

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



ITEM: 3.7
(ID # 11695)

MEETING DATE:

Tuesday, May 05, 2020

FROM: ECONOMIC DEVELOPMENT:

SUBJECT: ECONOMIC DEVELOPMENT: Ratify and Approve Subcontract No. S-7258-CREDA by and between CSU, Fullerton Auxiliary Services Corporation (ASC) and County of Riverside (CREDA) to provide capital infusion consulting services through the CVSBDC; Districts 4 and 5, [\$25,000] EDA- Economic Development Funds 100%; California Environmental Quality Act (CEQA) Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the approval of Subcontract No. S-7258-CREDA is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Ratify and approve the attached Subcontract No. S-7258-CREDA between CSU Fullerton Auxiliary Services Corporation (ASC) and County of Riverside (CREDA) to provide capital infusion consulting services through the Coachella Valley Small Business Development Center (CVSBDC), with a term that commenced on October 1, 2019 and will end on September 30, 2020 in the amount of \$25,000 with a \$25,000 match requirement to be paid from the existing 2019 U.S. Small Business Administration grant and the 2020 U.S. Small Business Administration grant pursuant Subcontract No. S-7056-CREDA;
3. Authorize the Chairman of the Board of Supervisors to execute the attached Subcontract No. S-7258-CREDA; and

ACTION: Policy


Suzanne Holland, Director of EDA 4/9/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: May 5, 2020
xc: EDA

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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4. Authorize the Director, Riverside County Economic Development, or designee, to take all necessary steps to implement Subcontract No. S-7258-CREDA, including, but not limited to, signing subsequent, necessary and relevant documents, and approve any non-substantive amendments to Subcontract No. S-7258-CREDA, provided a County match requirement is not required, subject to approval by County Counsel;

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 25,000	\$ 0	\$ 25,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: EDA-Economic Development Funds, 100%			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

On October 28, 2019 the Board of Supervisor's approved Subcontract S-7056 between the County Riverside Economic Development Agency (CREDA) and CSU Fullerton Auxiliary Services Corporation (ASC), to continue to operate the Coachella Valley Small Business Development Center (CVSBDC) to assist entrepreneurs and small business owners. The CVSBDC is located in the Indio Workforce Development Center and its service territory covers the area from the community of Cabazon to the City of Blythe in eastern Riverside County. The CVSBDC core service is small business consulting. The CVSBDC services are designed to assist small businesses in solving problems and fostering small business growth, expansion, innovation, productivity and management improvement. The purpose of this item is to request approval for a Subcontract for Capital Infusion Consulting Services for the CVSBDC through an agreement with California Governor's Office of Business and Economic Development (GO-Biz) to provide funding exclusively for one-on-one business consulting.

On July 12, 2019 ASC requested that its network of service providers, including the CVSBDC, request funding from GO-Biz for capital infusion consulting services. CREDA submitted a proposal on behalf of CVSBDC requesting \$25,000 in funding. ASC selected CREDA's proposal and allocated the requested \$25,000 to the CVSBDC for fiscal years 2019-2020 and 2020-2021. The funding must be spent entirely on one-on-one consulting for CVSBDC clients seeking access to capital to start or expand their business. The agreement memorializing the use of the GO-Biz funding for capital infusion consulting services is attached as Subcontract No. S-7258-CREDA (Subcontract).

The proposed Subcontract between the CREDA and ASC has a term commencing on October 1, 2019 and ending September 30, 2020, with a contract amount of \$25,000. ASC will reimburse the CREDA for capital infusion consultant services, marketing and training costs as set forth in Exhibit B attached to the proposed Subcontract. There is a one-to-one matching requirement that will be met through the existing CVSBDC contract funding from ASC derived from the SBA under the CVSBDC Agreement, which was previously executed

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by the Board on October 29, 2019, Minute Order No. 3.12. Thereafter, the matching funds shall be paid using funds derived from the CREDA's CVSBDC grant from SBA for FY 2020-2021 funding. No funds will be used from the County's general fund. To date, the CVSBDC has already assisted 20 business clients under the expanded services provided through the GO-Biz Funding Agreement. The proposed Subcontract was not brought to the Board of Supervisors earlier because it was not received until January 6, 2020 from ASC.

