENTAL:

Additional Fiscal Information

The CVSBDC will be funded by SBA Grant funds and the County match funds. The County match comes from EDA Economic Development Program funds in the form of salary and overhead and have been allocated in EDA's existing budget. Fund 21100 for the Economic Development Program will be utilized to track all expenditures of CVSBDC for the SBA sub-grant and the County match funds. Financial reports for reporting revenue and expenditures for the SBA sub-grant and the County match will be prepared and submitted as required by the Subcontract.

Attachments:

- 1. Subcontract No. S-6128- County of Riverside Economic Development Agency (CREDA)
- 2. Form of Subcontract No. S-6128- County of Riverside Economic Development Agency (CREDA)

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Seriini Baska, Principar management Aralyst 5/30/2017 Gregory V. Priamos, Director County Counsel 5/15/2017

SUBCONTRACT NO. S-6128-COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY (CREDA)

This SUBCONTRACT NO. S-6128-COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY (CREDA) ("Subcontract") is entered into by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, by and through its Economic Development Agency ("SUBCONTRACTOR") , and **CSU FULLERTON AUXILIARY SERVICES CORPORATION**, a non-profit auxiliary corporation ("ASC"), a fiscal agent of California State University, Fullerton ("CSUF"), and host administrative agent for the Lead Center Small Business Development Center ("Lead Center") located in Fullerton, California, in connection with the "Orange County/Inland Empire Regional SBDC Network" or "SBDC Network." Subcontractor and ASC are individually referred to herein as a "Party" and collectively as the "Parties. The term "SBDC" used herein shall mean Small Business Development Center.

RECITALS

WHEREAS, ASC is the prime awardee of an award issued by the U.S. Small Business Administration ("SBA" or "Prime Sponsor") under Cooperative Agreement Number SBAHQ-16-B-0039 ("Cooperative Agreement" or "Prime Award"), attached hereto as **Exhibit C** and incorporated herein by this reference ("Notice of Award/Cooperative Agreement)";

WHEREAS, ASC desires to retain SUBCONTRACTOR to perform services as specified in Exhibit A (Scope of Work) attached hereto and incorporated herein by this reference, and intends to compensate SUBCONTRACTOR for such services, as described in Exhibit B, (Budget) attached hereto and incorporated herein by this reference;

WHEREAS, in undertaking the performance of this Subcontract, SUBCONTRACTOR represents that it is knowledgeable in its field and that any services performed by SUBCONTRACTOR will be performed in compliance with this Subcontract and the attached exhibits; and

WHEREAS, SUBCONTRACTOR and any additional subcontractors retained by SUBCONTRACTOR agree to abide by all of the terms and conditions of this Subcontract Agreement and the terms and conditions of the Prime Award set forth in the Notice of Award/Cooperative Agreement.

NOW, THEREFORE, in consideration of the mutual and representative promises, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

1. Principal Contacts.

For ASC:

Technical/Programmatic

Mike Daniel

California State University, Fullerton 800 N. State College Blvd., SGMH-4157B

Fullerton, CA 92834

Subcontract no. S-6128-CREDA

Ref: ASC-50-1072-16

Administrative

Denise Bell

Director, Office of Sponsored Programs CSU Fullerton Auxiliary Services Corporation

1121 N. State College Blvd.

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Telephone: (657) 278-5168

Email: midaniel@fullerton.edu

Fullerton, CA 92831

Telephone: (657) 278-4110 Email: dbell@fullerton.edu

For SUBCONTRACTOR: Technical/Administrative

Robert Moran Economic Development Manager County of Riverside Economic Development Agency 1325 Spruce Street, Suite 400 Riverside, CA 92501

Telephone: (951) 955-6673 Email: rmoran@rivcoeda.org

Notice of changes in Principal Contacts must be delivered via email to the respective parties herein by **Frank A. Mumford**, Executive Director of the CSU Fullerton Auxiliary Services Corporation, on behalf of ASC, and **Heidi Marshall**, Assistant Director, County of Riverside Economic Development Agency, on behalf of Subcontractor, or their respective designees.

- 2. <u>Scope of Work.</u> SUBCONTRACTOR shall be responsible for the specific tasks described in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by this reference.
- 3. <u>Term of Contract.</u> The period of performance of this Subcontract shall be from July 1, 2016 through December 31, 2016, subject to extension by mutual written agreement of both Parties.
- 4. <u>Compensation.</u> This Subcontract is issued in the amount of **Seventy-Five Thousand Dollars** (\$75,000.00), as shown in **Exhibit B**. SUBCONTRACTOR shall use all Subcontract funds solely for the implementation of the Scope of Work to be provided under this Subcontract.
- 5. Matching Funds Requirement. SUBCONTRACTOR shall provide total "Matching Funds" in the amount of Eighty-Four Thousand Nine Hundred Twenty-Two Dollars (\$84,922), as shown in Exhibit B which consists of the following:
 - 5.1 The minimum Cash Match required from SUBCONTRACTOR pursuant to this Subcontract is Eighty-Four Thousand Nine Hundred Twenty-Two Dollars (\$84,922.00).
- 6. <u>Delivery.</u> All materials and services called for under this Subcontract shall be completed and delivered to ASC on or before December 31, 2016.
- 7. <u>Allowable Costs and Fees.</u> Allowable costs and fees eligible for reimbursement to the SUBCONTRACTOR for performance of this Subcontract must be in accordance with the terms of this Subcontract, including the attached Exhibits and the requirements of the Prime Sponsor.

- 8. <u>Termination of Subcontract.</u> Either Party may terminate this Subcontract upon thirty (30) days advance written notice to the other Party. If termination is due to either Party's failure to comply with the provisions of this Subcontract or the terms and conditions of the Prime Award, then the applicable SBA provisions will apply. Upon termination of this Subcontract, ASC agrees to compensate SUBCONTRACTOR for all allowable, unavoidable, expenses incurred by SUBCONTRACTOR in the performance of its work under this Subcontract by the date of termination. SUBCONTRACTOR agrees to complete services and/or provide required deliverables through the date of termination.
- 9. <u>Modification or Waiver.</u> No part of this Subcontract shall be modified without the express written consent of both Parties. The waiver by one Party of any breach of any term or condition of this Subcontract shall not be construed as a waiver of any similar or other breach of any term or condition of this Subcontract. Nor shall said waiver be construed as a continuing waiver of the original breach.
- 10. <u>Independent Contractor.</u> SUBCONTRACTOR shall, during the entire term of this Subcontract, be construed to be an independent contractor and not an employee of ASC. This Subcontract is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow ASC to exercise discretion or control over the professional manner in which SUBCONTRACTOR performs the services that are the subject of this Subcontract. The services to be provided by SUBCONTRACTOR, however, shall be provided in a manner consistent with all applicable laws, standards and regulations governing such services. SUBCONTRACTOR shall pay all salaries and wages, employees' social security taxes, unemployment insurance, and similar taxes relating to its employees and shall be responsible for all applicable withholding taxes.
- 11. <u>Assignment.</u> No part of this Subcontract may be assigned by either Party without the prior written consent of both Parties.
- 12. <u>Indemnification</u>. All Parties to this Agreement agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Subcontract, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the gross negligence or intentional acts of the non-indemnifying Party or any of its agents or employees. The indemnity set forth in this section 12 shall survive for a period of one (1) year after the expiration or earlier termination of this Agreement.
- 13. **Insurance.** SUBCONTRACTOR warrants that it will maintain the following coverage:
 - Commercial General Liability: minimum limits coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit written on occurrence form for personal injury and bodily injury liability, and property damage, including premises/operations, broad form property damage, products/completed operations, contractual liability and independent contractors. Errors and Omission insurance is required for professional services and consultants.

- Business Automobile Liability: coverage is required in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage, including owned, non-owned and hired automobiles; should also include Uninsured/Underinsured Motorists coverage in the minimum amount of \$1,000,000.
- Workers Compensation as required by the State of California, including Employer Liability coverage of not less than \$1,000,000.
- Any self-insured deductible greater than \$25,000 must be approved by ASC.
- The SUBCONTRACTOR's insurance carrier must be rated A-VII at minimum, according to A.M. Best & Company.
- SUBCONTRACTOR and SUBCONTRACTOR's insurance carrier waive their rights of subrogation.
- Additional Insured Endorsement (except for Workers Compensation): The State of California,
 Trustees of the California State University, California State University Fullerton, CSU
 Fullerton Auxiliary Services Corporation, and all of its other departments, boards, volunteers,
 commissions, and its officers, employees and agents are hereby declared to be additional
 insureds as respects to the activities of named insured.
- Upon execution of this Subcontract, SUBCONTRACTOR shall submit to ASC current certificate of insurance and additional insured endorsement as evidence that the above insurance requirements are met.

The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance

- 14. <u>Force Majeure.</u> If by reason of force majeure the SUBCONTRACTOR'S performance hereunder is delayed, hampered or prevented, then the performance by the SUBCONTRACTOR may be extended for the amount of time of such delay or prevention. The term "Force Majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest; embargo, riot, war, insurrection or civil unrest; any act of God; any act of legally constituted authority; or any other cause beyond SUBCONTRACTOR'S control which would excuse the SUBCONTRACTOR's performance as a matter of law.
- 15. Notice of Force Majeure. SUBCONTRACTOR agrees to give ASC written notice of an event of force majeure under Paragraph 14 within ten (10) days of the commencement of such event and within ten (10) days after the termination of such event, unless the Force Majeure prohibits SUBCONTRACTOR from reasonably giving notice within this period. SUBCONTRACTOR will give such notice at the earliest possible time following the Force Majeure.
- 16. <u>Nondiscrimination.</u> SUBCONTRACTOR shall comply with all applicable federal and state laws and statutes related to nondiscrimination, including those acts and amendments prohibiting discrimination on the basis of race, color, natural origin, gender, handicap or disability, sexual preference, drug addiction and alcoholism.

17. <u>Certifications and Assurances</u>

A. <u>Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</u> - SUBCONTRACTOR certifies by signature to this Subcontract that it is not suspended, debarred, or

otherwise ineligible from entering into funding agreements with any department or other agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. In the event of being suspended, debarred or otherwise declared ineligible by any other department of agency of the Federal Government, or upon notice of a proposed debarment of suspension, the SUBCONTRACTOR shall provide immediate written notice to ASC. If, during the performance period of this Subcontract, the status of the SUBCONTRACTOR changes relative to any of these certifications, it shall immediately notify ASC in writing and include an explanation of the changes.

- B. <u>Certification Regarding Lobbying</u> In the event funds allotted under this Subcontract are expected to exceed \$100,000, by signature to this Subcontract, SUBCONTRACTOR certifies that it is in compliance with the requirements of Section 1352, Title 31, U.S. Code which limits the use of appropriated funds to influence certain federal contracting and financial transactions.
- C. <u>Drug Free Workplace</u> By signature to this Subcontract, SUBCONTRACTOR certifies that it will comply with the Drug Free Workplace Act of 1988 and its implementing regulations as amended.
- D. <u>Misconduct in Science Assurance</u> The SUBCONTRACTOR hereby gives assurance that an administrative review process has been established regarding procedures for dealing with and reporting possible misconduct in science and reporting requirements of the published scientific misconduct regulations will be followed.
- E. <u>Americans With Disabilities Act</u> By signature of this Subcontract, SUBCONTRACTOR certifies that it complies with the Americans with Disabilities Act of 1990 (42 USC 12101, et. seq.) and all implementing regulations. SUBCONTRACTOR agrees to insert the provision of this Article in all subcontracts and purchase orders hereunder.
- F. <u>Davis-Bacon</u> and <u>Related Act</u> If applicable, by signing this Subcontract, SUBCONTRACTOR certifies that it complies with the Davis-Bacon act and warrants proper wages are applied to federally-funded or assisted construction projects.
- 18. Retention of Records. SUBCONTRACTOR agrees to maintain and preserve all records relative to this Subcontract for three (3) years after termination. SUBCONTRACTOR agrees to permit ASC's duly authorized representatives to have access to and to examine and audit any non-privileged pertinent books, documents, papers, and records related to this Subcontract. Furthermore, all records related to this Subcontract shall be reasonably available for inspection by the State of California pursuant to Government Code § 8546.7 which states in pertinent part: "...every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) entered into by any state agency, ... or by any other public entity, including a city, county..., shall be subject to the examination and audit of the State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract."
- 19. <u>Audit.</u> The non-privileged books and accounts, files, and other records of the SUBCONTRACTOR which are applicable to this Subcontract shall be available for inspection, review, and audit during normal business hours by the ASC and the U.S. Government and its representatives to determine the

proper application and use of all funds paid to or for the account or benefit of the SUBCONTRACTOR.

The SUBCONTRACTOR assumes responsibility for reimbursement to Prime Sponsor a sum of money equivalent to the amount of any expenditures disallowed should the ASC, Prime Sponsor or an authorized agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the SUBCONTRACTOR for direct and/or indirect costs were not made in compliance with the applicable cost principles, regulations of the Prime Sponsor, or the provisions of this Subcontract. ASC agrees to provide SUBCONTRACTOR with the applicable citations to said cost principles, regulations, and/or provisions of the Subcontract that are the basis and support of said ruling of reimbursement to Prime Sponsor.

SUBCONTRACTOR agrees to comply with the requirements of OMB Uniform Guidance 2 CFR Part 200. SUBCONTRACTOR further agrees to provide ASC with a copy of the independent auditors' report within thirty (30) days of its issuance. If the report contains instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Subcontract, the SUBCONTRACTOR shall provide ASC copies of responses to auditors' reports, a plan for corrective action, and auditors' response that the noncompliance has been resolved. All reports prepared in accord with the requirements of OMB Uniform Guidance 2 CFR Part 200 shall be available for inspection by representatives of ASC or the government during normal business hours.

- 20. <u>Severability.</u> Should any part, term, or provision of this Subcontract be declared or determined by any court or other tribunal or appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term, or provision shall be deemed stricken and severed from this Subcontract. Any and all of the other terms of this Subcontract shall remain in full force and effect.
- 21. <u>Applicable Law.</u> This Subcontract and any disputes concerning it shall be interpreted under 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.
- 22. **No Third-Party Beneficiaries.** Nothing in this Subcontract is intended to benefit any person or entity other than Parties, and this Subcontract shall not be construed to provide any other persons or entities with any rights or remedies against the Parties. No one other than Parties shall be entitled to rely on the implementation or enforcement of any term of this Subcontract.
- 23. <u>Non-liability of Parties' Officials and Employees</u>. No member, official, employee or consultant of either Party shall be personally liable to the other Party or any successors, in the event of any default or breach by either Party or for any amount which may become due to the other Party or to its successors, or on any obligations under the terms of this Subcontract.
- 24. <u>Interpretation.</u> For purposes of construction and interpretation, this Subcontract shall be deemed to have been mutually drafted by the parties hereto. Thus, the parties to this Subcontract shall

determine and resolve any issues of ambiguity related to the interpretation of the provisions herewith.

- 25. <u>Federal Identification Number.</u> SUBCONTRACTOR'S Federal Taxpayer Identification Number is 95-6000930.
- 26. <u>Deliverables/Reporting Requirements.</u> SUBCONTRACTOR shall submit an annual performance report within thirty (30) days of completion of the project period (no later than January 30, 2017). Failure to submit required reports in a timely manner may result in delay of invoice payments for the period unless prior approval to submit late reports has been granted by the Lead Center Director, or designee. Additionally, failure to submit reports as indicated above, may result in termination of this Subcontract.
- 27. <u>Time and Effort Reporting</u>. SUBCONTRACTOR will maintain time and effort reports for full-time and part-time employees to support labor charged to this agreement, as specified in 2 CFR Part 200, as applicable.
- 28. **Principal Place of Business.** The Coachella Valley Small Business Development Center ("Service Center") located with a principal office located at 44-199 Monroe Street, Suite B, Indio, CA 92201-3094 shall serve as the principal place of business for the provision of services to existing and potential small business owners in the following service territory: from community of Cabazon east to City of Blythe, within Riverside County, California. The Service Center may also provide services consisting of scheduled business consulting and training at outreach centers. As used in this document, "outreach center" means a location where SBDC consulting and training services may be provided on an "as needed basis," outside of the normal Service Center setting. The Service Center and its satellite office(s) shall be open a minimum of eight (8) hours each business day and may provide services on evening and/or weekends based on policies and procedures of SUBCONTRACTOR. The Service Center and its satellite office(s) shall have prominent display of the SBA/SBDC co-branding at the front of the office at each satellite office and shall have separate and clearly identifiable operations, programs and phones from the SUBCONTRACTOR. The SUBCONTRACTOR shall obtain prior written approval from the Lead Center to relocate or change the address of the Service Center and satellite office(s). The facilities and staff of the Service Center and its satellite office(s) shall be located in such places as to provide maximum accessibility and benefits to the existing and potential small businesses for which the Service Center is intended to serve.
- 29. <u>Service Delivery Mechanisms.</u> The Service Center shall increase the contribution of the small business sector to the economic development of its service territory, as specified in Paragraph 26. The Service Center shall accomplish this by using a variety of service delivery mechanisms, including satellite, outreach locations, traveling consultants or electronic capabilities, when appropriate and by providing in-depth, high quality, one-on-one business consulting, training services, information and referral services, outreach and marketing services, and specialized services to existing and prospective small business owners. These services must result in business growth, expansion, job creation/retention, innovation, increased productivity; improved management of

small businesses; lead to positive economic impact; and meet the milestones of this Subcontract for calendar year 2016 as outlined in **Exhibit A**.

- 30. <u>Policies and Procedures Manual.</u> This Subcontract is subject to the terms and conditions of the Orange County/Inland Empire Regional SBDC Network Policies and Procedures Manual, as amended, attached hereto as **Exhibit E** (Policy and Procedures Manual) and incorporated herein by this reference. In the event of conflicting or otherwise inconsistent policies between the Policy and Procedures Manual and this Subcontract, the terms of this Subcontract shall prevail.
- 31. Other Agreements. The Service Center shall establish and maintain active agreements with other service providers (e.g., colleges, universities, economic development corporations, local government agencies) to further the objectives detailed in the Notice of Award /Cooperative Agreement (Exhibit C).
- 32. <u>Participation Agreements.</u> The Service Center shall establish and maintain annual participation agreements with private-sector persons or firms to provide professional consulting services when and if it is of mutual benefit to the private sector persons and/or firms and is clearly conducive to reaching the goals of the Subcontract (e.g., accounting. engineering, and law) at an agreed-upon rate (e.g., pro bono, market or below market rate). The objective of a participation agreement is to provide services not available from the Service Center's staff. Participation agreements shall be reviewed annually by the Lead Center.
- 33. Special Emphasis Groups. The Service Center shall identify and foster relationships with entities representing Special Emphasis Groups, as defined in Section 3.2 of Exhibit E, in order to increase the number of clients served in those populations when and if it is clearly conducive to reaching the goals of the Subcontract. Additionally, the Service Center shall endeavor to raise the level of awareness of its audiences at small business seminars, conferences and outreach program announcements about the needs of veterans and service-connected disabled veterans when and if it is clearly conducive to reaching the goals of the Subcontract.
- 34. <u>Service Center Director.</u> The Service Center Director will be Joaquin Tijerina, Economic Development Regional Manager, EDA. The SUBCONTRACTOR shall notify the Lead Center immediately upon Service Center Director resignation/termination.

The SUBCONTRACTOR shall appoint a new Service Center Director within sixty (60) days of a Service Center Director vacancy. An Acting Director may be appointed by the SUBCONTRACTOR for no more than one hundred eighty (180) days, until a permanent Service Center Director is selected. The SUBCONTRACTOR shall conduct its search for a new Service Center Director to obtain the most qualified candidate within its organization. Additionally, the Lead Center may be invited to participate in the interview process and may be consulted on the SUBCONTRACTOR's decision on the permanent director.

Attendance at network meetings and participation in network events by the Service Center Director is required. The Lead Center will publish a list of network meeting dates and events on an annual basis, which require participation by the Service Center Director.

The Service Center Director shall notify the Lead Center immediately upon any change in SBDC staff. SBDC Staff includes part or full-time subcontractors retained as client consultants.

The Service Center Director shall be a full-time (100%), senior manager who shall direct and monitor program activities and financial affairs of the Service Center to deliver effective services to the small business community, ensure Service Center compliance with applicable laws, regulations, OMB Uniform Guidance 2 CFR Part 200 and Executive Orders, as well as implement this Subcontract. The Service Center Director has authority to control expenditures under the Service Centers budget. The Service Center Director shall serve as the principal contact point for all matters involving the SBDC Network, as defined in Section 3.2, of Exhibit E.

- 35. Advertisement of Services Available from SUBCONTRACTOR's Service Center. SUBCONTRACTOR shall participate in community outreach, marketing and advertising efforts and projects at the network level conducted by the Lead Center, and use reasonable community outreach, marketing and advertising efforts to inform current and prospective Clients of the services available from SUBCONTRACTOR through its Service Center when and if it is clearly conducive to reaching the goals of the Subcontract.
- 36. **Budget Contingency Clause.** It is mutually agreed that if the Federal Budget Act of the current year and/or any subsequent years covered under this Subcontract does not appropriate sufficient funds for this Subcontract, ASC shall provide SUBCONTRACTOR with written notice thirty (30) days prior to the stoppage of funding under this Subcontract; provided, however, Subcontractor shall be paid in full for all allowable services provided up to the date of termination. After this thirty-day term this Subcontract shall be of no further force and effect. After said term, the ASC shall have no liability to pay any funds to the SUBCONTRACTOR or to furnish any other considerations under this Subcontract for work performed after SUBCONTRACTOR received said written notice of the insufficiency of funds. SUBCONTRACTOR shall not be obligated to perform any provisions of this Subcontract after receiving said written notice from ASC.

If funding for any fiscal year is reduced by the Federal Budget Act for purposes of this Subcontract, ASC shall offer an amendment to this Subcontract to the SUBCONTRACTOR to reflect the reduced amount.

37. <u>Agreements Funded in Whole or in Part by the Federal Government.</u> The SUBCONTRACTOR shall comply with applicable federal government provisions as set forth below:

This Subcontract is valid and enforceable only if sufficient funds are made available to ASC by the United States Government for the current federal fiscal year and/or any subsequent years covered for the purposes of this Subcontract. In addition, this Subcontract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Subcontract in any manner.

The SUBCONTRACTOR shall provide Cash Match and/or In-Kind Match as identified in **Exhibit B** attached. The SUBCONTRACTOR certifies that Cash Match and In-Kind Match as identified in **Exhibit B**, shall only be used for the purpose of this Subcontract and shall be expended proportionately with Lead Center and SBA funds. The SUBCONTRACTOR further certifies income derived from additional funds generated through the conduct of project activities ("Program Income") shall be spent solely to accomplish Lead Center and SBA Program objectives. The Service Center director shall monitor and be responsible for Cash Match, In-Kind Match, and Program Income contributions and expenditures. Neither Program Income nor other federal funds (except Community Development Block Grant (CDBG) funds) shall be used to meet the Cash Match requirement.

Program Income, including any interest earned, must be used to expand the quantity or quality of services, resources or outreach provided by the Service Center. Any unused Program Income shall be carried over to a subsequent budget period.

The SUBCONTRACTOR shall maintain complete and accurate records and supporting documentation to facilitate financial and/or program audits by ASC and/or the SBA. SUBCONTRACTOR shall furnish at its own expense (to the location specified by ASC) such records, including current financial statements, indirect cost rate agreements and documentation for matching funds, for examinations and review by ASC upon request. SUBCONTRACTOR shall provide ASC with the latest copy of SUBCONTRACTOR's Uniform Guidance 2 CFR Part 200 Single Audit report. Without limiting the generality of this paragraph, the SUBCONTRACTOR shall maintain time and effort records of part-time and salaried employees for determination of time charged to this Subcontract, as specified in and to the extent required by the U.S. Office of Management and Budget ("OMB") Uniform Guidance 2 CFR Part 200, as applicable. The SUBCONTRACTOR may transfer records to computer storage in accordance with the Cooperative Agreement. The SUBCONTRACTOR shall otherwise comply with the Cooperative Agreement and with the regulations in the U.S. Small Business Administration, Office of Small Business Development Centers Program Announcement, attached hereto as Exhibit D and incorporated herein by this reference ("OSBDC Program Announcement") and OMB Uniform Guidance 2 CFR Part 200 identified therein, to the extent applicable to the SUBCONTRACTOR's record retention. The SUBCONTRACTOR must maintain an updated list of funding sources and amounts for each source of funds it receives, including without limitation grants, contracts and other contributions. Additionally, for each source of funds, the SUBCONTRACTOR shall keep a record of the name and phone number of the person or entity from whom the funds were received, the amount of funding, the intended purpose, and any requirements, stipulations or limitations on the use of the funds imposed by the person or entity as a condition of that funding. All financial records and reports shall be certified and signed by the Service Center Director, and an authorized representative or designee of the Host Institution. In order to facilitate any audit conducted pursuant to California Government Code § 8546.7, the SUBCONTRACTOR shall retain all records pertaining to this Subcontract for not less than three (3) years after the date on which ASC makes the final report to the SBA under this Subcontract. If any dispute or audit is ongoing, the SUBCONTRACTOR shall continue to retain those records until the dispute is resolved or the audit is completed.

Notwithstanding the foregoing, Financial Records and Reporting requirements may be modified per annual Office of Small Business Development Centers (OSBDC) program announcement.

The Service Center shall maintain a separate budget distinguishable from that of SUBCONTRACTOR. The Service Center budget must be under the direct control of the Service Center Director employed by and designated by the Host Institution to manage and operate the Service Center. Budget allocation should be focused on direct client services in order to meet performance milestones. The SUBCONTRACTOR shall demonstrate to ASC's satisfaction, upon ASC's request, that the Service Center can and does oversee and manage its budget and maintain separate accounts and tracking as appropriate for reporting purposes and auditing requirements, and that the Service Center has systems in place to ensure sound fiscal and contractual management of the programs and activities conducted by the Service Center hereunder. The Service Center may report all match from all non-SBA funded programs that are under the direct management/oversight of the Service Center Director. The Service Center shall immediately notify ASC, and provide ASC with copies of any internal audits, reports or other documents prepared by the SUBCONTRACTOR which may affect the Service Center's budget, change in use of funds, or which conflict with budgetary information previously given by the SUBCONTRACTOR to ASC.

Overmatch (expended within one budget period) may be used: 1) as match against additional federal funding within the same budget period, 2) to offset confirmed audit disallowances applicable to the budget period in which the overmatch was expended; and/or 3) to match federal funds approved for carryover from the same budget period into the next budget period.

The consideration to be paid to the SUBCONTRACTOR, as specified in Exhibit B, shall be compensation for all of the Service Center's reimbursable expenses pursuant to this Subcontract, including, but not limited to labor, employee fringe benefits, operating expenses, equipment, overhead, employer taxes and insurance, subcontracting services, out-of-pocket expenses for travel and subsistence, and taxes due on equipment.

The SUBCONTRACTOR is hereby notified and agrees that payment of invoices, partial or in full, by ASC does not imply eligibility or allowability of expenditures included in the invoices. Final eligibility and allowability of expenditures per SBA and SBDC program requirements is determined via an official review of network financial documentation by the designated SBA Examiner for the applicable program year. The SUBCONTRACTOR shall be financially responsible for any and all expenses deemed unallowable by the SBA Examiner for the Service Center as long as SUBCONTRACTOR is allowed to provide information in connection with said expenses directly to the SBA Examiner.

The SUBCONTRACTOR hereby agrees to expend all allocated funds in the performance of its obligations under this Subcontract by **December 31, 2016**. The Service Center shall notify the Lead Center no later than **October 15, 2016** of any projected or estimated funds not expected to be expended by the performance period.

Without limiting the generality of the foregoing, the SUBCONTRACTOR is hereby notified that budget allocation is at the sole discretion of the Lead Center, based on evaluation factors contained within the Subcontract, including Service Center performance, operations efficiency and effectiveness, and allocated funds expended in the previous year. Notwithstanding said discretion, ASC agrees to notify SUBCONTRACTOR with written communication of the applicable citations, regulations, and/or evaluation factors in connection with the specific issues related to SUBCONTRACTOR's performance, operational inefficiencies, ineffectiveness, allocation of funds, and/or other factors that are the basis for said budget allocation and/or change. ASC agrees to provide SUBCONTRACTOR with forty-five (45) days to correct (the "Cure Period") the issues related to SUBCONTRACTOR's performance, operational inefficiencies, ineffectiveness, allocation of funds, and/or other factors that are the basis for said budget allocation and/or change. If after the Cure Period, SUBCONTRACTOR is unable to cure said issues, ASC shall move forward with its budget allocation and/or change and SUBCONTRACTOR shall revise its Matching Funds accordingly.

The SUBCONTRACTOR shall not receive additional compensation for reimbursement of costs not identified in **Exhibit B**, and shall not decrease the work to compensate therefore. Variations to **Exhibit B** are allowable as per the terms of the Orange County/Inland Empire Regional SBDC Network Policies and Procedures Manual, **Exhibit E**.

No requests for variations shall be submitted to the Lead Center after November 1, 2016. Requests for variations submitted after this date will be disapproved.

38. <u>Invoicing and Payment.</u> SUBCONTRACTOR shall invoice ASC for actual expenses incurred during the term of the Subcontract and in accordance with the attached Budget, provided as **Exhibit B.**

Invoices shall be sent to:

CSU Fullerton Auxiliary Services Corporation Ms. Denise Bell, Director, Office of Sponsored Programs 1121 N. State College Blvd. Fullerton, CA 92831

SUBCONTRACTOR will submit itemized invoices to ASC not less often than quarterly. Each invoice shall include an itemized expenditure report, in a format to be provided by the Lead Center, for federal, cash match, in-kind, and program income funds with an original signature of an authorized agent of SUBCONTRACTOR and Center Director, accompanied by general ledger detailed transaction report, supporting documentation and any necessary chart of accounts. ASC may return invoices to SUBCONTRACTOR for correction and resubmission prior to payment. ASC agrees to pay approved invoices within thirty (30) days upon receipt. In no event shall the SUBCONTRACTOR request reimbursement from the ASC for obligations entered into or for costs incurred prior to the commencement date or after the Expiration of this Agreement. Failure to submit invoices on time, may result in termination of this Subcontract.

The invoice containing the final costs to be paid by the ASC shall be identified as the "FINAL INVOICE". Final invoice expenditures shall reflect costs incurred but not previously submitted for the period ending December 31, 2016. The final invoice must be received by the Lead Center by **February 25, 2017**, and shall not include expenditures stated in previous invoices.

The final invoice shall be paid upon satisfactory completion of Subcontract work and submittal of the following:

- 1) All reports required in this Subcontract to the Lead Center Director as described in the Subcontract and the Exhibits, and in the current Orange County/Inland Empire District SBDC Network Policies and Procedures Manual;
- 2) A complete and accurate final invoice with required documentation to the Lead Center Director;
- 3) SBA Form 2113: Program Income;
- 4) A current equipment inventory list, as applicable

"Satisfactory completion" as used in this Subcontract means that the SUBCONTRACTOR has complied with all terms, conditions, and performance requirements of this Subcontract.

ASC agrees to make payment as promptly as fiscal procedures permit, however, such payment to SUBCONTRACTOR shall not exceed thirty (30) days upon receipt of the invoice, subject to approval of the Lead Center Director, or his or her designee, and contingent upon satisfactory documentation of costs and satisfactory completion of the terms of this Subcontract.

All Funds shall be used solely for the purpose of performing the work as set forth in this Subcontract and **Exhibit A**. Equipment, furniture, and supplies purchased with funds are for the use of the Service Center staff in furtherance of the SBDC Program. The Lead Center shall have final determination of allowable and reimbursable costs under this Subcontract.

39. <u>Miscellaneous Payment Provisions</u>. Funds allocated under this Subcontract for travel, subsistence and per diem rates shall not exceed those amounts specified in Exhibit B. No reimbursement for travel outside the Orange County/Inland Empire Region (Orange, Riverside and San Bernardino Counties) shall be allowed without prior written approval of the Lead Center Director or designee.

The SUBCONTRACTOR shall not use funds allocated under this Subcontract for any of the following purposes:

- 1) Entertainment expenses;
- 2) Professional dues and/or subscriptions for use by any person other than those identified as Service Center professional staff in Exhibit B;
- 3) Purchase, construction, renovation, alteration, improvement, or repair of capital assets, such as real estate and vehicles;
- 4) Influencing or attempting to influence public officials;
- 5) Partisan or nonpartisan political activity;
- 6) To further the election or defeat of any candidate for public office; or,
- 7) To provide voters or prospective voters with transportation to the polls or similar

assistance in connection with any election or in any voter registration activity.

The SUBCONTRACTOR is the fiduciary under this Subcontract and therefore is responsible for the administration and oversight of the Service Center.

39. Contents and Order of Precedence. Included in this Subcontract are the following exhibits:

Exhibit A Scope of Work

Exhibit B Budget

Exhibit C Notice of Award/Cooperative Agreement

Exhibit D OSBDC Program Announcement

Exhibit E Policies and Procedures Manual

The contents of each instrument below are incorporated within this Subcontract fully as though set forth herein in their entirety. In the event of a conflict between the provisions of each instrument, the following order of precedence shall govern the rights and obligations of the Parties:

- 1. Subcontract
- 2. Prime Award
- **40**. **Disputes**. 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. In the event the parties are unable to resolve any disputes after such good faith negotiations, the parties' shall have the right to seek all remedies available to them in law and equity.
- **41.** Entire Agreement. This Subcontract, including any referenced attachments, appendices and references, constitutes the entire Subcontract and supersedes any other written or oral representations, statements negotiations, or agreements.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties have executed this Subcontract on the dates set forth below:

"COUNTY"	"ASC"
COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Economic Development Agency By: John Favaglione, Chairman Board of Supervisors	CSU FULLERTON AUXILIARY SERVICES CORPORATION, a non-profit auxiliary corporation By: Frank A. Mumford, Executive Director
Dated: JUN 0 6 2017	Dated: 5/8/17
ATTEST:	

APPROVED AS TO FORM:

Gregory P. Priamos Subcontract no. S-6128-CREDA Ref: ASC-50-1072-16

Kecia Harper-Ihem Clerk of the Board County Counsel

Jhala R. Brown,
Deputy County Counsel

EXHIBIT A COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY (CREDA)

1. STATEMENT OF WORK

Attachment 3 (Proposed SBDC Budget & Proposed Budget Justification/Narrative) and Attachment 7 (Personnel) contained in the Riverside County Economic Development Agency's proposal dated May 31, 2016 is replaced by the final list of personnel and budget provided in Exhibit B.

- 2. METRICS SHEETS DATED JULY 24, 2015
- 3. LEGISLATIVE STRATEGY AND REQUIREMENTS AND TRACKING LOG

Statement of Work



Coachella Small Business Development Center
Riverside County Economic Development Agency
May 31, 2016

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EXHIBIT A COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY (CREDA)

Additional Attachments:

Attachment 7 Personnel List
Attachment 3 Proposed SBDC Budget
Proposed Budget Justification/Narrative
County of Riverside Comprehensive Annual Financial Report
County of Riverside IRS Filing Status
Attachment 4 Certifications and Assurances

Attachment 1 COVER SHEET

CSUF – Auxiliary Services Corporation
Orange County/Inland Empire Small Business Development Center Network
Submit four (4) copies of the proposal to
Address indicated in SECTION I, INTRODUCTION, Paragraph H.

The submission of this proposal does not obligate ASC to fund the proposed program. If the proposal is approved for funding, a contract will be executed between the ASC and the bidder. When funding is authorized, the bidder will be expected to adhere to the terms of the executed contract.

Full Legal name of Bidder's Company/Organization:

<u>County of Riverside Economic Development Agency</u>

Mailing/Street Address: 3403 10th Street, Suite 400, Riverside, CA 92501

Phone Number: <u>951.955.8916</u> Fax Number: <u>951.955.4837</u>

Federal Taxpayer Identification Number:

Statu	s of Contractor Proposing to do business (Check which apply)
	If a sole proprietorship, state the true name of sole proprietor:
	Corporation Place and date of incorporation: Date Corporation was authorized to do business in California:
	President:
\boxtimes	Government
	Name and Title of: Mayor, Chair of Board of Supervisors, School District, or Chair of Board of Governors: <u>John J. Benoit, Chairman of the Board of Supervisors</u>
	Name and Title of: City Manager, County Executive, Superintendent of Schools, or President,

Executive Summary

The Riverside County Economic Development Agency is pleased to submit for the Coachella Valley Small Business Development Center (SBDC) subcontractor Request for Proposal. The proposed partnership between the Small Business Administration, the Lead Center at California State University, Fullerton, and the County of Riverside in operating the SBDC will provide for effective and leveraged service delivery in the Coachella Valley.

This proposed SBDC will be based within our Coachella Valley Business Center and Workforce Development Center (Center) in Indio. The facility contains several conference rooms, a computer lab, and offices that will be used for one on one consulting with SBDC clients. The Center currently houses staff from the following organization:

- Riverside County Economic Development
- East Valley Coalition Economic Development
- Riverside County Workforce Development
- State of California Employment Development Department
- U.S. Small Business Administration

The colocation of the SBDC in the Center is the best location for service the Coachella Valley's small business community and is already utilized by the County's partner agency the Coachella Valley Women's Business Center.

Description of Organization

A. Riverside County Economic Development Agency Services and Activities

The main goal of economic development is improving the economic well-being of a community through efforts that entail job creation, job retention, tax base enhancements, and quality of life improvements. As there is no single definition for economic development, there is no single strategy, policy, or program for achieving successful economic development. Economic development can also be described as a process that influences growth and restructuring of an economy to enhance the economic well-being of a community. At its heart, economic development is about building healthy economies in order to have healthy communities.

Riverside County Defines Economic Development through Five Key Pillars

- 1. Strengthen & Support Existing Businesses in Riverside County
 - Offer programs and services aimed at supporting businesses in order that they become more vital and profitable.

- 2. Prepare & Provide an Educated and Trained Workforce and Staff
 - Meet the workforce needs of Priority Industries
 - Ensure Staff are Trained to the Highest Professional Standards
- 3. Identify & Introduce New Businesses to Riverside County
 - Identify Priority Industries and Introduce Them to Riverside County
- **4. Collaborate & Coordinate** with Private and Public Partners to Create a More Vibrant Business Ecosystem in Riverside County
 - Leverage Existing and Future Relationships to Create Programs that Improve the Business Ecosystem regarding Innovation and Technology and Arts and Tourism
- 5. Encourage & Enhance the Business Environment of Riverside County
 - Improve Communication with Business
 - Involve Other County Departments, Other Government Agencies and Partner Organizations in Enhancing the Business Environment of Riverside County

Economic Development for Riverside County is a collaborative partnership between the County's Economic Development Agency (EDA), its 28 cities, and several regional Economic Development Corporations for the purposes of implementing business attraction and retention programs. The partnership is called Team Riverside County (TRC). Collaboration and leveraging financial and human resources are the cornerstone principles guiding the program. TRC's main objectives are to create Riverside County brand awareness on national and international levels, build relationships within the real estate and development community and lead generation.

Business Intelligence (BI) is the research unit of the Riverside County Economic Development Agency (EDA). It maintains and updates the statistical reports posted on the Demographics page of the EDA website and supports the data and mapping needs of the various divisions that comprise EDA. BI also responds to custom research and technical assistance requests from data users in general, such as business, education, nonprofits and government.