Pursuant to the California Environmental Quality Act (CEQA), the Subcontract to provide funding to the CVSBDC (Project) was reviewed and determined to be categorically exempt under State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" Exemption. The contract relates to GO-Biz Funding which provides capital infusion consultation funding to CVSBDC within the existing Indio Workforce Development Center office. This will involve one-on-one counseling for access to capital assistance and training seminars to small businesses and does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. 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 consulting services to be provided out of the CVSBDC within the existing Indio Workforce Development Center Office may have a significant effect on the environment, as the services to be provided solely relate 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 CREDA staff with the County Clerk within five (5) days of the approval of the Subcontract.

CREDA staff recommends ratification and approval of the attached Subcontract No. S-7258-CREDA including the attached exhibits. County Counsel has approved the Subcontract as to form.

Impact on Residents and Businesses

By providing capital infusion consulting services, 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.

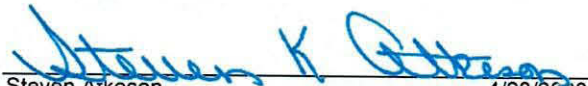
Additional Fiscal Information

The Subcontract No. S-7258-CREDA will require match payments which will be derived from the 2019 and 2020 SBA Subcontracts and will not require any CREDA matching funds. Fund 21100 Department ID 1901000000 of the Economic Development Program will be utilized to track all expenditures of the GO-Biz capital infusion consulting. Financial reporting of revenue and expenditures for the Subcontract No. S-7258-CREDA will be prepared and submitted as required by the Subcontract.

Attachments:

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1. Subcontract No. S-7258- County of Riverside Economic Development Agency (CREDA)
2. S-7258-CREDA Exhibit A
3. S-7258-CREDA Exhibit B
4. S-7258-CREDA Exhibit C


Steven Atkeson 4/23/2020


Gregory F. Priamos, Director County Counsel 4/22/2020

SECTION I: Applicant Information

Center Information:	
Legal Name of SBDC Center:	Coachella Valley SBDC
Legal Name of Fiscal Host:	County of Riverside Economic Development Agency
Employer/Taxpayer Identification Number:	95-6000930
Organizational DUNS (if available):	06-477-2721

Center Contact Information:			
Mailing Address (and physical address if it is different):			
Street 1:	44-199 Monroe Street		
Street 2:	Suite B		
City:	Indio		
County:	Riverside	Zip:	92201
Telephone:	760-863-2529	Website:	Cvsbdc.org

Name and Contact Information of person to be contacted regarding this application:			
First and Last Name:	Joaquin Tijerina		
Title:	Center Director		
Telephone:	760-863-2529	Email:	JTijerina@rivco.org

Signature of Contact:  Date: 7.31.19

By signing, I certify that the information in this application is true and correct to the best of my knowledge.

1. Geographic Area of Service

The Coachella Valley SBDC covers the entire Coachella Valley from the Morongo Casino to Blythe. The center is headquartered in Indio and has satellite offices and services throughout the region.

2. Describe the Center's current and proposed approach to providing capital infusion services.

The Coachella Valley SBDC currently utilizes specialized consultants that assist entrepreneurs and business owners in capacity building and to identify and access capital including commercial lending, alternative lending organizations, state and federal loan programs and private lenders and micro loans. The Coachella Valley SBDC consultants assist small businesses in obtaining growth capital through both lending and equity investments.

Coachella Valley SBDC consultants provide technical services that include business plan development, financial statement preparation and analysis, understanding lending terms, loan application assistance and coaching on presentations for equity investors. A new service that is being piloted by the CV SBDC is working with lenders and their clients to create a valuation plan for the client's business. Prior to receiving SBA funding to purchase an existing business, the SBA requires that the buyer/seller has a valuation of the business and that the sale of that business falls within 10-15% of the valuation. The financial specialists at the center have assisted several clients with this type of service to be able to understand the value of the business and whether or not it will be approved by the SBA.