Customer Service - One Stop Shop

For business owners, real estate representatives, and site selectors, having one point of contact for the entire county is preferred and provides efficient customer service. EDA staff has expertise in Economic Development programs and services and has the important "local knowledge" of the county's various sub-markets. Services include:

- Targeted Promotion & Marketing
- Site Selection, Customized Site Tours
 & Community Introductions
- Financing Options
- Labor Market & Real Estate Data
- Data Collection, Analysis and Dissemination

- GIS Analysis& Mapping
- Operating Cost Analysis
- Incentive Analysis
- Workforce Recruitment
 Coordination
- Employer Interviews
- Technical Assistance

Networking Events

Networking events maximize exposure and TRC's brand reach. Networking events, group dinners, and sponsorship of special conference events support relationship building and lead development in an informal atmosphere.

Site Selection, Customized Site Tours & Community Introductions

An important concierge level service that EDA provides is customized site selection tailored to a business prospect's needs. If desired, a tour of the county and buildings/properties is provided in order to facilitate selection of the appropriate site. Introductions are provided to land owners, developers, brokers, and city representatives as needed. Business to business meetings are arranged as if desired.

Fast Track Permit Processing

One of the most critical tool the County offers to businesses deciding to locate in the unincorporated communities is expedited land use and permit approvals. Under the direction of the Board of Supervisors and Executive Office and with the support and partnership of the County's development review departments, EDA is able to reduce the time to market for customers in the program.

FINANCING PROGRAMS

Business Financing

The Economic Development Agency can help facilitate financing for businesses through a variety of programs including:

- New Riverside County Small Business Financial Assistance Program
- New Microloan Programs
- Small Business Administration Loans
- Industrial Development Bond financing for Manufacturers
- EB-5 Foreign Direct Investment
- Venture Capital

Recycling Market Development Zone Loans

SPECIAL PROGRAMS

East Valley Coalition

In 2015, the cities of Coachella, Indio, La Quinta and the County of Riverside to explore an eastern Coachella Valley economic development partnership opportunity to better serve the economic needs of the region. Representatives from the cities of Coachella, Indio, La Quinta and County of Riverside discussed forming a formal partnership over the next year, which was intended to conduct regional economic development activities. Staff worked collaboratively to develop a matrix defining measurable outcomes and to develop a formal agreement. In late 2015 the three entities were joined by the City of Coachella as a full partner. The jurisdictions jointly manage, coordinate, market and administer economic development programs and projects in the eastern Coachella Valley.

Esri Technology Deployment (ArcGIS/Story Mapping)

EDA has led the way in utilizing the County's long standing relationship with corporate partner, Esri, to deploy many of their tools in the field of Economic Development. This utilization of technology brings a stunning visual and spatial component to economic development information that is shared with customers. Tools utilized include:

- Story Mapping Projects
- ArcGIS Mapping
- Demographic Tapestry Segmentation

Incentive Zone Management

EDA has zone management responsibilities for two State-designated special incentive zones.

- Recycling Market Development Zone (low-interest loans for recycling companies in the zone)
- Inland SoCal Link Innovation Hub (partnership with the Port of Los Angeles, University of California, Riverside, and the County of San Bernardino.

Riverside County Innovation Alliance

EDA formed a partnership with the Tech Coast Angels (largest Venture Capital organization in the U.S.) and Riverside Community College (Tri-Tech) to develop innovation and technology initiatives that will support high-tech job creation and diversification of the region's economy.

Riverside County Business Seminar Series

EDA has partnered with the Inland Empire Small Business Development Center to offer two seminar series. The first is a series specifically for the City of Jurupa Valley and the second is a regional series hosted at the Riverside Workforce Development Center. These seminars build entrepreneurial and business capacity within the County.

Regional Strategy Development/Consulting

Because of its expertise in Economic Development, EDA is frequently sought to participate in strategy development and planning with a number of statewide and local organizations. Following are a sample of organizations that EDA has assisted with strategic planning.

- Riverside County EGIS Subcommittee
- Team California
- California Association for Local Economic Development
- Regional Economic Development Corporations
- Inland Empire Economic Partnership

Strategic Partnerships

Riverside County's involvement has forged critical partnerships with internal and external partners that allow it to be on the forefront of economic development activity at the state and local level. Involvement in these organizations yields tremendous benefit to the county in the form of lead generation, policy formulation, and capacity building.

Partners include:

- TriTech Small Business Development
 Center
- Inland Empire Small Business
 Development Center
- Enterprise Funding Corporation
 Board of Directors
- Corporate Real Estate Network
 Inland Empire Chapter
- Industrial Asset Management Council
- California Association for Local Economic Development

- National Association of Industrial & Office Properties, Inland Empire Chapter
- Southwest California Economic
 Development Corporation Board of
 Directors
- Coachella Valley Economic
 Partnership Board of Directors
- Inland Empire Economic Partnership Community Partner
- Cities
- Other Riverside County Departments

- Economic Development Corporations
- Governor's Office of Business and Economic Development
- Small Business Development Centers
- Small Business Administration

- Colleges and Universities
- Chambers of Commerce
- Commercial lending institutions
- Real Estate Professionals
- Trade Organizations
- Military Bases

Business Intelligence

Customer Service - One Stop Shop

For data users, having one point of contact for the dissemination of information is generally preferred and efficient. Business Intelligence staff has expertise in research and GIS mapping services. Services include:

- Data Collection, Analysis, and Dissemination
- GIS Analysis and Mapping
- Technical Assistance

Custom Research and GIS Mapping

Business Intelligence performs custom research and GIS mapping for a broad spectrum of customers, such as business, nonprofits, government and other EDA divisions.

Economic Indicators

The following economic indicators are tracked by Business Intelligence.

- Building Permits
- Home Prices
- Inflation

- Taxable Sales
- Unemployment Rate

The economic indicators point to the direction the Riverside County economy is going in. Data for these economic indicators are collected and a separate economic report for each indicator is produced and posted on the Demographics page of the EDA website. The following are the economic reports and the frequency of publication.

- Construction Permit and Valuation Monthly\Year-To-Date
- Consumer Price Index Monthly
- Home Prices Monthly\Annually
- Labor Force Monthly
- Taxable Sales —Quarterly\ Annually

Esri Story Maps and Web Apps

Bl produces story maps and web apps to support EDA's business attraction efforts and program administration. These have included the following.

State Data Center

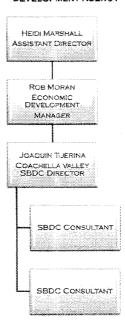
The State Data Center is a partnership between the U.S. Census Bureau and the California Department of Finance Demographic Research Unit that disseminates census data and provides technical assistance to data users. EDA is the local affiliate of the State Data Center (SDC) Network.

B. Evidence of Local Government Status

Please see the attached letter from the Internal Revenue Service verifying the County's filing status.

C. Organization Chart

COACHELLA VALLEY SMALL BUSINESS DEVELOPMENT CENTER HOSTED BY THE RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY



D. Capacity to Operate the SBDC

The Riverside County Economic Development Agency is well positioned and possesses all the resources of the County of Riverside to operate the SBDC. EDA has a deep understanding of the demographic and economic conditions of the Coachella Valley better than any institution in the region.

EDA has provided direct services to the business community of the Coachella Valley for over 30 years in unincorporated and city areas. The organization has a keen understanding of the needs of the small business community which will provide for a seamless transition to providing the services proposed in the Scope of Work. The demographics of the Coachella Valley vary from one community to another and EDA understands the differences between them. The Coachella Valley contains a large Hispanic community and all EDA team members that are a part of the SBDC proposal are bilingual.

In addition to expertise in providing direct services, EDA provides significant organizational infrastructure through its Fiscal division which is accustomed to managing many federal and state funding programs. The Fiscal division also understands the reporting mechanisms for these programs.

E. Organizational Capacity for Growth

EDA is a stable organization and is responsive to the growth patterns of the county. As business and population growth has occurred and continues to occur, EDA will serve the needs of the business community. Culturally, EDA has always maintained a private sector focus and due to this philosophy, EDA is able to move quickly to service the business community.

F. Organizational Ability for Separate Bank Accounts

EDA provides significant organizational infrastructure through its Fiscal division which is accustomed to managing many federal and state funding programs. The Fiscal division also understands the reporting mechanisms for these programs including program income. EDA will establish a separate fund in the County Treasury to only account for all finances for the SBDC.

- G. County of Riverside Comprehensive Annual Financial Report Please see the attached most recent County financial report that covers the EDA.
- H. Contractual Relationships Providing Cash or In-Kind Contributions This section is not applicable for submission purposes.
- I. List of All Funded Projects in the Organization

EDA receives grants for many programs and has significant capacity and expertise in managing grants from various organizations. The most recent examples include:

- U.S. Economic Development Administration Grant -\$1.2 million for a Revolving Loan Fund awarded in 2015.
- State of California Employment Development Department \$75,000 Employment Training Panel Grant awarded in 2015.
- State of California Employment Development Department \$100,000 Layoff Aversion program grant awarded in 2015.

• State of California Employment Development Department - \$447,000 to provide On-the-Job Training programs for Fiscal Year 2015/16.

J. Description of Proposed SBDC Location and Facility

The proposed location for the SBDC will be at the Coachella Valley Business Center/Workforce Development Center at 44-199 Monroe Street in Indio. The building is referred to as Monroe Park and is owned and operated by Riverside County. Riverside County's Economic Development Agency operates several divisions from this location including: Economic Development, Workforce Development, Project Management, Community and Cultural Services, Housing, Housing Authority, and Facilities Management. The State Employment Development Department and Department of Rehabilitation are partners in the Workforce Development Division operations. The County Department of Veteran Services, the Department of Public Social Services and Human Resources also operate from the location. The Unemployment Insurance Appeals Board holds hearings at Monroe Park and a non-profit; Include Me Inc., serving persons with disabilities also maintains offices at the site.

The dedicated space for the SBDC includes two offices and a resource room. The office will be staffed 8:00am-12:00pm and 1:00-5:00pm weekdays. The resource room currently has eight computers and has WiFi access. The building has ample free parking space. The building is handicap accessible and ADA compliant. The SBDC will also have access to an interview room that is especially designed for people with disabilities. Signage outside and within the main lobby will clearly identify the location of the Coachella Valley Small Business Development Center.

The location of the SBDC at Monroe Park also provides access to a variety of meeting room space. The type of space ranges from the conference center that will comfortably seat 120 participants, to a regular classroom to formal and small meeting rooms. The CVSDC also has access to a skills lab outfitted with 25 computers.

Co-locating the SBDC with the Workforce Development Center (WDC) will build on the synergy that already exists with businesses in the Coachella Valley that currently utilize the Indio WDC's business services. Businesses are familiar with the Indio WDC providing them job-postings, individual business recruitments, pre-screening candidates for employment, job fairs and Onthe-Job Training (OJT) opportunities to list a few.

The Indio WDC has an existing MOU with the Coachella Valley Women's Business Center (CVWBC). CVWBC holds many of their evening workshops at the WDC. CVWBC does QuickBooks training in the WDC skills lab. The Workforce and Economic Development divisions

of EDA have sponsored workshops and events with both SCORE and Coachella Valley Economic Partnership.

WDC staff also works with the State Employment Development Department's EDD Office in Blythe that is located on the campus of Palo Verde Community College. This provides an additional location in Blythe to coordinate SBDC services to small business.

K. Examples of Service Delivery

The EDA is experienced in providing numerous small business services including the following:

- Targeted Promotion & Marketing
- Site Selection, Customized Site Tours
 & Community Introductions
- Permitting Assistance in County and City Areas
- Business Registration and Licensing in County and City Areas
- Financing Options
- Labor Market & Real Estate Data
- Data Collection, Analysis, and Dissemination
- GIS Analysis and Mapping

- Operating Cost Analysis
- Incentive Analysis
- Workforce Recruitment
 Coordination On-the-Job Training and Employment Training Panel
 Programs
- Layoff Aversion and Rapid Response Services
- Employer Interviews
- Technical Assistance and Small Business Incubation
- International Trade Assistance

These services are provided in-house by EDA staff members and not part of EDA's additional service network provided by many private partner organizations.

L. Cooperative Agreements with the SBDC

The following organizations are partners of the EDA and will continue under cooperative agreements with the SBDC:

- Cities of Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella, Blythe
- Microenterprise Collaborative of the Inland Empire
- University of California, Riverside Palm Desert Campus
- College of the Desert

- Riverside County Innovation Alliance
- Palo Verde College
- Governor's Office of Business and Economic Development
- Coachella Valley SCORE Chapter
- Coachella Valley Tribal Governments
- Riverside County Workforce Development Board
- Salton Sea Authority

- Southern California Edison
- Imperial Irrigation District
- Coachella Valley Chambers of Commerce
- U.S. Department of Agriculture

- East Valley Coalition
- U.S. Small Business Administration
- U.S. Department of Commerce, International Trade

Personnel/Management

A. Narrative Description of SBDC Personnel Structure

The County will be the responsible entity for the Coachella Valley Small Business Center (SBDC). The Riverside County Economic Development Agency (Agency) will take lead in administering SBDC. Under the umbrella of Agency there are many divisions including those responsible for the economic, community and affordable housing development programs of the County. Agency administers the Urban County CDBG program, Housing Authority of Riverside County and Workforce Development. The Agency works to promote community revitalization, the attraction of new businesses, encourages job creation and business retention and capital investment in the County.

The Agency will utilize existing staff, furniture, fixtures and equipment and adequate allocated office and meeting space to be fully functional immediately upon award. All required infrastructure; phones, computers, internet connections and conference rooms are currently available and in place to begin full operations on July 1, 2016.

The SBDC will be managed by Joaquin Tijerina, Senior Development Specialist based in the Indio office. Joaquin has 20 years of experience working in Economic Development, Project Management, Construction Management and Fast Tracking entitlements with the County of Riverside. He is currently responsible for facilitating community and economic development planning, initiatives and activities; providing technical advice to businesses and developers, county departments and staff; identifying and fostering community economic development opportunities; securing funding for economic development activities and programs; assisting local organizations, businesses and individuals with establishing economic development plans and projects; and promoting the county in order to expand economic development opportunities and implement economic development strategies and related activities throughout unincorporated county areas. Joaquin is long time resident of Coachella Valley. He has experience working with monolingual Spanish speaking populations and is fluent in Spanish which given demographics of service area will allow for greater direct communication with Hispanic community requiring assistance. Joaquin will time be 100% committed towards the SBDC services. Joaquin earned his Bachelor of Science degree in Business Management from

the University of Redlands. He extended his education at University of California, Riverside and has attended numerous seminars, conferences and tradeshows to advance his knowledge in the field of economic development.

The SBDC Director will be supervised by Robert Moran, Economic Development Manager. Rob is the Economic Development Manager for the Riverside County Economic Development Agency. He is responsible for implementing business attraction and retention efforts throughout Riverside County. He works closely with several of the county's Economic Development Corporations, cities, chambers of commerce, and Small Business Development Centers. He is a graduate of California Baptist University with a Master of Public Administration and Cal Poly Pomona University with a degree in Business Administration. He has been with the Economic Development Agency since 1993. Robert will spend 20% of his time supervising the activities and staff of the SBDC. Robert is also a fluent Spanish speaker who can provide bilingual services to clients in the absence of Director or in addition to.

The SBDC will also have assistance from an Office Assistant III for 30% of time towards the delivery of services from the Indio WDC. OA III will be point of contact for clients seeking SBDC services. OA III will be bilingual to allow for services to be provided to Spanish speaking clients that call or visit SBDC.

The SBDC will be hosted at the Indio Workforce Development Center (WDC), which is one of many divisions under the Economic Development Agency's responsibility. One of the keys to the WDC's success is the relationship it has with its many workforce partners. From local businesses that are looking for employees to the community-based organizations that help provide youth and other services, the WDC works effectively to connect Riverside County residents to jobs and employers to the skilled workers they need to grow, compete and prosper. The Indio WDC is the hub of the county-wide service delivery vehicle for workforce, education and business services in the Coachella and Palo Verde Valleys. This location will allow for the close collaboration between WDC services and the SBDC services.

B. Resumes of Key Staff

JOAQUIN A. TIJERINA 44-199 MONROE STREET, SUITE B INDIO, CA 92201 (760) 863-2529

EXPERIENCE

Economic Development Regional Manager 07/05 to Present

Riverside County Economic Development Agency INDIO, CA

Currently responsible for facilitating community and economic development planning, initiatives and activities; provide technical advice to businesses and developers, county departments and staff; identify and foster community economic development opportunities; secure funding for economic development activities and programs; assist local organizations, businesses and individuals with establishing economic development plans and projects; and promote the county in order to expand economic development opportunities and implement economic development strategy and related activities throughout unincorporated county areas.

Provide Project Management Services for a variety of capital improvement projects including fire stations, community centers, child care centers, roads, sewer and water lines. Negotiate, administer, and monitor contracts and agreements with architectural and engineering consultants; supervise development specialist staff with regards to specific projects by prescribing procedures and methods, scheduling and assigning tasks, monitoring progress, reviewing results, and being responsible for effectiveness and efficiency, completion of tasks and the evaluation of work performance. Provide technical advice to businesses and developers, county departments and staff. Determine financial impact, monitor project budgets; make recommendations regarding projects to be funded, present justification to administration

Development Specialist III/II 12/99 to 07/05

Riverside County Economic Development Agency INDIO, CA

Worked on the Mobile Home Tenant Loan Program, a housing project in the cities of Mecca and Thermal using Redevelopment Agency funds to assist very low-income and Farm Worker families purchase new mobile homes to replace sub-standard mobile homes. Acted as Liaison for the county with non-profits agencies, mobile home park owners, and local state, and federal agencies. Served as Loan Officer for the county drawing up Promissory Notes, issuing Escrow Instructions and Disclosures Statement required for loans to eligible families and served as an advocate for families participating in program.

EDUCATION

Bachelor of Science, May 2001 University of Redlands, Redlands, CA Major: Business and Management

Associates of Arts, January 1998
College of the Desert, Palm Desert, CA
Major: Business Administration

Center for Government Excellence April 2008

Management Excellence Academy, Riverside County

SKILLS

Experience in organizing and coordinating community groups Bilingual; Ability to speak, read, and write English and Spanish

ROBERT MORAN 1325 SPRUCE STREET, SUITE 110 RIVERSIDE, CALIFORNIA 92507 WORK 951.955.6673

EMAIL: rmoran@rivcoeda.org

EXPERIENCE

EDA DEVELOPMENT MANAGER

Riverside County Economic Development Agency 12/08 - Present

Management of the Economic Development division responsible for Fast Track permit processing program, business attraction and retention programs for unincorporated areas of western Riverside County. Supervision of employees that plan, develop, monitor, and evaluate economic development programs. Development of a commercial and industrial loan program. Negotiate and supervise the negotiation of commercial and industrial development project financial assistance loans and grants, and coordinate with financial institutions on lending terms. Make program policy recommendations to the Assistant County Executive Officer/EDA, Managing Director and Assistant Director, the Workforce Development Board, the Board of Supervisors, and federal and state officials and agencies. Managed the creation of the Economic Development division accounting system with multiple cost categories and corresponding billing codes. Produced annual budgets for the division within the accounting system.

PRINCIPAL DEVELOPMENT SPECIALIST

Riverside County Economic Development Agency 9/00 – 12/08

Management of the Economic Development division responsible for Fast Track permit processing program, business attraction and retention programs for unincorporated areas of western Riverside County. Conduct in-depth research into land use and development proposals to provide feasibility recommendations to developers and the Board of Supervisors. Coordination of economic development activities with cities and private organizations throughout County. Management of University Research Park properties including sale and disposition and property management. Coordinate the development of a large industrial and commercial Specific Plan and Environmental Impact Report. Management and training of division staff.

SENIOR DEVELOPMENT SPECIALIST DEVELOPMENT SPECIALIST III

DEVELOPMENT SPECIALIST II

Riverside County Economic Development Agency 4/96-9/00

Negotiation and execution of Owner Participation Agreements, infrastructure reimbursements, and fee waivers with developers in order to facilitate new industrial projects. Coordination of Fast Track program.