The CV SBDC assists the County of Riverside with its Community Development Block Grant funding and its EDA revolving loan program. Both programs are administered through the CV SBDC and clients receive sub-prime loans and grants. The CDBG loan

program is specifically designed for Low-Mod LMI clients and has the ability to lend \$25,000 - \$50,000 based on business and need. The EDA revolving loan program is for job creation and retention and lends between \$80,000 - \$380,000.

The Coachella Valley SBDC is requesting \$25,000 for F/Y 2019-20 to expand the technical assistance currently being provided for the service area. The funds will assist in providing services for hard to serve populations in the rural areas that include limited English and monolingual Spanish speaking people in the service territory.

3. Describe the Center's outreach strategy and how the Center complements and leverages partner relationships.

The Coachella Valley SBDC's proposed approach is to contact community organizations such as Pueblo Unido 1, Coachella Valley Housing Coalition, Regional Access Project, the Housing Authority of Riverside County and others working with east Coachella Valley residents to assist in identifying entrepreneurs and business owners needing assistance.

Coachella Valley SBDC will partner with these organizations to schedule access to capital workshops, and one-on-one consulting for financing. Coachella Valley SBDC will also attend community-based organization events, Chamber of Commerce meetings, local municipal events and lenders fairs to promote awareness and education about funding assistance, services and resources provided by the Coachella Valley SBDC.

In addition, the Coachella Valley SBDC will focus on working with California State Assembly members Eduardo Garcia and Chad Mayes and California State Senator Jeff Stone's offices to partner in outreaching service areas and promoting Coachella Valley SBDC services and resources to their constituents.

4. Describe the Center's screening process and how consulting services are rendered.

When the CVWSBDC receives notification or referral for an interested business owner or entrepreneur for services the Center Director or Center Associate Director will contact them to determine if they are pre-venture or an existing business. The telephone interview will assist CVSBDC to determine 1) if client is actually ready to start or grow their business and 2) which Center Consultant will be the best fit for client. Contact information for client is then sent to Consultant to set up initial interview. The Consultant will schedule a one on one interview in person to go over the business challenge and determine the next steps both the client and Consultant will accomplish prior to their next consulting session. Consulting sessions will then be scheduled as needed to fully achieve goals needed to overcome business challenges faced by client.

SECTION III: METRICS

2019/20 Proposed Metrics	
Total Dollar Amount of Loans	\$250,000
Total Dollar Amount of Equity (to include private investments)	\$0
Total Dollar Amount of Additional Funds Raised (non-dilutive funding, grants, etc.)	\$0
Total Unique Clients Consulted	35

Coachella Valley SBDC

Hosted by County of Riverside Economic Development Agency

Budget Category	GO-Biz Grant	SBA Match Funds
Business Advising/Consulting	\$ 25,000.00	\$ 25,000.00
Budget allowance to further services to disadvantaged areas and underserved groups. May include marketing, administrative and other misc. expense with the exception of indirect costs		
Program Marketing	Not Allowed	\$ -
Training Costs	Not Allowed	\$ -
Administration	Not Allowed	\$ -
Other (please specify)	Not Allowed	\$ -
Total	\$ 25,000.00	\$ 25,000.00

2019/2020 Proposed Metrics	
Total Capital Infusion (Loans and Non-Owner Equity)	\$ 250,000.00
Total Clients Consulted	35

OC/IE Lead SBDC Budget Justification

All monies received from GOBIZ must be spent entirely on one-on-one consulting for SBDC clients. This money will be spent on paying consultants to do one-on-one advising for clients seeking access to capital.