EDUCATION

Master of Public Administration California Baptist University, Riverside, June 2014

Bachelor of Science in Business Administration California State Polytechnic University, Pomona June 1991

C. List of Participation Agreements

EDA will enter into Participation Agreements with various individuals and organizations that provide the services identified in the Scope of Work section. Those services will be contracted with entities at the SBA/Lead Center standard rate of \$55/hour.

Market Assessment for Services Provided

A. Narrative Description of Target Market

The service area of the SBDC will cover from the unincorporated community of Cabazon east to the City of Blythe on the state of California border at the Colorado River. The Coachella Valley is located inland in the central part of Riverside County approximately 110 miles east of Los Angeles and San Diego. The service area for the SBDC will encompass 4,855 square miles of the county. Within the service area there are ten incorporated cities; Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage and eighteen unincorporated communities; Bermuda Dunes, Chiriaco Summit, Desert Center, Desert Edge, Desert Palms, Indio Hills, Mecca, Mesa Verde, North Shore, Oasis, Ripley, Sky Valley, Thermal, Thousand Palms, Vista Santa Rosa, West Garnet, Whitewater and Windy Point.

The current year total population within the SBDC service area is 466,565 and is projected to grow approximately by 1.12% annually from 2015 to 2020 and reach 493,375 residents. The current demographic breakdown is 51.1% male and 48.9 % female. The Hispanic origin of the population in the SBDC service area represents 53.9% of residents compared to 17.6 % of the United States population. This demographic is consistently underserved and contains many monolingual Spanish speaking people that will require SBDC staff to conduct outreach and provide services in Spanish. Targeted marketing will be undertaken to reach diverse groups of minorities, veterans, the disabled and Native American populations with the SBDC service area.

The use of print and social media in addition to networking will be utilized to reach small business owners and entrepreneurs.

B. East County Industry Sectors

The Coachella Valley's top industry sectors include Hospitality and Food Service (26,000 jobs), Retail Services (21,200 jobs), and Health Care (21,100 jobs). Additionally, these sectors also represent the fastest growing sectors in terms of job growth. Growth in these sectors is expected to range from 12-44% depending on the sector.

As these sectors represent the majority of small business growth in the Coachella Valley region, there will be opportunities for entrepreneurs and innovators to start new businesses and expand existing enterprises.

C. Needs and Benefits of SBA Funding

The funding to be provided by the Small Business Administration will be used to conduct outreach and provide direct services to a varied demographic within the service area. Multiple methods will be used to promote and publicize the program, generating interest and SBDC clients. Outreach will be conducted to the media, other existing program service providers, and business professionals within the region. Staff will make numerous public appearances to inform chambers of commerce, lenders and business development organizations of the availability of services to be provided through the SBDC. Staff will use the existing information networks which have been developed with the business and finance community through the Coachella Valley Business Center that offer business programs and workshops. Local newspapers will publish articles regarding the SBDC on a regular basis and outreach will be conducted to the major network affiliated television stations located in the Coachella Valley.

D. SBDC Complimenting Existing Service Delivery

The Coachella Valley is fortunate to have various organizations providing a variety of specialized services to the small business community in the Coachella Valley. The SBDC will collaborate and enter into Partnership Agreements with those that will provide service delivery. EDA regularly collaborates with SCORE, the Coachella Valley Women's Business Center and the Coachella Valley Economic Partnership along with many others in the delivery of services without duplication. Regular formal meetings along with informal gatherings will be encouraged with service providers to ensure the most efficient and effective deployment of each provider's service in order to avoid any duplication of resources or efforts. Collaborative efforts will help ensure the delivery of the highest quality business assistance services to the benefit of the client and the best use of SBA funding.

Scope of Work

The Economic Development Agency (EDA) will develop, implement and manage the delivery of business services within the SBDC target market in accordance with Federal, State and ASC grant requirements. The services to be offered will include private business consulting, capital access, training seminars, and workshops. These services will be in the below listed areas:

A. Mandatory Services

1. Consulting

EDA Staff and contracted independent consultants will provide no-cost, one-on-one, confidential consulting on a wide range of important business topics such as financing, marketing, strategic planning, business plan development and managing for growth. The SBDC also serves as a technical assistance provider for lenders, helps entrepreneurs choose to invest in them and helps them develop successful business plan strategies. SBDC will assist small businesses in solving issues in the following areas: operations, manufacturing, engineering, evaluation and adoption of new technology solutions, personnel administration, marketing, sales, merchandising, accounting, loan readiness, technology commercialization, equity financing, securing loans, business strategy, development, and other disciplines necessary for small business growth, expansion, innovation, productivity and management improvement. Consulting sessions will also be offered in Spanish when possible.

The SBDC will hire consultants to assisting businesses in the following areas:

- Start-Up Assistance
- Business Structure/Formation
- Business Plan Assistance
- Marketing/Advertising/Public Relations
- Social Media and Online Marketing
- Sales and Business Development
- Access to Capital
- Accounting/QuickBooks
- Financial Analysis/Cash Flow Management

- Business Model
- Strategic Planning
- Market Analysis
- Government Contracting
- Profitable Sustainability/Green
- Management
- Comprehensive Business Strategic Assessment and Analysis
- Purchasing/Selling Businesses
- Web Development

As identified in section B of the Market Assessment above, the leading growth sectors of Healthcare, Hospitality and Food Service, and Retail Services in the Coachella Valley will spur new business start-ups and expansion of existing businesses. Consulting services will be tailored

to these sectors by hiring industry experts to assist businesses. For example, a retired or an active restaurant owner would be hired to consult food service businesses in their needs.

An area of significant challenge for the small business community of the Coachella Valley has always been access to start-up and expansion capital. Specialized consultants will be contracted with to assist in capacity building with small businesses in order to be able to identify and access capital including angel and venture capital financing, micro lending, state and federal loan programs, and traditional lending programs.

2. Expected Consulting Results

Attachment 5 Planned Milestone Accomplishments

SBDC will commit to producing and documenting the following measurable goals:

Economic Impact (Client Success)	2016 Expected Outcomes	
Total New Businesses Started	30	
Total Capital Infusion	\$12,000,000	
Total jobs Created	140	
Total Jobs Retained	140	

3. Capital Access Assistance

SBDC will assist small businesses to obtain growth capital through lending and equity investments. Services to be provided in this area include business plan development, financial statement preparation and analysis, cash flow preparation and analysis, understanding lending terms, loan application assistance, coaching on presentations for equity investors and other related topics. SBDC will develop and maintain wide range of close partnerships with traditional banks, community and alternate lenders, angel capital networks/groups, governmental business grant and lending programs, and other equity investment organizations. SBDC will maintain regular networking links to lenders and equity investors.

4. Client Activity Performance Tracking

The SBDC will participate in the measurement of services delivered and client successes through the use of proprietary the online tracking system called Neoserra (or other tracking system). The training of the use of this system will be provided by the Orange County Inland Empire SBDC Lead Center to SBDC personnel.

B. Optional Services

1. Training, Workshops, Seminars

The SBDC will offer training, workshops, seminars and cosponsored conferences that are relevant to groups of business owners and entrepreneurs in the Coachella Valley. These offerings will be designed to teach practical, hands-on small business management skills. Our trainings are facilitated by dynamic, knowledgeable instructors, and range in content from introductory to advanced levels. Topics include marketing, cash flow, financial statements, business valuation, sales, bookkeeping, accounting, strategic planning and much more.

C. Project Management

To accomplish the Scope of Work tasks, the SBDC will link with Federal, State, and local governments, institutions of higher learning, non-government organizations, and the private sector. In support of this goal, the SBDC will enter into Cooperative Agreements with other service providers such as colleges, universities, chambers of commerce, economic development organizations and other service providing organizations to ensure optimal use and coordination of services.

Attachment 2 SBDC CONTACT INFORMATION

Authorize	ed Designee/ Contract Signatory	1 .	ble Administrator (SBDC s Supervisor)
Name	Heidi Marshall	Name	Rob Moran
Title	Assistant Director	Title	EDA Development Manager
Phone	951.343.5409	Phone	951.955.6673
E-mail	hmarshall@rivcoeda.org	Email	rmoran@rivcoeda.org
Business	Fiscal Officer	Contract	Officer
Name	Peggy Sanchez	Name	Joaquin Tijerina
Title	Deputy Director	Title	Senior Development Specialist
Phone	951.955.3132	Phone	760.863.2529
E-mail	psanchez@rivcoeda.org	E-mail	jtijerina@rivcoeda.org

Attachment 6 PLANNED 2016 CLOSURE DATES: JULY 1, 2016 – JUNE 30, 2017

HOLIDAY	CLOSED DATES
Independence Day	Monday, July 4th
Labor Day	Monday, September 5th
Columbus Day	Monday, October 10th
Veteran's Day	Friday, November 11th
Thanksgiving Day	Thursday, November 24th
Day After Thanksgiving	Friday, November 25th
Christmas Day (observed)	Monday, December 26th
New Year's Day (observed)	Monday, January 2 nd
Martin Luther King Jr. Holiday	Monday, January 16th
President's Day (Lincoln)	Monday, February 13th
Presidents Day (Washington)	Monday, February 20th
Memorial Day	Monday, May 29th

Attachment 7

Personnel List

SBDC Center:

COACHELLA VALLEY SBDC

BUDGET Justification

NAME, POSITION TITLE, AND YEARS IN POSITION	FEDER SHAR		МАТСН	ANNUAL SALARY RATE	NO. MOS.	% TIME	TOTAL AMOUN REQUIR	$\mathbf{T} \Bigg $
	(1)		(2)	(3)	(4)	(5)	(6)	
Joaquin Tijerina	\$25,000	_	\$76,091	\$101,091 -	12	100%	\$101,091	-
Senior Development	\$	_	\$	\$ -			\$	
Specialist, 10 years	\$	-	\$	\$ -			\$	-
Dalamat Mana a Da	\$	-	\$	\$ -	10	200/	\$	-
Robert Moran, Economic	\$	-	\$39,677	\$27,852 -	12	20%	\$27,852	-
Development Manager, 7 years	\$		\$	\$ -			\$	-
years	\$	-	\$	\$ -			\$	-
Office Assistant III	\$	-	\$	\$11,274 -	12	30%	\$11,274	-
	\$	-	\$	\$ -			\$	-
	\$	- .	\$	\$		<u></u>	\$	-
	\$	-	\$	\$			\$	-
	\$	_	_\$	\$	Lawin et Venetunia estas estas estas	Heriotal Control (Chille Control	\$	-
TOTAL COST	\$25,000	-	\$127,042	\$140,217			\$140,217	

##END##

BUDGET JUSTIFICATION - Year (ESTIMATED COSTS) 2016

Name of SBDC Center:

COACHELLA VALLEY SMALL BUSINESS DEVELOPMENT CENTER

DESCRIPTION	SBA	CASH MATCH	GOBIZ MATCH	IN-KIND	INDIRECT	TOTAL
A. PERSONNEL. (Please complete page 3, Personnel List) Key personnel costs Professional staff Clerical staff	25,000 00	76,091.00 27,852.00 11,274.00		•		101,091.00 27,652.00 11,274.00 0.00
Total Salaries and Wages	25,000.00	115,217.00	0.00	0.00		140,217.00
B. FRINGE BENEFITS Full-time staff <u>%</u> rate Part-time staff <u>%</u> rate		37,758.00 15,869.00				37,758.00 16,869.00 0.00
Total Fringe Benefits	0.00	54,627.00	0.00	0.00		54,627,00
C. TRAVEL In-state: 5,000miles <u>@ 50.54 Imi. (current IRS rate)</u> Other In-State — Iravel to state meetings Out of state / ASBDC: Unplanned Out-of-Region Travel	2,700.00 1,200.00 5,650.00 1,300.00					2,700.00 1,200.00 5,650.00 1,300.00
Total Travel	10,850.00	0.00	0.00	0.00		10,850.00
D. EQUIPMENT Equipment (value >\$5,000/unit)	0.00	0.00	0.00	0.00		0.00
Fotal Equipment	0.00	0.00	0,00	0.00		0.00
E. SUPPLIES Office Supplies Food and Food Service Expenses	3,200.00 800.00	0.00	0.00 0.00	0.00 0.00		3,200.00 800.00
Total Supplies	4,000.00	0.00	0,00	0.00		4,000.00

BUDGET JUSTIFICATION CONTINUED

Page 2 of 3 Pages

					THE RESIDENCE OF THE RE	
	SBA	CASH MATCH	CASH MATCH	IN-KIND	INDIRECT	TOTAL
F. CONTRACTUAL	0.00	0.00	0.00	0.00		0.00
Total Contractuat	0.00	0.00	0.00	0.00		0.00
G. CONSULTANTS	60,000,00	00.0	0.00	0.00		60,000.00
Total Consultants	50,000,00	0.00	0.00	0.00		60,000,00
H. OTHER Accounting Community Outreach Conference Feos/ASBDC Dues Communications Copying Data Processing Events	0 00 2,500 00 1,100 00 3,800 00 500 00 0,00	0.00 0.00 0.00 0.00 0.00 0.00	0.00	12,500.00 0.00 0.00 0.00 0.00 0.00 0.00		12,500.00 2,500,00 1,100.00 3,600.00 500.00 0.00

Facilities (Not from host)	8,200 00	0.00 !	0.00	2,950.00	2 6 Exp 3 5 6 4 2 1	11,150.00
lasurance	0.00	0.00	0 00	0.00		0.00
Internet Media	0.00	0.00	0.00	0.00	0.000	0.00
Library Purchases	0.00	0 00	0.00	0.00		0.00
Marketing	0.00	0.00	0.00	0.00		0.00
Minor Equipment	0.00	0.00	0.00	0.00		0.00
Office Equipment Repair & Maintenance	0.00	0.00	0.00	0.00		0.00
Office Equipment Lease and Copy Usage	0.00	0.00	0.00	0.00		0.00
Postage	150.00	0.00	0.00	0,00		150.00
Printing	400.00	0.00	0.00	0.00		400.00
Professional Development	0.00	0.00	0 00	0.00		0.00
Publications	150.00	0.00	0.00	0.00		150.00
Software License	1,300.00	0.00	0.00	0.00		1,300.00
Donated Books	0.00	0.00	0.00	0.00	1000	0.00
Total Other	22,704.84	0.00	0.00	15,450.00		38,154.84
I. TOTAL DIRECT COST	122,554.84	169,844.00	0.00	15,450.00		307,848.84
J. INDIRECT COSTS						
_24% fate	27,445.16				49,762.56	68,207.72
O % waived indirect rate (basd on federal approved rate)						
TOTAL BUDGET	150,000.00	169,844.00	0.00	15,450.00	40,763	376,057

NOTE: All categories must be supported using this budget justification format. If additional space is required, for a narrative description, attach a separate sheet. A budget justification must be completed for the Lead Center and Service Centers. Totals must agree with the 424 and 424A.

SBDC Center: COACHELLA VALLEY SMALL BUSINESS DEVELOPMENT CENTER Page 3 of 3 Pages

Budget Justification Personnel

NAME AND POSITION TITLE	FEDERAL SHARE	MATCH	TOTAL ANNUAL SALARY	NO. MOS.	NO. MOS.	% TIME on SBOC PROGRAM	TOTAL AMOUNT REQUIRED FOR SBDC PROGRAM
	(1)	(2)	(3)	(4)	(4)	(5)	(6)
Joaquin Tijerna, Senor Development Specialist Robert Moran, Economic Development Manager Office Assistant III	25,000 0 0 0,00 0	76,091 39,677 11,274 0.00 0	101,091 27,852 11,274 0 0	12 12 12 12 12 12 12	12 12 12 12 12 12 12	100% 20% 30% 100% 100% 100%	101,091 27,852 11,274 0.00 0 0
TOTAL COST	25,000.00	127,042.00	140,217.00	12			

NARRATIVE LINE ITEM BUDGET JUSTIFICATION FOR CY 2016

amo of SBDC Center.

COACHELLA VALLEY SMALL BUSINESS DEVELOPMENT CENTER	BUDGET EXPLANATION	For each position of the SBDC, show Federal, Match, Annual Salary, Number of months, Level of Effort in Percentage, and Total Amount used as the basis to estimate personnel costs. For key personnel, list name and position title. For SBDC employees who are not key persons or personnel to be hired only position title is required.	SBDC: Joaquin Tijerina, Senior Development Specialist; rederal \$25,000; Match 76,091; total annual salary \$101,091; 100% time 300 allocated to CVSBDC; Full yearly salary used for determination. SBDC: Robert Moran, Economic Development Manader: Federal \$0:	Match \$27,852; Annual Salary \$139,260; 20% of time allocated to CVSBDC; \$27,852 of yearly salary used for personnel costs. SBDC: Office Assistant III; Federal \$0; Match \$11,274; total annual	salary \$37,579; 30% of time allocated towards CVSBDC; tull yearly 0 estimated salary used for personnel costst.	25,000	Show fringe rates for full-time and part-time staff. Do not include fringe cost in the total amount required for personnel. SBDC: \$0 Fringe Benefits used for Federal; Joaquin Tijerina yearly Fringe Benefits; actual \$37,758 used towards Match; Robert Moran actual yearly Fringe Benefits \$59,123 @ 20% equals \$11,825 used for	Match; Office Assistant III actual yearly Fringe Benefits \$16,813 @ 30% 0 equals \$5,044 used towards Match. 0
OO	TOTAL	H H	1.00 25,000	0.20	0.3	25,		
Name of SBDC Center:	LINE ITEM	A. PERSONNEL	Key Personnel Costs	Professional Staff	Clerical Staff	Total Personnel	B. FRINGE BENEFITS	Benefits of Full-Time and Part-Time Personnel

Provide purpose for in state and out of state travel. For local travel not requiring preauthorization provide total anticipated mileage and mileage rate. For travel requiring preauthorization, itemize destinations, mode of transportation, airfare or other transportation rates, number of trips, and number of travelers. Prior approval of the SBA is required for foreign and unplanned out-of-state (not in approved budget) travel.	SBDC: Travel to City of Blythe once a month, monthly meetings in Ontario, travel around Coachella Valley for events, meetings, trainings and outreach. Estimated 5,000 miles per year of travel at .54 per mile. SBDC: Travel to yearly CALED conference for one attendee to cover registration, airfare, ground transportation, hotel and meals. SBDC: Travel for two staff for annual conference to cover		List items costing \$5,000 or more. The recipient organization must maintain an inventory including cost and detailed description of each item. Equipment inventory must be made available upon request of the SBA. SBDC:	Show anticipated cost of supply items such as general office, operational, computer supplies, and other supply items costing less than \$5,000. The recipient organization must maintain an inventory of controlled supplies of higher dollar value or high potential for loss such as projectors, cell phones, furniture, etc., and it must be made available upon request of the SBA. SBDC: Purchase of Surface Pro with software required for use outside of office, upgrade to new cellular phone with hot spot capability, copier paper, and miscellaneous office suplies needed.
G. TRAVEL	In-State Mileage 2,700 Other In-State	Out-of-State / ASBDC5,650Unplanned Out-of-Region1,300Total Travel10,850	D. EQUIPMENT 10tal Equipment 10tal Equipment	E. SUPPLIES General Office and Operational 4,000 Total Supplies 4,000

F. CONTRACTUAL	0	Should service center propose sub-contractual cost, please provide budget details, such as statement of work, number of hours and rate of pay. SBDC:
Total Contractual	0	1
G. CONSULTANTS	•	Specify the consultant's purpose and indicate the number of hours and rate of pay. SBDC: Estimated 1,091 consulting hours at average cost of \$55 per
Total Consultants	60,000 60,000	hour to be provided to small businesses.
H. OTHER		This category may include, but is not limited to computer software, copying, postage, printing, publications, subscriptions, dues; telephone, conference fees, and office space (indicate square footage).
Accounting	0	SBDC:
Community Outreach	2,500	SBDC: Costs associated with outreach efforts within coverage area.
Conference Fees/ASBDC Dues	1,100	SBDC: Fees and dues associated with national and local organizations
Communications	3,800	SBDC:
Copying	200	SDDC: copying services by outside vendor above capabilities of in-
Data Processing	0	SBDC:
Events	4,605	SBDC: Sponshorship of local and regional events to promote program SBDC: Yearly cost of 100% dedicated office 301 at Indio Workforce
	000 g	common core space at \$2.40 per square foot and including utilities,
Insurance	0	SBDC:
Internet Media	0	SBDC:
Library Purchases	0	SBDC:
Marketing	0	SBDC;
Minor Equipment	0	SBDC:

Office Equipment Repair & Maintenance	0	SBDC:
Office Equipment Lease and Copy Usage	0	SBDC:
Postage	150	SBDC: Postage for business related correspondence
Printing	400	SBDC: Printing of posters, banners and flyers for events
Professional Developpment	0	SBDC:
Publications	150	SBDC: Purchase of periodicals and trade publications
Software	0	SBDC:
	1,300	SBDC: Purchase of ESRI License to be used to assist clients
Donated: Books/Supplies	0	SBDC:
Total Other	22,705	
I. TOTAL DIRECT COSTS	122,555	
J. INDIRECT COSTS		
24% of Total Direct	27,445	
Waived Indirect (based on 28% federal approved rate)	0	
Total Indirect	27,445	
TOTAL BUDGET	150,000	

COUNTY OF RIVERSIDE, CALIFORNIA COMPREHENSIVE ANNUAL FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2015

RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL



PAUL ANGULO, CPA, MA COUNTY AUDITOR-CONTROLLER

COUNTY OF RIVERSIDE, CALIFORNIA COMPREHENSIVE ANNUAL FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2015



PREPARED BY THE OFFICE OF:

PAUL ANGULO, CPA, MA COUNTY AUDITOR-CONTROLLER

COUNTY OF RIVERSIDE COMPREHENSIVE ANNUAL FINANCIAL REPORT June 30, 2015

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COUNTY OF RIVERSIDE

List of Principal Officials As of June 30, 2015

ELECTED OFFICIALS

Board of Supervisors



KEVIN JEFFRIES
First District



JOHN F.
TAVAGLIONE
Second District



CHUCK WASHINGTON Third District



JOHN BENOIT Fourth District



MARION ASHLEY
Chairman
Fifth District

COUNTYWIDE ELECTED OFFICIALS



MICHAEL HESTRIN
District Attorney



STANLEY SNIFF
Sheriff
Coroner
Public Administrator



PAUL ANGULO Auditor Controller



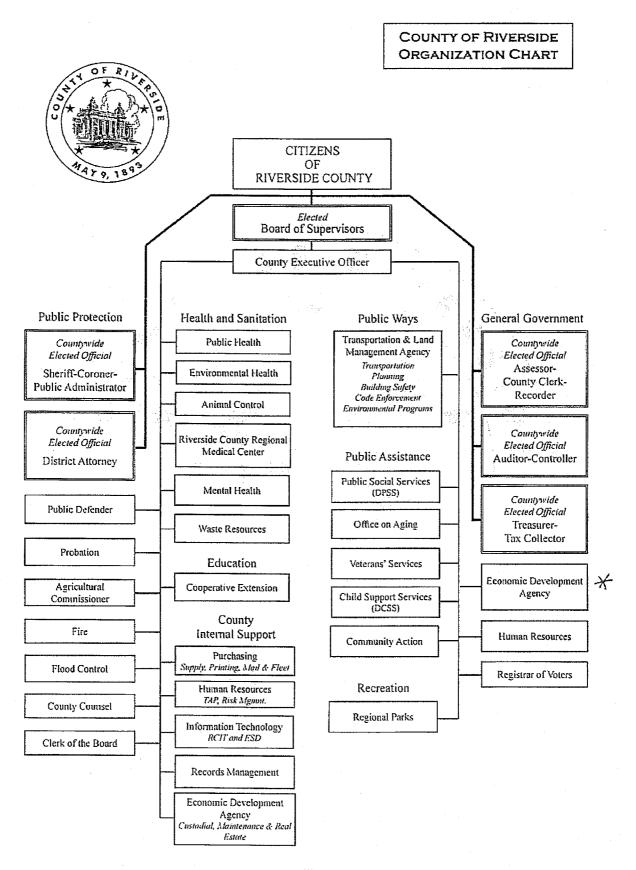
PETER ALDANA Assessor Clerk Recorder



DON KENT Treasurer Tax Collector

APPOINTED OFFICIALS

JAY ORR County Executive Officer GREGORY P. PRIAMOS County Counsel



COUNTY OF RIVERSIDE

SPECIAL REVENUE FUNDS

These funds were established for the purpose of accounting for the proceeds of specific revenue sources (other than major capital projects) that are legally restricted in expenditures for the specified purposes.

COMMUNITY SERVICES

This fund provides financing for public services. Public services provided by this fund group are: Housing and Urban Development (HUD) Community Services Grant, EDA Administration, Community Action Partnership, Job Training Partnership, Office on Aging, USEDA (United States Economic Development Administration) Grant, County Free Library, Structural Fire Protection, Homeless Housing Relief, Home Program, EDA U.S. Department of Agriculture Rural Development, Workforce Development, Healthy Kids, and Bio-terrorism Preparedness. The primary source of revenue for this fund is from State/Federal Grants.

COUNTY SERVICE AREAS

This county service area fund was established to provide authorized services such as road, park, lighting maintenance, fire protection, or water to specified areas in the County. They are financed by ad valorem property taxes in the area benefited, or by special assessments levied on specific properties.

REGIONAL PARK AND OPEN-SPACE

The Regional Park and Open-Space District is a special district established to provide legal authority and expanded opportunity for open space acquisition and management and transferred regional park responsibility from the County to the Regional Park and Open-Space District.

AIR QUALITY IMPROVEMENT

This fund accounts for Riverside County's portion of State of California motor vehicle fees restricted for the use of reducing air pollution.

IN-HOME SUPPORT SERVICES (IHSS)

The goal of the IHSS program is to enable elderly and/or disabled persons to remain safely in independent living as long as possible. This in-home assistance is designed to allow persons to remain in their home rather than be placed in an institutional setting. IHSS receives revenue for the following services: meal preparation and clean-up, food shopping, bathing, dressing, personal care, domestic services (cleaning), and assistance with medications.

PERRIS VALLEY CEMETERY DISTRICT

The Perris Valley Cemetery District is a public cemetery district operating under the provisions of the Health and Safety Code of the State of California. The Perris Valley Cemetery District was created in July 1927 for the purpose operating a public cemetery for the residents of the Perris Valley.

OTHER SPECIAL REVENUE

This fund provides financing to make services available to the public and governmental agencies. At the current time, the other special revenue fund accounts for the following services: Rideshare, AD CFD Administration, Aviation, Ladera Irrigation, National Date Festival, Cal-ID, Special Aviation, Supervisorial Road Districts, Multi-Species Habitat Conservation Agency, Riverside U.S. Grazing Fees, Mitigation Project Operations, Airport Land Use Commission, Proposition 10, and DNA Identification.

COUNTY OF RIVERSIDE

Combining Balance Sheet Special Revenue Funds June 30, 2015 (Dollars in Thousands)

		mmunity ervices	5	County Service Areas	P	tegional Park and pen-Space		Air Quality provement
ASSETS AND DEFERRED OUTFLOWS OF	-							
RESOURCES:								
Assets:		44.500	_		_	11.00**		, , , , ,
Cash and investments	\$	44,632	\$	21,215	\$	11,987	\$	159
Accounts receivable		58		•		280		-
Interest receivable		5		10		6		-
Taxes receivable		996		149		90		-
Due from other governments		7,780		-		285		117
Due from other funds		210		•		-		
Prepaid items		7				-		-
Total assets		53,688		21,374		12,648	. <u></u>	276
Deferred outflows of resources				-				-
Total assets and deferred outflows of resources	\$	53,688	\$	21,374	\$	12,648	\$	276
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES: Liabilities:								
Accounts payable	S	4.425	\$	52	\$	798	\$	_
Salaries and benefits payable		1,239		200		816		-
Due to other governments		625		_		10		10
Due to other funds		-		-		-		-
Deposits payable		1		31				_
Advances from grantors and third parties		1,260		-		728		_
Total liabilities		7,550		283		2,352		10
Deferred inflows of resources	***************************************	•		144		**		
Fund balances (Note 16):								
Nonspendable		35		1		20		-
Restricted		41.361		21.083		23		266
Committed		3.810				_		_ `
Assigned		932		7		10.253		-
Total fund balances	***************************************	46,138		21.091	******	10,296		266
Total liabilities, deferred inflows of resources,								
and fund balances	\$	53,688	\$	21,374	\$	12,648	\$	276

S	-Home upport ervices	V Cer	erris alley netery strict		Other Special Levenue		Total	
								ASSETS AND DEFERRED OUTFLOWS OF
								RESOURCES:
_		_				_		Assets:
\$	1,163	\$	627	\$	23,630	\$	103,413	Cash and investments
	-		-		44		382	Accounts receivable
	I		-		8		30	Interest receivable
	-		4		12		1,251	Taxes receivable
	968		-		127		9,277	Due from other governments
	-		-		. 9		219	Due from other funds
			-	<u></u>			7	Prepaid items
	2,132		631		23,830		114,579	Total assets
	<u> </u>							Deferred outflows of resources
\$	2,132	\$	631	\$	23,830	S	114,579	Total assets and deferred outflows of resources
								LIABILITIES, DEFERRED INFLOWS
								OF RESOURCES, AND FUND BALANCES:
								Liabilities:
\$	-	\$	22	\$	2,265	\$	7,562	Accounts payable
	163		-		340		2,758	Salaries and benefits payable
	109		-		1		755	Due to other governments
	-		-		127		127	Due to other funds
	_		289		-		321	Deposits payable
			-		46		2,034	Advances from grantors and third parties
	272		311		2,779		13,557	Total liabilities
	-		4				4	Deferred inflows of resources
								Fund balances (Note 16):
	5		-		13		74	Nonspendable
	1,855		316		15,534		80,438	Restricted
	-		-		592		4,402	Committed
	-	-			4,912		16,104	Assigned
	1,860		316		21,051		810.101	Total fund balances
								Total liabilities, deferred inflows of resources,
\$	2,132	\$	631	<u>\$</u>	23,830	\$	114,579	and fund balances

COUNTY OF RIVERSIDE

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Special Revenue Funds
For the Fiscal Year Ended June 30, 2015
(Dollars in Thousands)

		mmunity ervices		County Service Areas	F	Regional Park and pen-Space	Qu	ir ality vement
REVENUES:								
Taxes	S	50,610	\$	704	\$	4,487	\$	-
Licenses, permits, and franchise fees		-		-		-		-
Fines, forfeitures, and penalties		445						-
Use of money and property:								
Investment earnings (loss)		72		77		44		1
Rents and concessions		1,354		. 1		984		-
Aid from other governmental agencies:								
Federal		60,612		-		-		-
State		3,156		9		339		532
Other		20,208		414		714		-
Charges for services		1,481		9,521		9,606		-
Other revenue		10,898		14		237		-
Total revenues		148,836		10,740		16,411		533
EXPENDITURES:								
Current:								
General government		9,575		-		-		-
Public protection		-		68		579		311
Public ways and facilities		-		6,384		-		-
Health and sanitation		3,731		766		•		-
Public assistance		59,780		-		•		-
Education		20,165		•		•		-
Recreation and culture		35		889		19,900		
Total expenditures		93,286		8,107		20,479		311
Excess (deficiency) of revenues over (under) expenditures		55,550		2,633		(4,068)		222
OTHER FINANCING SOURCES (USES):								
Transfers in		10,054		2,616		3,803		_
Transfers out		(60,763)		(4,909)		(1,024)		(232)
Total other financing sources (uses)	***************************************	(50,709)		(2,293)		2,779		(232)
NET CHANGE IN FUND BALANCES		4,841		340		(1,289)		(10)
Fund balances, beginning of year		41,297		20,751		11,585		276
FUND BALANCES, END OF YEAR	\$	46,138	S	21,091	\$	10,296	\$	266

S	i-Home lupport ervices	Perris Valley Cemetery District		Other Special Revenue		Total	
6			•	0.13	_		REVENUES:
\$	•	S 225	\$	843	\$	56,869	Taxes
	-	-		685		685	Licenses, permits, and franchise fees
	•	-		789		1.234	Fines, forfeitures, and penaltics
							Use of money and property:
	4	3		71		272	Investment earnings (loss)
	-	-		6,062		8,401	Rents and concessions
							Aid from other governmental agencies:
	1,276	-		92		61,980	Federal
	1,315	3		68		5,422	State
	•	22		2,034		23,392	Other
	-	273		10,874		31,755	Charges for services
		-		584		11,733	Other revenue
	2,595	526		22,102		201,743	Total revenues
							EXPENDITURES:
							Current:
	-	-		7,402		16,977	General government
	-	448		6,030		7,436	Public protection
	•			6,514		12.898	Public ways and facilities
		-		1		4,498	Health and sanitation
	3,009	-		-		62,789	Public assistance
	-	-		_		20,165	Education
	-	-		-		20,824	Recreation and culture
	3,009	448		19,947		145,587	Total expenditures
							Excess (deficiency) of revenues
	(414)	78		2,155		56,156	over (under) expenditures
							OTHER FINANCING SOURCES (USES):
	662	_		2,075		19,210	Transfers in
	(203)	(80)		(5,390)		(72,601)	
	459	(80)		(3.315)		(53,391)	Total other financing sources (uses)
***************************************							-
	45	(2)		(1,160)		2,765	NET CHANGE IN FUND BALANCES
	1.815	318		22,211		98,253	Fund balances, beginning of year
\$	1,860	\$ 316	\$	21,051	<u>\$</u>	101,018	FUND BALANCES, END OF YEAR

COUNTY OF RIVERSIDE

Budgetary Comparison Schedule Community Services Special Revenue Fund For the Fiscal Year Ended June 30, 2015 (Dollars in Thousands)

		Budgeted Amounts				Actual	Variance with	
		Original		Final	Æ	Amounts	Fin	al Budget
REVENUES:								
Taxes	S	49,741	\$	50,710	\$	50,610	\$	(100)
Fines, forfeitures, and penalties		350		350		445		95
Use of money and property:								
Investment earnings (loss)		7		7		72		65
Rents and concessions		943		1,151		1,354		203
Aid from other governmental agencies:								
Federal		63,927		75,092		60,612		(14,480)
State		2,362		2,528		3,156		628
Other		19,044		19,044		20,208		1,164
Charges for services		8,875		3,027		1,481		(1,546)
Other revenue		12,489		8,965		10,898		1,933
Total revenues		157,738		160,874		148,836		(12,038)
EXPENDITURES:								
Current:								
General government		16,034		14,697		9,575		(5,122)
Public protection		50,621		3,004		-		(3,004)
Health and sanitation		3,071		7,860		3,731		(4,129)
Public assistance		69,952		72,552		59,780		(12,772)
Education		21,565		20,401		20,165		(236)
Recreation and culture		12		60		35		(25)
Total expenditures		161,255		118,574		93,286		(25,288)
Excess (deficiency) of revenues								
over (under) expenditures		(3,517)		42,300		55,550		13,250
OTHER FINANCING SOURCES (USES):		, , ,		,				
Transfers in		_		10,054		10,054		-
Transfers out		_		(60,763)		(60,763)		
Total other financing sources (uses)				(50,709)		(50,709)	·	_
NET CHANGE IN FUND BALANCE		(3,517)		(8,409)		4,841		13,250
Fund balance, beginning of year		41,297		41,297		41,297		
FUND BALANCE, END OF YEAR	\$	37,780	\$	32,888	\$	46,138	\$	13,250

COUNTY OF RIVERSIDE

SPECIAL REVENUE FUNDS

These funds were established for the purpose of accounting for the proceeds of specific revenue sources (other than major capital projects) that are legally restricted in expenditures for the specified purposes.

* COMMUNITY SERVICES

This fund provides financing for public services. Public services provided by this fund group are: Housing and Urban Development (HUD) Community Services Grant, EDA Administration, Community Action Partnership, Job Training Partnership, Office on Aging, USEDA (United States Economic Development Administration) Grant, County Free Library, Structural Fire Protection, Homeless Housing Relief, Home Program, EDA U.S. Department of Agriculture Rural Development, Workforce Development, Healthy Kids, and Bio-terrorism Preparedness. The primary source of revenue for this fund is from State/Federal Grants.

COUNTY SERVICE AREAS

This county service area fund was established to provide authorized services such as road, park, lighting maintenance, fire protection, or water to specified areas in the County. They are financed by ad valorem property taxes in the area benefited, or by special assessments levied on specific properties.

REGIONAL PARK AND OPEN-SPACE

The Regional Park and Open-Space District is a special district established to provide legal authority and expanded opportunity for open space acquisition and management and transferred regional park responsibility from the County to the Regional Park and Open-Space District.

AIR QUALITY IMPROVEMENT

This fund accounts for Riverside County's portion of State of California motor vehicle fees restricted for the use of reducing air pollution.

IN-HOME SUPPORT SERVICES (IHSS)

The goal of the IHSS program is to enable elderly and/or disabled persons to remain safely in independent living as long as possible. This in-home assistance is designed to allow persons to remain in their home rather than be placed in an institutional setting. IHSS receives revenue for the following services: meal preparation and clean-up, food shopping, bathing, dressing, personal care, domestic services (cleaning), and assistance with medications.

PERRIS VALLEY CEMETERY DISTRICT

The Perris Valley Cemetery District is a public cemetery district operating under the provisions of the Health and Safety Code of the State of California. The Perris Valley Cemetery District was created in July 1927 for the purpose operating a public cemetery for the residents of the Perris Valley.

OTHER SPECIAL REVENUE

This fund provides financing to make services available to the public and governmental agencies. At the current time, the other special revenue fund accounts for the following services: Rideshare, AD CFD Administration, Aviation, Ladera Irrigation, National Date Festival, Cal-ID, Special Aviation, Supervisorial Road Districts, Multi-Species Habitat Conservation Agency, Riverside U.S. Grazing Fees, Mitigation Project Operations, Airport Land Use Commission, Proposition 10, and DNA Identification.

Internal Revenue Service

Date: July 17, 2006

COUNTY OF RIVERSIDE AUDITOR-CONTROLLER PO BOX 1326 CA 92502-1326 RIVERSIDE

Department of the Treasury P. O. Box 2508 Cincinnati, OH 45201

Person to Contact:

Kim A. Chambers 31-07674 Customer Service Specialist Toll Free Telephone Number: 877-829-5500 Federal Identification Number: 95-6000930

Dear Sir/Madam:

This is in response to your request of July 17, 2006, regarding your organization's exemption from Federal income tax.

As a governmental unit or a political subdivision thereof, your organization is not subject to Federal income tax under the provisions of Section 115(1) of the Internal Revenue Code, which states in part:

> "Gross income does not include income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Because your organization is a governmental unit or a political subdivision thereof, its income is not taxable as explained above. Contributions used exclusively for public purposes are deductible under Section 170(c)(1) of the Code.

Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Your organization may obtain a letter ruling on its status under section 115 by following the procedures specified in Rev. Proc. 2004-1 or its successor.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

for Janna K. Skufca, Director, TE/G

Customer Account Services

Attachment 4

CERTIFICATIONS AND ASSURANCES

Match Certifications

Please list all individual sources of cash match with their originating funding source below.

Source of Cash Match	Dollar Amou	nt	Funding secured or pending?
County of Riverside General Fund (Salaries)	\$150,000	. (120,000,000	Funding pending approval of FY 16/17 budget.
	\$		
	\$	-	
	\$	-	
	\$		
	\$	-	
	\$	-	
	\$	-	
	\$	m	
Total Cash Match	\$150,000		

As the authorized representative of the Applicant Organization, I hereby certify that the Small Business Development Center program budget as set forth in this proposal contains actual cash dollars from sources other than the federal government, in the amount and from the sources listed above. I certify that these funds are/will be under the control of the SBDC Center Director and that these funds are not being used to match any other federal funds. I certify that signed contracts memorializing these funds are in place/will be in place and will be available at the Service Center for review by the Orange County/Inland Empire Lead Center upon request.

Name and Title of Authorized Official	Signature and Date	
Heidi Marshall, Assistant Director, EDA	feil- Sfall	5/31/2016

Certification of In-Kind Match

Please list all individual sources of in-kind match below. Please include waived indirect.

Source of In-Kind Match	Dollar	Amount	Funding secured or pending?
County of Riverside General Fund -Facility	\$15,450		Funding pending approval of
	\$	-	FY 16/17 budget.
	\$		
	\$	-	
	\$	-	
	\$		
	\$	-	
	\$	-	
	\$	**	
	\$	=	
Total In-Kind Match	\$15,450	-	

As the authorized representative of the Applicant Organization, I hereby certify that the Small Business Development Center program budget as set forth in this proposal contains only acceptable forms of in- kind match as defined by the Small Business Administration and in-kind match is under the control of the SBDC Center Director.

Name and Title of Authorized Official	Signature and Date	
Heidi Marshall, Assistant Director, EDA	-fed farlel	5/31/2016

Certification of Other Operational Funds (Non-Match)

Please list all other individual sources of funding that are maintained by/support the efforts of the SBDC. (Other Federal funds from DOL, WIA, EDA, Cal Trans, etc. that can't be used as cash match and other funds not pledged as cash match but are included in the SBDC's annual operating budget.) Do not include Program Income here.

Source of Other Operational Funds (Non-Match)	Dollar	Amount	Funding secured or pending?
Not applicable	\$	_	
	\$	-	
	\$	-	
	\$	-	
	\$	<u>.</u>	-
	\$	- Max	
	\$	-	
	\$	-	
	\$		
	\$	-	
Total Other Operational Funds (Non Match)	\$0	•	

As the authorized representative of the Applicant Organization, I hereby certify that the Small Business Development Center program budget as set forth in this proposal contains Other Operational Funds that will not be subject to SBA regulations but that will go toward funding the SBDC's annual operations. Other Operational Funds (not being used for the purpose of SBA match) are listed by amount and from the sources above. I certify that these funds are/will be committed to operating the SBDC in 2015. I further certify that these funds will be accounted for separately from funds obligated as cash-match to SBA funding. I certify that signed contracts memorializing these funds are in place/will be in place and will be available at the Service Center for review by the Orange County/Inland Empire Lead Center upon request.

Name and Title of Authorized Official	Signature and Date	
Heidi Marshall, Assistant Director, EDA	HED. Sfarll	5/31/2016

EXHIBIT A COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY (CREDA)

Other	Fun	ding

Dollar An	ount	Funding secured or pending?				
\$0	~					
\$	*					
\$	-					
\$	-					
\$	-					
\$0	*					
	\$0 \$ \$ \$ \$	\$ - \$ - \$ - \$ -				

Assurances:

The above-named Applicant Organization hereby submits this proposal to the Lead Center of the Orange County/Inland Empire Small Business Development Center (SBDC) Program, hosted by California State University, Fullerton – Auxiliary Services Corporation (CSUF-ASC) for the purpose of preparing and submitting a region-wide proposal to the U.S. Small Business Administration (SBA) to operate the Orange County/Inland Empire regional SBDC for the period January 1, 2016 – December 31, 2016.

All information contained herein is based upon best information available at the time of submission. Projected budgets, cash match and proposed milestones are based on factual data of the probable resources available to the applicant in the 2016-year. The Applicant Organization understands final funding decisions will be made by the Orange County/Inland Empire Lead Center and are subject to fund availability and final approval by our funding sources. Upon approval the Applicant Organization agrees to enter into a contract with the CSUF – Auxiliary Services Corp (ASC) that will reflect deliverables and budget set forth in the Cooperative Agreement with SBA and all applicable regulations and policies. The applicant understands that final deliverables and budget may be adjusted between the submission of this proposal and the final contract. The applicant agrees to notify the Lead Center about any significant changes to projected resource availability included in the proposal prior to the execution of a contract between CSUF - ASC and the applicant.

Name and Title of Authorized Official	Signature and Date
	Heil Yould
Heidi Marshall, Assistant Director, EDA	5/31/2016

EXHIBIT A COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY (CREDA)

Debarment Certification

I certify by submission of this proposal that neither the Applicant Organization nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name and Title of Authorized Official	Signature and Date
Heidi Marshall, Assistant Director, EDA	-feil.) faulil 5/31/2016

Certification Regarding Lobbying

The undersigned certifies that to the best of his/her knowledge and belief the following is true and correct:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name and Title of Authorized Official	Signature and Date
Heidi Marshall, Assistant Director, EDA	New Spall 5/31/2016

COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY (CREDA) METRICS SHEET



July 24, 2015

The Orange County / Inland Empire Small Business Development Center (OCIE SBDC), Network Center, has a network goal with the following for the SBA OSBDC 2016 Program Year Renewal Proposal:

- 1. 250 Business Starts
- 2. 1200 Long Term Clients
- 3. \$100,000,000 in Capital Infusion

Of this network goal, **TriTech SBDC**, Service Center, has pledged to contribute the following goals during the 2016 Program Year:

- 1. 16 Business Starts
- 2. 100 Long Term Clients
- 3. \$24,000,000 in Capital Infusion

Per the subcontract:

"The Service Center shall increase the contribution of the small business sector to the economic development of its service territory. The Service Center shall accomplish this by using a variety of service delivery mechanisms, including satellite, outreach locations, traveling consultants or electronic capabilities, when appropriate, and by providing indepth, high quality, one-on-one consulting, training services, information and referral services, outreach services, and specialized services to existing and prospective small business owners. These services must result in business growth, expansion, job creation/retention, innovation, increase productivity; improved management of small businesses; lead to positive economic impact; and meet the milestones of the subcontract."

This signed document will be included as part of the Service Center Scope of Work (referenced as Exhibit A in the Subcontract).

By signing this letter, I, as the Director of the TriTech SBDC, Service Center, agree to the 2016 negotiated goals and understand that the Orange County / Inland Empire SBDC, Network Center, will be measuring center performance based on these goals.

TriTech SBDC Director Signature

OCIE SBDC Regional Director Signature

Miss Daniel

Print Name

7/22/2015

Date

Date

800 North State College Blvd. SMGH 4157 Fullerton, CA 92831 (657) 278-2719 www.leadsbdc.org

EXHIBIT A COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY (CREDA)

California SBDC Legislative Strategy for Regional Networks & Service Centers

The CA SBDC Leadership Council has developed a statewide legislative strategy to promote and expand the role of all CA SBDC's at the state level. The objectives of this strategy are to educate legislators about the SBDC program, become the voice of the small business owner, and achieve sustainable funding. As part of the CA SBDC Leadership Council's legislative strategy, each lead center and service center play a major part in reaching the objectives. In order to achieve the stated objectives, the lead centers will be including in service center subcontracts the defined roles for the legislative strategy.

The lead center will be responsible for working with each service center director to carefully craft the message and talking points to legislators or staff as well as providing marketing material to be provided at meetings. The marketing material will include ways for the center to partner with the legislative office such as holding workshops or trainings on access to capital, start up assistance, or a veteran program. Additional examples of ways the center can partner with the local legislative office is (1) by doing a caravan the center and the legislator can spend a day visiting different small business clients in the district (2), convening a small business roundtable in his/her district. The lead center will provide as much assistance as needed by the service center. The lead center will be involved in the planning and execution of any caravan or small business roundtable. The lead center will also assist in setting up meetings should service centers need the assistance in developing relationships and will participate in the meetings should the center directors feel they would like such assistance.

The service centers will be responsible for the following:

- 1. Meeting with each assembly office at minimum twice a year
- 2. Meeting with each state senate office at minimum twice a year
- 3. Submitting at minimum (2) success stories to the lead center per quarter
- 4. Identifying 2-3 business champions that are clients for each center
- 5. Identifying 2-3 advocates (partners) for the SBDC program for each center
- 6. Host local events with legislators throughout territory at minimum once per quarter

Service centers will be responsible for reporting the above information semi-annually in the semi-annual and annual reports. Service centers will complete the attached spreadsheet and provide to the lead center.

An example of the spreadsheet is shown below:

EXHIBIT A COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY (CREDA)

Center Name Date of Event Title of office (Asm, Sen, etc) Name of Legislator Program Title Success Stories Submitted Center Name Date of Submission Client Name Client ID Major metrics achieved b business story, increased fullerror SBDC L1/1/16 Sugar Daddies 1691 occess to capital for \$10	Events partnered with Legislative Office Program Title Location of the event Location of the event Starting your Small Business Name of location: 111 ABC Street San Bernardino, CA	Outcomes/notes of meeting the event had 80 attenders and the assemblywoman welcomed the attenders and spake for 10 minutes on why they should open a small business in her district. The SBOC then taught a workshop on how to start your snall business. See evaluations and marketing malerial for the event in Neoserra. Will follow up with legislative office to see if there is another date/time the Assemblywoman would like to do another program
Date of Event Title of office (Asm, Sen, etc) Name of Legislator 1/1/16 Assembly Crepy Brown Success Stories Submitted Date of Submission Client Name 1/1/16 Sugar Daddfess 1691	Smoll Business	· · · · · · · · · · · · · · · · · · ·
1/1/16 Assembly Cretyl Brown Success Stories Submitted Date of Submission Client Name Client ID 1/1/16 Sugar Daddfess 1691	Small Business	·
Success Stories Submitted Date of Submission Glent Name Glent ID 1/1/16 Sugar Daddies 1691		
Date of Submission Glent Name Client ID 1/1/16 Sugar Daddies 1691		
	Major metrics achieved by client business stort, increased soles, access to copital for \$1M	
Business Champions & Advocates for Sevice Center**		
Center Name Champion or Advocate* Name Phone number Lass updated Fullerors SBDC Champion Sugar Daddies 714.916 6912	the state of the s	
* Business Champion is a client and an advocate is a partner of the program.		

EXHIBIT B S-6128-COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY (CREDA)

BUDGET JUSTIFICATION - Year 2016 (ESTIMATED COSTS)

Name of SBDC Center:

Coachella Valley Economic Partnership - Coachella Valley SBDC

DESCRIPTION	SBA	CASH MATCH	IN-KIND	INDIRECT	TOTAL
A. PERSONNEL (Please complete page 3, Personnel List) Key personnel costs Professional staff Clerical staff	12500 0 0	38045.5 13926 5637	0		50545.5 13926 5637
Total Salaries and Wages	\$ 12,500.00	\$ 57,608.50	\$ -		\$ 70,108.50
B. FRINGE BENEFITS Full-time staff rate Part-time staff rate	\$ -	18879 8434.5			
Total Fringe Benefits	\$ _	\$ 27,313.50	s -		\$ 27,313.50
C. TRAVEL In-state: 7.274 miles @ .565 /mi. Other In-State Out of state / ASBDC: 1 Director + 1 Consultant/Admin Unplanned Out-of-Region Travel: 1 Director + 1 Consultant/Admin CA SBDC	1350 600 2825 650	0 0 0	000000000000000000000000000000000000000		\$ 5,425,00
D. EQUIPMENT	5,425.00	\$ -	\$ -		5,423.00
Total Equipment	\$ -	s -	\$ -		\$ -
E. SUPPLIES	1600 400	0	0		
Total Supplies	\$ 2,000.00	\$ -	\$ -		\$ 2,000.00

EXHIBIT B S-6128-COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY (CREDA)

DESCRIPTION		SBA	CASH MATCH	IN-KIND	INDIRECT		TOTAL
F. CONTRACTUAL			7.				
Total Contractual	s	-	\$ -	\$ -		\$	
G. CONSULTANTS							
		30000	0	0			
·							
Total Consultants	s	30,000.00	s -	s -		\$	30,000.00
	3	30,000.00	3 -	· ·		_	30,000.00
H. OTHER Accounting	,	0	. 0	О		ŀ	0
Community Outreach Conference Fees		1250 550	. 0	0			1250 550
Communications		1900	0	0			1900
Copying		250	0	0			250
Data Processing		0	0	0			0000.40
Events Facilities		2032.42 4100	0	0			2032.42 4100
Insurance		4100	. 0	ő			0
Internet Media			0	0			0
Library Purchases Marketing		0	0	. 0			0
Minor Equipment	i	0.00	0	. 0			0
Website development		ō	Ö	0			. 0
Postage		75	0	0			75 200
Printing Professional Developmen		200 0	0	0			200
Publications	ŀ	75	ő	0			75
Software		919.9993548	0	0			919.9993548
Total Other	\$	11,352.42	\$ -	\$ -		\$	11,352.42
I. TOTAL DIRECT COST	\$	61,277.42	\$84,922.00	\$0.00			\$146,199.42
J. INDIRECT COSTS	\$	13,723			\$ 0.00	\$	34,103.86
24 % rate							
					٠		
TOTAL BUDGET		\$75,000.00	\$84,922.00	\$0.00	\$ 0.00	Г	\$180,303.28

NOTE: All categories must be supported using this budget justification format. If additional space is required, for a narrative description, attach a separate sheet. A budget justification must be completed for the Lead Center and Service Centers. Totals must agree with the 424 and 424A.

SBDC Center: Host Institution & Name of SBDC

Coachella Valley Economic Partnership - Coachella Valley SBDC

BUDGET JUSTIFICATION PERSONNEL

NAME, POSITION TITLE, AND YEARS IN POSITION		FEDERAL SHARE	матсн		ANNUAL SALARY RATE		NO. MOS.	% TIME	TOTAL AMOUNT REQUIRED	
	1	-1		-2	_	-3	-4	-5		-6
Joaquin Tijerina, Director	\$	25,000.00	\$	76,091.00	\$	101,091.00	12	100%	\$	101,091.00
Robert Moran, Economic Development Manager	s		\$	27,852.00	\$	27,852.00	12	100%	\$	27,852.00
Office Assistant	\$	-	\$	11,274.00	\$	11,274.00	12	15%	\$	11,274.00
	\$	-	\$	•	\$	-	12	25%	\$	-
	\$	-	\$	-	\$	-	12	43%	\$	-
TOTAL COST	ļ.	25,000.00	Ļ	115.217.00		440.247.00			_	140,217.00

OMB Approval No.: 3245-0148

U.S. Small Business Administr	ation	NOTIC	E OF A	WARD	Ε:	spiration Date: 6/30/2009					
1. AUTHORIZATION (Legislation/Regis 15 USC 648; 31 USC 60	vietion)	art 130	2. Grant/Cod SBAHQ								
3. RECIPIENT: (Name, Organizational	i Init Aristmesa)		4. PROJECT	PERIOD (Mo./Day/Yr.)	1	(Mc/DayYr)					
CSU Fullerton Auxilia		Corporation	From 0	1/01/2016	Through	12/31/2016					
Attn: PAULINA TAGLE			5. BUDGET	PERIOD (Mo /Day/Yr)		(Mo/Day/Yt.)					
2600 NUTWOOD AVENUE,	STE 275		From 0	1/01/2016	Through	Through 12/31/2016					
			6. FEDERAL	CATALOG NO.	7. ADMINIS	TRATIVE CODES					
FULLERTON CA 92831-3:	137		59.037)	6603001	EZ0C€4					
8. TITLE OF PROJECT/PROGRAM	(limit to 53 spaces)										
smali eusidess developme	INT CENTERS		9. AWARD A Amount o	MOUNT If SBA Financial Assistance	\$2,259,	165.00					
10. DIRECTOR OF PROJECT (Progr. Coordinator or Principal Investigator)	am or Denter Director,			MENDED FUTURE SUPPORT (S satisfactory progress of the project)	ubject to the ava	ilapility of					
NAME Feyne Soith	Kabrina	М			····						
Last	First	Initia	BUDGET YEAR	TOTAL DIRECT COST	BUDGET YEAR	TOTAL DIRECT COST					
ADDRESS: 900 N. State Colle Fullerton, CA 9083			a.	\$0.00	b.	\$0.00					
12. Approved Budge (Excludes SSA)	Direct Assistance)		13. Remarks	(Other Terms & Conditions Attache	d)	X Yes No					
SBA Funds X Total project co	ests including all other fin	encial	FY 2016 AWARD, SEE SUBPARTS A - F OF 2 C.F.R. S								
	Federal Share	Non-Federal Share		00.521, THIS PART SU							
a. Personal Service	1,160,633.00	883,518 00	3	14. THIS AWARD IS SUBJECT TO THE FOLLOWING COST PRINCIPLES AND OMB UNIFORM ADMINISTRATIVE REQUIREMENTS:							
b. Fringe Benefits	438,532.00	243,674,00	,								
c. Consultants	243,809.06	167.300.00		R Part 220 - Cost Principles for	stitutions						
d Travel	46.906.00		· ·								
e Equipment	1,500.00	୍ ଓ ପ୍ର									
f. Supplies	15,365.00	7.545.00	J 2 CF	2 CFR Part 230 - Cost Principles for Non-Profit Organizations							
g Contractual	36,000.00	23,000 00	1 1 1	FAR Subpart 31.2 - Principles for Determining Cost Applicable to							
h. Other	124,258.81	237,589,35	Awards with For-Profit Organizations								
I, TOTAL DIRECT COSTS	\$2,057,303.87	\$1,582,026.35	1 : 1								
j. Indirect cost	191,851,13	845,058 18	and Cooperative Agreements to State and Local Governments								
(Rate). () % of S & W/TADC				R Part 215 - Uniform Administra sements with Institutions of High							
k. OTHER APPL. COSTS	0.00	0.00		-Profit Organizations	Cr Lucomist, ,						
I. TOTAL APPROVED BUDGET	\$2,259,165.00	\$2,427,084.53	3 (A)	3 Circular - A - 133 - Audits of S r Non-Profit Orgs.	tales, Local Go	vernments, and					
*Must meet all matching or cost pa requirements subject to adjustmen	•										
15. THIS AWARD IS SUBJECT TO TI	HE TERMS AND CONC	DITIONS ON THE REV	ERSE SIDE								
16. CRS-EIN 95-2081258		17.	COUNTY NAME Orange		1	RESSIONAL CA-039					
19a, CITY CODE 28000	a COUNTY COD	E 059		CODE 06	d PROGRA						
BUDGET CODE 20a 1616,670400DB,603001.		UMENT NO. -B-0039		T, ACTION FIN. ASST. 259, 165.00		E OF ORGANIZATION R EDUCATION					
Doris Young 21. AGENCY OFFICIAL (Signature, Name			Carjo	Grangf (1/2016					
Frank A. Mumford, Exe	cutive Directo	or Lina	KIN	(marked)	24. DATE 2	12/16 (MO/Day/Y)					
23. RECIPIENT OFFICIAL (Signature, Nar				XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	29.5000	17.					
SBA FORM 1222 (6-07) Previous editions	OOSONGTR	- contract comments of contraggers	** **********************************	(1)							

RECIPIENT: CSU Fullerton Auxiliary Services Corporation COOPERATIVE AGREEMENT NO.: SBAHQ-16-B-0039 ADMINISTRATIVE CODE: 6-603001-EZ-0064

CALENDAR YEAR NOTICE OF AWARD DATE ISSUED: 02/12/2016 Page 2 of 4

1. ADMINISTRATIVE PROVISIONS

A. **Points of Contact**

1. Grants Management Officer (GMO)

Name.

Doris Young

Address

U.S. Small Business Administration

Office of Small Business Development Centers

409 3rd Street, SW, 6th Floor

Washington, DC 20416

Telephone Number:

(202) 205-6185

Facsimile Number:

(202) 481-1738

Email Address:

doris.young@sba.gov

2. Grants Officer's Representative (GOR)

Name:

Erika Fischer

Address:

U.S. Small Business Administration

Office of Small Business Development Centers

409 Third Street, SW, 6th Floor

Washington, DC 20416

Telephone Number:

(202) 205-7045 (202) 481-0681

Facsimile Number: Email Address:

erika.fischer@sba.gov

Name

3. District Office Project Officer (PO)

Name

Christopher Lorenzana

Address:

U.S. Small Business Administration

Santa Ana District Office 5 Hutton Centre, Suite 900 Santa Ana, CA 92707

Telephone Number:

(714) 560-7453

Facsimile Number:

(202) 741-7043

Email Address:

christopher.lorenzana@sba.gov

SBDC Program Point of Contact for Reporting Fraud, Waste, or Abuse

Name

Rachel Karton

Address

U.S. Small Business Administration

Office of Small Business Development Centers

409 Third Street, SW, 6th Floor Washington, DC 20416

Telephone Number:

(202) 619-1816

Facsimile Number:

(202) 481-4945

Email Address:

rachel.newman@sba.gov

Grant Recipient's Authorized Organizational Representative (AOR)

Name:

Paulina Tagle

Address:

CSU Fullerton Auxiliary Services Corporation

2600 Nutwood Avenue, Suite 275

Fullerton, CA 92831-3137

Telephone Number:

(657) 278-7679

Facsimile Number:

(657) 278-3000

Email Address:

ogcl@fullerton.edu

RECIPIENT: CSU Fullerton Auxiliary Services Corporation COOPERATIVE AGREEMENT NO.: SBAHQ-16-B-0039

ADMINISTRATIVE CODE: 6-603001-EZ-0064

CALENDAR YEAR NOTICE OF AWARD DATE ISSUED: 02/12/2016 Page 3 of 4

Terms and Conditions for this award can be found online at: https://www.sba.gov/offices/headquarters/osbdc/resources/20351 The terms and conditions set forth below are those particular to this Recipient.

11. SPECIAL TERMS AND CONDITIONS

Corrective Action Required None.

В. **Grant Recipient Responsibilities**

You, the Recipient/SBDC Network, acknowledge you will:

2. Conduct the project funded under this Award in accordance with your approved Technical Proposal, goals, milestones, and budget. Changes to these guiding documents must be submitted to SBA for pre-approval in accordance with Part III (A)(11) below. The negotiated goals set for this award are 1,134 SBDC long term clients receiving 5 hours or more of counseling within one year, including preparation and contact time. Additional negotiated goals are 200 new businesses created and \$85,000,000 capital infusion (to include SBA loans, non-SBA loans and equity

٧. APPROVED BUDGET

COST CATECORY 8	***************************************			NO	V-F	EDERAL SHA	RE			
COST CATEGORY & SUB-ITEMS		FEDERAL SHARE SBA		CASH		IN-KIND		INDIRECT		TAL AMOUNT
a. Personnel	\$	1,160,633.00	\$	883,518.00	\$	-	s	-	\$	2,044,151.00
b. Fringe Benefits	\$	438,832.00	\$	243,674.00	\$	-	\$	-	\$	682,506.00
c. Travel	\$	46,906.00	\$	13,600.00	\$	5,800.00	\$	-	\$	66,306.00
d. Equipment	\$	1,500.00	\$				\$	•	\$	1,500.00
e. Supplies	\$	15,365.00	S	7,545.00	\$	-	\$		\$	22,910.00
f. Contractual	\$	36,000.00	\$	10,000.00	\$	13,000.00	\$	•	\$	59,000.00
g. Consultants	\$	243,809.06	\$	126,000.00	\$	41,300.00	\$	~	\$	411,109.06
h. Other	\$	124,258.81	\$	53,392.35	\$	184,197.00	\$	*	S	361,848,16
i. Total Direct Charges	\$	2,067,303.87	\$	1,337,729.35	S	244,297.00	\$		\$	3,649,330.22
j. Indirect Charges	\$	191,861.13	\$	-	\$		\$	845,058.18	s	1,036,919.31
TOTALS	5	2,259,165.00	\$	1,337,729.35	S	244,297.00	\$	845,058.18	\$	4,686,249.53

Note: All costs approved on this budget must meet the tests of necessity, reasonableness, allowability, and allocability in accordance with applicable cost principles. All costs charged to this agreement are subject to audit. Recipients are responsible to insure proper management and financial accountability of Federal funds to preclude future cost disallowances.

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RECIPIENT: CSU Fullerton Auxiliary Services Corporation COOPERATIVE AGREEMENT NO.: SBAHQ-16-B-0039 ADMINISTRATIVE CODE: 6-603001-EZ-0064

VI. PROGRAM LEAD CENTER AND NETWORK SERVICE CENTERS

- 1. California State University, Fullerton, Lead Center
- 2. Rancho Santiago Community College District, Orange County SBDC
- 3. United Enterprise Corporation at CSUSB, Inland Empire SBDC
- 4. Riverside Community College District, TriTech SBDC
- 5. OCTANe Foundation, LaunchPad SBDC
- 6. OC Hispanic LaunchPad SBDC
- 7. Coachella Valley Economic Partnership, Coachella Valley SBDC

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ADMINISTRATIVE PROVISIONS

A. Points of Contact

1.

1. Grants Management Officer (GMO)

Contact information of GMO is located in the agreement particular to the Recipient.

2. Grants Officer's Representative (GOR)

Contact information of GOR is located in the agreement particular to the Recipient.

3. District Office Project Officer (PO)

Contact information of PO is located in the agreement particular to the Recipient.

4. SBDC Program Point of Contact for Reporting Fraud, Waste, or Abuse

Name:

Rachel Karton

Address:

U.S. Small Business Administration

Office of Small Business Development Centers

409 Third Street, SW, 6th Floor

Washington, DC 20416

Telephone Number:

202 619-1816

Facsimile Number:

202 481-4945

E-mail Address:

Rachel.newman@sba.gov

5. Grant Recipient's Authorized Organizational Representative (AOR)

Contact information of AOR is located in the agreement particular to the Recipient.

B. Project and Budget Periods

The period of performance for the Fiscal Year (FY) and Calendar Year (CY) award will consist of a base period of 12 months. The dates are:

FY: October 01, 2015 through September 30, 2016

CY: January 01, 2016 through December 30, 2016

C. Governing Authority/Order of Precedence

This Award is subject to the following requirements and representations, whether stated explicitly or incorporated by reference:

- 1. The statutes, regulations, and policy documents cited in Blocks 1 and 14 of the Notice of Award cover page and any other relevant, subsequently enacted laws.
- 2. Those Notice of Award terms and conditions set forth below.
- Program Announcement Nos. OSBDC-2016-01 (FY), OSBDC-2016-02 (CY), as appropriate and any subsequently issued SBA policy guidance.

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4. Your accepted application for this Award, including all forms and assurances, and any subsequently approved additions or modifications.

In the event of a conflict between these requirements, the Order of Precedence listed above will determine which prevails. Unless explicitly stated otherwise, all deadlines discussed in this Notice of Award will be measured in terms of calendar days. By signing Block 23 of the Notice of Award cover page, you acknowledge your acceptance of all these requirements.

II. SPECIAL TERMS AND CONDITIONS

A. Corrective Action Required

Corrective action required is located in the agreement particular to the Recipient.

B. Grant Recipient Responsibilities

You, the Recipient/SBDC Network, acknowledge you will:

- 1. Comply with the requirements and authorities set forth in Parts I (B) above and III (A)(17) below.
- 2. Goals are located in the agreement particular to the Recipient.
- Be responsive to SBA requests for information and communication. Changes to your organization's contact information, including your AOR or other designated representatives, must be reported promptly to SBA
- 4. Promptly advise SBA of any difficulties you encounter or anticipate encountering that may affect the conduct of your project.
- Cooperate with all programmatic and financial examinations and any accreditation reviews conducted by SBA, its agents, or contractors. You will promptly address and act upon all findings regarding your project made as part of any such process.
- 6. Coordinate with SBA and other Agency resource partners operating within your project service area to maximize the effectiveness of your efforts and avoid duplication of products and services.
- 7. Promote SBA programs, products, and services to clients, as appropriate.
- 8. Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.
- 9. Provide assistance to the small business community to the maximum extent possible. The SBDC Lead center and service centers services shall be available to the public during the normal hours of the business community throughout the year, as appropriate. In addition, provisions should be made to provide evening and weekend assistance, both online and in service centers, as appropriate to meet local community demands and needs.
- Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.
- 11. Maintain adequate staffing levels for the delivery of client services, including replacing State/Regional Directors within 120 days.
- 12. Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.
- 13. Submit and update information to USASpending.gov, as required.
- 14. Use the funds provided through this award, to manage and operate, within a state, territory, or commonwealth, a small business development center (SBDC).

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EXHIBIT C S-6128-(CREDA)

- 15. Use varied resources to counsel and train small business owners and managers in dealing with financial, marketing, and other operational and business opportunities and challenges. The SBDC will assist these clients in developing feasibility studies, business plans, cash flows, financial statements, and similar business measurement and evaluation concepts and tools. The SBDC must provide client counseling assistance at no cost to its clients. However, the SBDC may charge a reasonable fee for training activities and/or specialized services. See below in Part IV, definition of program income.
- 16. Consult with State and Federal Export Assistance Centers, as appropriate, when counseling small businesses interested in exporting. For further guidance regarding export assistance requirements, see 15 U.S.C. §648(a).
- 17. Report emergency closures to the SBA Project Officer as soon as feasible.
- 18. Assure that each subaward issued in association with this award is administered in accordance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), applicable sponsoring agency regulations, and the terms and conditions of the prime award. Also assuring that subrecipients comply with the Uniform Guidance and all appropriate flow-down provisions of this award."

C. SBA Responsibilities

As the awarding agency, SBA will, subject to the availability of funds and continuing authority:

- Carry out the duties and responsibilities imposed on it by the statutes and regulations governing this
 program.
- 2. Respond to requests for guidance or information related to the SBDC program.
- 3. Respond to requests for Agency participation and collaboration in project activities, as appropriate.
- 4. Promote the project by referring interested parties to you for assistance and displaying your printed materials.
- Facilitate cooperation and coordination between you, other SBA resource partners, and other Federal agencies.
- 6. Review and act upon requests for modifications to your technical proposal, budget, Key Personnel, project/budget period, and other project parameters.
- 7. Review and act upon your reports and payment requests.
- 8. Where authorized by law, share SBA resources and/or donated materials.
- 9. Monitor your performance under this award and your ongoing operations to determine if you are making effective and efficient use of Project funds. Includes reviewing records, files, and procedures relating to your performance under this award, as well as interviewing Clients to gauge program effectiveness.
- 10. Receive advance notice of all contracts, grants, and cooperative agreements you propose to enter into with other Federal agencies, either individually or as part of a joint effort with other parties. For further guidance, see 15 U.S.C.§ 648 21(a)(5) and Part III (A)(12) below.
- 11. The SBA must concur with the SBDC State/Region Director selection.
- 12. Make recommendations or decisions affecting the agreement including policy issues, and provide technical advice and other actions.
- 13. Perform monitoring and oversight activities in order to determine whether you (the SBDC) have (has) developed procedures to track financial resources, including program income and whether these resources were devoted to fulfilling eligible SBDC program objectives.
- 14. Perform a reconciliation of financial forms (SF 270, SF 425 with actual expenditure attachments) semiannually to ensure that you are fulfilling the terms and condition of this award.

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III. GENERAL TERMS AND CONDITIONS

A. Administrative Requirements

This Award is subject to the requirements listed below. For further guidance regarding the administrative requirements applicable to this Award see 2 C.F.R. Part 200 (Subparts A-E).

1. Non-Transferability

This Award may not be transferred or assigned (either in whole or in part) without prior written approval from SBA. Additionally, no interest in this Award may be conferred upon a third party and the Award may not be pledged as collateral or security. For further guidance regarding the prior approval process, see Part III (A) (12) below.

2. Subgranting/Subcontracting

This Award may not be sub-granted, to a single entity, but you may contract or subgrant to third parties, as per the proposal, to act as service centers (for the purpose of this award third party does not include SBDC service centers). You may not act as a pass-through or fiscal agent for the purpose of channeling award funds to other parties. You may contract with other parties for the performance of project support functions or services. You may not contract out the overall administration or day-to-day management of this project to any other party.

You may follow your own procurement policies and procedures when contracting with Project Funds, but you must comply with the requirements of 2 C.F.R. § 200.317 - 200.326.

You must also comply with the requirements of 2 C.F.R § 200.330 - 200.332, Subrecipient Monitoring and Management.

3. Record-Keeping

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial and/or programmatic and/or legal compliance audit or examination of this project. You must make these records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand within a reasonable amount of time during regular business hours and provide them with unrestricted access to review and make copies of all products, materials, and data, including those prepared or stored electronically. At a minimum, the records you must maintain on this project include:

- a. The time and attendance of employees whose salaries are charged to this Award, with sufficient detail to substantiate the claimed percentage of work performed in support of this project.
- b. An inventory of equipment purchased, in whole or in part, with award funds. This inventory must comply with the requirements of 2 C.F.R. § 200.313(d).
- c. Your ledgers and annual 2 C.F.R. 200 (Subpart F) Audit Report. If you are not subject to the requirements of the Single Audit Act, you must have an annual audited financial statement. Unaudited financial statements are not an acceptable substitute.
- d. Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with Project Funds.
- Copies of checks, receipts, letters of donation, and other supporting documentation for all matching contributions related to this Award.
- f. Copies of judicial and administrative decisions and compliance reviews (as applicable) and other supporting documentation demonstrating your adherence to the legal requirements listed in the SF-424B and Part III (A)(17) below.

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Records may be kept in hard copy or electronic form and must be retained for no less than three years from the date the final project report is due.

4. Protection of Client Information

Except where a Client consents in writing, you are not permitted to disclose any Client Information to a third party (or share such information with other units of your organization not directly involved in the conduct of this project) without prior SBA approval. For further guidance regarding the prior approval process, see Part III (A) (12) below.

In addition, you cannot disclose a Client's name, address, or telephone number to any party (including SBA), except where:

- a. the Client consents in writing;
- b. a court orders such disclosure; or
- c. SBA determines it is necessary for the purpose of conducting programmatic or financial examinations or Client surveys.

5. Restrictions on Certain Types of Clients

You may not utilize project resources to provide counseling services to any concern that:

- a. is other than small:
- b. is based in a foreign country; with the exception of US affiliates or subdivisions of foreign companies can receive services as long as the combined company is still considered "small" under the size standards
- c. is engaged in any activity that is illegal under Federal or state law;
- d. derives more than one-third of its gross annual revenue from legal gambling activities;
- e. presents live performances of a prurient sexual nature or derives more than a de minimus amount of revenue from the sale of products or services of a prurient sexual nature;
- f. is not organized for profit (Exception: To the extent it does not negatively impact the goals or milestones established under this Award or detract from its core purpose, You may use project resources to counsel non-profit organizations that devote a significant portion of their activities to assisting entrepreneurs).

For guidance regarding the provision of subgrants or counseling services to individuals and firms that are currently suspended or debarred by the Federal government, see Part III(B)(2) below.

6. Reporting Requirements

You must submit the reports identified in Parts III (A) (6) and (7) below to the GOR on a semiannual basis. The required reporting forms may be obtained at http://www.sba.gov/content/sbdc-forms-and-worksheets. Reports must be submitted to the GOR and SBA Project Officer via email. Semiannual reports must be received by the GOR no later than 30 days after the conclusion of the applicable reporting period. The final Semiannual report must be received by the GOR and SBA Project Officer no later than 90 days after the conclusion of the budget year. If you fail to submit timely or adequate reports, SBA may withhold funding until this deficiency is corrected. The

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semiannual reporting periods for this Award are based on the dates shown in block 5 (SBA Form 1222). The semiannual reporting periods and due date for this Award are as follows:

The Fiscal Year report of the first semiannual period covered is October 01, 2015 through March 30, 2016. The due date is April 30, 2016. The second semiannual reporting is a cumulative-final period covered October 01, 2015 through September 30, 2016. The due date is December 30, 2016.

The Calendar Year report of the first semiannual period covered is January 01, 2016 through June 30, 2016. The due date is July 30, 2016. The second semiannual reporting is a cumulative-final period covered January 01, 2016 through December 30, 2016. The due date is March 30, 2017.

Quarterly reporting (if required) is located in the particular agreement for the recipient.

7. Performance Reports

In accordance with the schedule listed in Part III (A)(6) above, you must submit your Performance Progress Reports <u>electronically</u> in a Word format using Standard Form PPR (SF PPR) or your own custom-designed format that includes all the same information required by the SF PPR. You must attach a narrative statement to your SF PPR that details:

- a. All project accomplishments for the reporting period, including a comparison between actual accomplishments and those predicted in the project goals and milestones you presented in your Technical Proposal. Where you failed to achieve the predicted accomplishments, you must explain the reason(s) for that shortfall and describe how you will bring project performance back into alignment with the goals and milestones.
- b. Any lessons learned, best practices identified, notable success stories stated, problems encountered and steps taken to address those problems.
- c. Activities should be reported in the sequence categories 0100 through 2000. See Section VI., B., of the Program Announcement for further information.
- d. Other pertinent information, including economic impact data (e.g., jobs created, tax dollars generated, new business start-ups).
- Changes in key personnel, service centers and sub recipients that occurred during the performance period.

8. Financial Reports

In accordance with the schedule listed in Part III (A)(6) above, you must submit your Federal Financial Reports using Standard Form 425 (SF 425). You must report the matching contributions expended during the reporting period under the "Recipient Share" block on Your SF 425, as applicable. For further guidance regarding matching contributions, see Part III (B)(6) below.

The first 6-months financial report must provide details of your actual expenditures to support the SF425 and SF270 for the SBDC Network. The Grants Management Specialist will conduct a mid-year review and reconciliation of your financial report of the actual program expenditures. You may obtain the recommended forms and worksheets at https://www.sba.gov/offices/headquarters/osbdc/resources/20351. For the year-end reporting you must also provide detailed information regarding your actual expenditures broken down by the same cost category line items identified in your approved budget. For further guidance regarding SBA review and reconciliation of financial forms, see Part II (C)(14) above.

SBA recommends use of the self-populating excel spreadsheet in support of the SF 425, SBA Form 2113 for reporting Program Income (PI), worksheet to support the PI, Schedule of Indirect Cost, and OSBDC Budget Comparison Worksheet for this purpose, but you may present the detailed cost data using your own format provided that format addresses <u>all</u> the

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required categories of information; <u>all</u> detailed cost data must be identified by object class category, SBA funds, cash match, in-kind match and waived indirect.

9. Additional Data Submission Requirements

In addition to the semiannual reports discussed in Parts III (A)(6) and (7) above, you must also annually submit a copy of your most recent audited financial statement. The GOR must receive your audit report no later than 120 days after the conclusion of your organization's fiscal year. Refer to 2 C.F.R. 200 (Subpart F) for more information.

You must also submit the following reports:

a. Client Service Data

You must collect and maintain records of counseling on SBA Form 641 and training activities on SBA Form 888 or its equivalent. You are required to submit the client service information from these forms into SBA's Entrepreneurial Development Management Information System (EDMIS). You may submit the information by directly entering data into EDMIS or uploading batch files to the system. All fields must be completed when data is available, including but not limited to capital infusion data, job creation and retention data, and other economic impact data. You are also required to complete the Economic Impact Report in EDMIS. If you do not currently collect economic impact data on a client-by client basis you may use general client survey data to complete the separate Economic Impact Report. The most current version of approved client definitions is available on http://go.usa.gov/cxTad. Other documentation regarding EDMIS is also available at this site;

b. PIMS Maintenance

Lead Center SBDCs must maintain their center and Service Center information in SBA's Partner Identification Management System (PIMS), which interfaces with EDMIS.

For further instructions regarding PIMS maintenance and EDMIS reporting, refer to Program announcement No. OSBDC-2016-01/02, Section VI, 6.3 Reporting.

10. Project and Program Integrity

You must avoid engaging in any actions that may harm the integrity of this project or the SBDC Program. In the event key project employees are determined to have engaged in conduct reflecting a material lack of business integrity or honesty, you must immediately remove them from involvement in this project.

You and Your employees must avoid both organizational and individual conflicts of interest in accordance with the principles identified in 2 C.F.R. § 2701.112.

You must avoid both organizational and individual conflicts of interest and your organization may not assist clients with whom it or its principals have business relationships, or in which it or its principals hold financial interests, whether based on debt or equity. Furthermore, you must not permit your employees or agents to assist clients in which they or their immediate family members have financial interests. Your organization, principals, employees, and agents also must not take advantage of any involvement in this project to direct or refer clients to outside business endeavors in which they or their immediate family members have financial interests.

You, your principals, employees, and agents are obligated to report all instances of fraud, waste, or abuse related to this project or to the SBDC Program to the Point of Contact designated in Part I(A)(3) above. If, in your view, that individual does not satisfactorily address its allegations of fraud, waste or abuse, You should report the matter to SBA's Office of Inspector General via the online

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complaint submission system at http://web.sba.gov/oigcss/client/dsp-welcome.cfm or the Fraud, Waste, and Abuse Hotline at 1-800-767-0385.

11. Project Closeout

For general guidance regarding project closeout procedures, see Subpart D of 2 C.F.R. §§ 200.343-200.344.

At the end date of this Award and if no follow-on award has been made (i.e., after the base period concludes and all available option periods have been exercised or declined and any no cost extension has expired, as applicable) this project will cease and you may not incur any new reimbursable expenses. You must submit your final performance and financial reports and your final requests for payment within 90 calendar days of the project end date. If you do not submit your final payment requests within 90 days of the project end date, all remaining, undisbursed Federal funds will be de-obligated and will no longer be available to you. If you have received a follow-on award under the SBDC Program, you may request permission from SBA to carryover any unexpended Project Funds remaining under this Award to that follow-on award in accordance with Part III (B)(11) below.

If you have not received a follow-on award, you must include a list of all equipment purchased with Project Funds along with your final performance and financial reports. That list must describe each piece of equipment and identify its purchase price, the percentage of that purchase price paid with Project Funds, and its current, depreciated value. You must also ask the GOR how to dispose of that equipment. For further guidance regarding the disposition of equipment purchased with Project Funds, see 2 C.F.R. § 200.439. Where you have unexpended Program Income remaining at the end date of this Award, you must either remit that money to SBA or obtain approval from SBA to use it to fund further activities consistent with the objectives of this Award. For further guidance regarding Program Income, see Part III (B)(7) below.

Where SBA has designated another organization as your successor for purposes of the SBDC Program, you must turn over all equipment, materials (including top-level domains and web content), and unexpended supplies purchased with Project Funds, as well as copies of all project records (including client files), to your designated successor in accordance with the procedures and timeline provided by SBA. You must make a good faith effort to facilitate the smooth transition of the Project to your designated successor.

12. Actions Requiring Prior Approval

Before taking any of the following actions, you must obtain advance approval from SBA:

- a. Changing the scope of the project or amending the approved project goals and milestones;
- b. Additional line item expenditures not specified or shown without cost on the approved budget;
- Any budget revisions to Federal and matching funds, including fund transfers between cost categories when the gross amount of funds involved is greater than 10 percent of the overall project budget;
- d. Changing the Lead Center director requires prior approval, all other key personnel changes the SBDC must advise SBA of the change;
- e. Entering into a contract calling for the expenditure of \$25,000.00 or more in Project Funds, with the exception of subrecipient agreements or entering into a contract that, when combined with other contracts held by a single individual or organization (including affiliates, subdivisions, and subsidiaries), would result in that entity receiving \$25,000 or more in aggregated Project Funds unless included in the proposal;
- f. Purchasing or disposing of a piece of equipment with an acquisition cost of \$5000 or more, when not included in the proposal;

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- Travel outside the United States and its territories or unanticipated out-of-state travel not in the approved budget;
- h. Changing the amount claimed for indirect costs in excess of the approved budget (Federal and matching funds);
- i. Use of the SBA logo on any social media sites or services;
- j. Use of Project funds for minor renovations of an existing facility;
- k. Establishing or reorganizing a legal entity;

You must submit requests for prior approval to the GOR 30 calendar days prior to the date of the proposed action. See 2 C.F.R. § 200.308; 2 C.F.R. 200 Subpart E; for further guidance regarding prior approval requirements, as applicable.

13. Acknowledgment of SBA Support/Use of SBA's Logo/Publication Requirements

It is important that your clients and the general public are aware of the SBDC Program and SBA's role in this project, as well as the taxpayer funded support the Agency is providing under this Award. Therefore, you must include the following acknowledgment of support statement on all materials produced in whole or in part with Project Funds:

"Funded in part through a Cooperative Agreement with the U.S. Small Business Administration."

For purposes of this requirement, the term "materials" includes, but is not limited to, press releases, brochures, pamphlets, handouts, reports, advertisements, books, curricula, websites, video or audio productions, and similar items regardless of the medium employed. The term "materials" does not include stationery or business cards and SBA's logo may not be used on such items. The SBA logo will be provided upon request to your GOR.

Where you use Project Funds to produce materials featuring editorial content, you must use the following alternate acknowledgment of support statement (either independently or in conjunction with the SBA logo):

"Funded in part through a Cooperative Agreement with the U.S. Small Business Administration. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the SBA."

In addition, you must display signage featuring the SBA logo at all facilities that are open to the public and which are being used for project activities. Such signage must prominently feature the acknowledgment of support statement identified above.

Where used, the acknowledgment of support statement must be presented in a legible typeface, font size, and (where applicable) color contrast and must appear verbatim and may not be altered or replaced with substitute language. However, on materials with severe space constraints such as signs and banners, you may use "SBA" in the acknowledgment of support statement instead of "U.S. Small Business Administration."

You may elect to use SBA's logo on materials produced with Project Funds. You may contact the GMO in order to obtain a high resolution copy of SBA's logo and a copy of SBA's Graphic and Use Guide. Where used, the SBA logo may be positioned in close proximity to your organization's logo or may be placed in a prominent location elsewhere in the material. However, SBA's logo may not be placed in proximity to any third party's logo, or used in such a way as may imply that a relationship exists between SBA and any third party (Note: Your organization's parent entity is not

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considered a third party). Additionally, in each instance where you use the SBA logo, you must also include the acknowledgement of support statement in reasonable proximity to the logo.

Neither the SBA logo nor the acknowledgment of support statement may be used in connection with activities outside the scope of this Award. In particular, UNDER NO CIRCUMSTANCES may the SBA logo or acknowledgment of support statement appear on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual. For further guidance regarding the prior approval process, see Part III (A) (12) above.

14. Project Website

You must maintain a website, or a clearly defined subsection of an existing website, for the purpose of publicizing and conducting project activities. The project website must make reasonable accommodations for access by persons with disabilities and must feature the SBA logo and acknowledgement of support clause in a prominent location in accordance with Part III (A)(14) above. In addition, project websites are subject to the prior approval requirements of Part III (A)(12) and the project closeout requirements of Part III (A)(11) above.

You may not use the project website to advertise, promote, or endorse alcoholic beverages, tobacco products, sexual products (including dating services and pornographic materials); illegal or controlled substances or materials; gambling or gaming products or services; or any other products, services, or materials which may be harmful to the image or reputation of this project, the SBDC Program, or SBA.

15. Co-Sponsored Activities

Your organization may collaborate with SBA and other current SBA grant recipients for the purpose of co-hosting activities within the scope of this Award without the need for a separate written agreement. SBA's logo may be used in conjunction with such co-hosted activities. However, where a proposed activity with SBA includes contributors, co-hosts, or co-sponsors that are not current SBA grant recipients or involves undertakings that are outside the scope of this Award, the parties must work with SBA to execute a separate written co-sponsorship agreement. For further guidance regarding the use of SBA's logo, see Part III (A)(12) above.

16. Accessibility of Facilities and Events

In accordance with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all facilities you use to provide services to the public in connection with this project must be accessible by persons with disabilities. In addition, all notices, promotional items, brochures, publications, and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops conducted pursuant to this project must include the following accessibility/accommodations notice:

Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact [insert contact information for the person who will make the arrangements].

17. Applicable Law

Except for circumstances in which Federal law defers to State or local law – such as zoning matters, building and business permits, and recording requirements – this Award will be governed by and construed under Federal law. Specifically, this Award is subject to the following laws, regulations, and policies in addition to those enumerated in the SF 424B (Assurances: Non-Construction Programs) you submitted as part of your approved application:

- 5 U.S.C. App. 1 (Inspector General Act of 1978);
- 15 U.S.C. § 631 et seq. (Small Business Act);

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- 22 U.S.C. § 7101 et seq. (Trafficking Victims Protection Act of 2000);
- 41 U.S.C. § 701 et seq. (Drug-Free Workplace Act of 1988), as implemented by 2 C.F.R. Part 182:
- 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with Federal Government);
- 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act of 1990), as implemented by 28 C.F.R. Parts 35 and 36;
- 48 U.S.C. § 1469a (Waiver of Matching Fund Requirements for Awards to Insular Areas);
- 49 U.S.C. App. 1517 (Fly America Act);
- 2 C.F.R. Parts 180 and 2700 (Nonprocurement Debarment and Suspension);
- 13 C.F.R. Parts 112, 113, and 117 (Civil Rights Compliance);
- 13 C.F.R. Part 146 (Restrictions on Lobbying);
- 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements);
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
- Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving);
- Executive Order 13333 (Amending Executive Order 13257 to Implement the Trafficking Victims Protection Reauthorization Act of 2003);
- 22 USC § 7104 (Prevision of Trafficking)
- Title 13, Code of Federal Regulations (CFR), Chapter 1, or SBA's Standard Operating Procedures (SOPs);
- Title VI of the Civil Rights Act of 1964;
- 44 USC § 3501 (Paperwork Reduction Act);
- Executive Order 12600 (Pre-disclosure notification procedures for confidential commercial information);
- 5 USC § 552 (Freedom of Information Act);
- 15 USC § 648 (SB Act, SBDC Program)

18. Dispute Resolution

If a dispute arises between your organization and SBA on any matter not involving the suspension, termination, or non-renewal of this Award, you may request formal resolution of that dispute in accordance with 13 C.F.R. § 130.630.

19. Termination/Suspension/Enforcement

If you materially fail to comply with the terms and conditions of this Notice of Award, or with any requirement imposed by statute, regulation, executive order, or other source of law or policy, SBA will take whatever enforcement measures it deems appropriate to remedy that non-compliance. For further guidance regarding the enforcement measures that apply to this Award, see 13 C.F.R. § 130.700. SBA may also institute suspension or debarment proceedings against your organization as it deems necessary.

B. Financial Requirements

This Award is subject to the requirements listed below. For further guidance regarding the cost principles applicable to this award see 2 C.F.R. 200 Subpart E; or 48 C.F.R. Subpart 31.2, as appropriate.

1. Charging Costs to this Award

All costs charged to this Award are subject to audit and examination. You are responsible for insuring proper management and accounting of Project funds in order to avoid cost disallowances. All direct costs charged to this Award must be reasonable given the relevant market and industry area and the nature of the good or service involved. Direct costs claimed by your organization must also be allowable under the relevant cost principles and be clearly and specifically allocable, either

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in whole or in part, to the project funded by this Award. In addition, you are not permitted to charge costs associated with any of the following items or activities to this Award:

- Transactions with suspended or debarred entities, as discussed in Part III (B)(2) below;
- New Construction of facilities or acquisition of real estate; however, project funds may be used to pay for minor renovations of an existing facility with prior approval of the AA/OSBDC or DAA/OSBDC on a case-by-case basis
- Litigation, whether civil, criminal, or administrative;
- Providing matching contributions to any other Federal awards;
- Meals, lodging, per diem, or other subsistence expenses associated with local travel, unless approved by the Program Manager (however, Project Funds may be used to pay transportation expenses for local travel). Local travel is any travel conducted entirely within a 50-mile radius of your organization's address of record.

2. Transactions with Suspended or Debarred Entities

You cannot use Project Funds or Project Resources to pay salaries of employees or costs of consultants, contractors, or other service providers (e.g., accountants, lawyers, etc.) where such entities are currently suspended or debarred. In addition, You cannot use Project Funds to provide counseling services related to Federal contract, grant, or loan opportunities to individuals or firms that are currently under suspension or debarment by a Federal agency. Training may be provided on these three topics without regard to an individual's suspension or debarment status.

You are responsible for verifying that entities paid or (where applicable) assisted with Project Funds or Project Resources are not suspended or debarred in order to avoid subsequent disallowance of costs under this Award. To determine if an individual or firm is suspended or debarred, You may consult the System for Award Management (https://www.sam.gov/). Additionally, in cases involving the counseling of clients, You may require clients to certify they are not currently suspended or debarred prior to receiving assistance relating to Federal contract, grant, or loan opportunities. For further guidance regarding suspension and debarment, see 2 C.F.R. Parts 180 and 2700.

3. Liability/Indemnification

Any liability arising from the conduct of this project, except as it directly relates to SBA employees or facilities, is solely your responsibility. SBA will not indemnify you or your employees or officers and, with the exception of insurance, no Project Funds may be used to cover costs related to liabilities arising under this Award. For further guidance regarding insurance costs, see 2 C.F.R. Subpart E §200.447.

SBA is not a party to any contracts, subgrants (where permitted), or other agreements between your organization and third parties. SBA will have no involvement in any disputes arising from such agreements. You are liable to SBA for any amounts paid from Project Funds to third parties, which are subsequently determined to have been unallowable or otherwise improper.

4. Adherence to the Approved Budget

You must expend Project Funds in accordance with Your approved budget. You do have the discretion, however, to transfer Project Funds between individual cost categories provided the cumulative result of all such transfers in a given budget period does not exceed 10 percent of Your total approved budget. Before making any transfers that would cumulatively result in Your exceeding this 10 percent cap, You must obtain approval from SBA. Failure to adhere to the approved budget or obtain the necessary prior approval will result in denial of payment by SBA. For further guidance regarding the prior approval process, see Part III(A)(11) above.

5. Funds from Multiple SBA Awards

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If your organization holds any other current financial assistance awards from SBA, you must avoid commingling of funds and overlapping or double-claiming of costs and deliverables among those awards. You must treat each project as separate and discrete with individual reporting, accounting, and audit trails.

6. Matching Contributions

You are required to provide matching support for this Award from non-Federal sources at the rate of 100 percent -- i.e., one non-Federal dollar for each one Federal dollar. Cash Match must be at least 50% of the Federal Funds. The remaining 50% may be provided through any allowable combination of additional cash, in-kind contributions, or indirect costs. [Or for insular area grants, modify the amount listed in the paragraph to reflect the actual amount of match required.] You must document that you have obtained and expended the required level of match in support of project activities. For further guidance regarding documentation and recordkeeping requirements, see Part III (A)(3) above.

You may receive contributions of matching support from any non-Federal source, such as State, local, or tribal governments, private individuals, corporations, or foundations. In addition, you may provide matching support for this Award by utilizing your own or your parent entity's resources. Matching contributions may take the form of cash or cash equivalent, or in-kind donations such as free or reduced price goods, services, or facilities or indirect costs.

If <u>at the 6-month mark</u>, the amount of match reported on Your SF 270s indicate that You are trending toward not meeting the required level of match, SBA will require You to provide an explanation detailing the extent of, and reason(s) for, the shortfall and describing how and when You will be back on track for meeting the match requirement.

If you are chronically or seriously under matched, you will not be eligible to receive advance payments for the remainder of the current Budget Period, and possibly for subsequent Budget Periods as well. If you are under matched at the end of a Budget Period, you will be required to remit to SBA all Federal funds you received but were unable to match. Furthermore, if you fail to meet your match requirement, SBA may withhold payment, decline to exercise option periods, or take such other enforcement action as it deems appropriate. For additional guidance regarding enforcement actions under this Award, see Part III (A)(18) above.

Overmatch (expended within one budget period) may be used:

- a. as match against additional Federal funding within the same budget period;
- b. to offset confirmed audit disallowances applicable to the budget period in which the overmatch was expended; and/or
- c. to match Federal funds approved for carryover from the same budget period into the next budget period. No more than 50 percent of the matching contribution can be non-cash waived indirect based on the carryover amount. See Part III (B) (11)(c) below.

After the overmatch is claimed on the final SF 425 (FFR), and on or before the initial FFR is due for the carryover report period, the Recipient must revise the final FFR to exclude the cash overmatched portion of non-Federal funds that will be used as match for the carryover. Federal carryover funds and non-federal match are reported on SF-425 separately from current year funds.

Overmatch used for any of the above purposes may not be used as match for any other purpose.

For further guidance regarding matching contributions, see 2 C.F.R. Subpart D §200.306.

7. Disposition of Program Income

Program Income generated under this Award must be added to the Project Funds and used to further eligible project or program objectives. In addition, on SBA Form 2113-Program Income and

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worksheet you submit you must note all Program Income earned and expended during that reporting period. A self-populating excel worksheet to the SBA Form 2113-Program Income may be obtained from the OSBDC website at www.sba.gov/content/sbdc-forms-and-worksheets.

For further guidance regarding Program Income, see 2 C.F.R. Subpart D §200.307.

8. Refunds of Award Expenses

If you receive a refund of FICA/FUTA taxes or other project costs previously paid under this Award, you must immediately report such refund to SBA, regardless of whether the Project Period has ended. The amount of the refund must be remitted to SBA if the cost was paid with Federal funds. If the refunded cost was paid using matching contributions, you must either use the refund to support activities consistent with the objectives of this Award or remit it to SBA to avoid being undermatched.

9. Financial Stability

In order to continue being entrusted with public funds, Your organization must maintain a sufficient level of financial stability. Examples of failure to maintain sufficient financial stability include, but are not limited to, excessive and/or unresolved indebtedness (whether to the Federal government or other parties), repeated failure to make payroll, and/or operating at a deficit for an extended period of time. Your lack of financial stability may lead SBA to suspend, terminate, or decline to renew this and any other Awards You receive from the Agency and may also lead to Your debarment by SBA.

For further guidance regarding enforcement actions SBA may take under this Award, see Part III (A)(18) above. For further guidance regarding debarment, see 2 C.F.R. Parts 180 and 2700.

10. Payment

Payment will be made by reimbursement. For general guidance regarding payments under this Award, see 2 C.F.R. Subpart D §200.305. You must draw down Federal funds only as needed to meet actual or estimated expenditures for the relevant reporting period. You must avoid accumulating Federal funds in excess of current disbursement needs. You must also provide the required level of matching contributions for all Federal funds drawn down under this Award. For further guidance regarding matching contributions see Part III (B)(6) above.

To request payments, you must provide SBA with your bank routing number and account information and submit a Standard Form 270, 'Request for Advance or Reimbursement', signed by the authorized representative of the Recipient organization. Any failure by you to properly complete and submit the required forms will cause substantial delay in processing your payment request.

- Forms must be submitted via email to <u>SBDCPayments@sba.gov</u>.
- b. Problems or questions relating to payment under this Cooperative Agreement must be directed promptly to Monika Nixon at the above email, or mailing address; telephone number: (202) 205-7310; and Facsimile: (202) 481-5624.
- c. The Recipient must enter in block 4 (Standard Form 270), the appropriate Agreement/Document Number to identify the budget year of the Federal funds requested for payment.
- d. The Recipient must fill-in block 5 of SF-270 (Partial Payment Request Number) in sequential order to indicate the cumulative number of forms submitted to the OSBDC.
- e. Recipient must enter in line 11f of SF-270 the Non-Federal share of the amount on line 11e.