Governor's Office of Business
and Economic Development

Grant Agreement # CIP2019-L4

1. This Agreement is entered into between the State Agency and the Grant Recipient named below:
STATE AGENCY'S NAME
GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT
GRANT RECIPIENT NAME
CSU FULLERTON AUXILIARY SERVICES CORPORATION
2. The term of this Agreement is:
October 1, 2019 through September 30, 2020
3. The maximum amount of this Agreement is:
\$519,300.00
Five hundred nineteen thousand three hundred dollars NO/Cents
4. The parties agree to comply with the terms and conditions of the following Agreement including exhibits which are by this reference made apart of this Agreement.

IN WITNESS THEREOF, the parties have executed this AGREEMENT hereto.

GRANT RECIPIENT	
GRANT RECIPIENT'S NAME CSU FULLERTON AUXILIARY SERVICES CORPORATION	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 09/27/19
PRINTED NAME AND TITLE OF PERSON SIGNING Charles D. Kissel, Executive Director	
ADDRESS 1121 N. State College Blvd., Fullerton, CA 92831	
STATE OF CALIFORNIA	
AGENCY NAME GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/14/19
x. PRINTED NAME AND TITLE OF PERSON SIGNING Isabella Casillas Guzman, Director of the Office of the Small Business Advocate	
ADDRESS 1325 J Street, Suite 1800, Sacramento, CA 95814	

**GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT
CAPITAL INFUSION PROGRAM GRANT AGREEMENT**

This Governor's Office of Business and Economic Development Capital Infusion Program 2019-20 Grant Agreement (hereinafter referred to as the "AGREEMENT") dated September 23, 2019 is entered into by and between **CSU FULLERTON AUXILIARY SERVICES CORPORATION** (hereinafter "RECIPIENT"), an educational institution, and the **California Governor's Office of Business and Economic Development** (hereinafter, "GO-Biz"), hereafter jointly referred to as the "parties" or individually as the "party."

- A. **WHEREAS**, GO-Biz is the sponsor of this award issued to the RECIPIENT under Agreement Number CIP2019-L4 ("Award");
- B. **WHEREAS**, GO-Biz desires to retain RECIPIENT to perform and/or manage services as described in the 2019/20 Program Announcement to expand new or enhanced services to underserved small business owners, including women, people of color and veteran-owned businesses as businesses in low-wealth, rural and disaster-impacted communities included in a state or federal emergency declaration.
- C. **WHEREAS**, RECIPIENT is host to a small business development center ("SBDC") in California pursuant to the requirements of the U.S. Small Business Administration ("SBA");
- D. **WHEREAS**, all parties acknowledge that this AGREEMENT and the Award are only available to SBDCs in California;
- E. **WHEREAS**, GO-Biz desires to retain RECIPIENT to perform and/or manage services as specified in Exhibit B ("Performance Metrics") and intends to compensate RECIPIENT for such services, as described in Exhibit B ("Budget");
- F. **WHEREAS**, RECIPIENT desires to be retained by GO-Biz to perform and/or manage such services as described set forth in Exhibit B and to be compensated as set forth in Exhibit B;
- G. **WHEREAS**, in undertaking the performance of this AGREEMENT, RECIPIENT represents that it is knowledgeable in its field and that any services performed and/or managed by RECIPIENT will be performed in compliance with this AGREEMENT and any attachments thereto, and;

H. **WHEREAS**, RECIPIENT and any additional third party(ies) retained by RECIPIENT agree to abide by all the terms and conditions of this AGREEMENT and the terms and conditions of this Award.

I. **WHEREAS**, RECIPIENT acknowledges that additional third-party contracts retained by RECIPIENT in addition to original approved budget must be approved by GO-Biz; and

J. **WHEREAS**, RECIPIENT acknowledges that additional third-party contracts retained by RECIPIENT to other federally funded technical assistance providers funded by CIP must be approved by GO-Biz.

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

1. **Recitals**. The parties acknowledge and agree that the recitals are true and accurate and are hereby incorporated by reference into this AGREEMENT.
2. **Performance Metrics**. RECIPIENT shall be responsible for the results and progress described in Performance Metrics and Timeline, which is attached and incorporated as Exhibit B.
3. **Term of Agreement**. The period of performance of this AGREEMENT shall be from October 1, 2019 – September 30, 2020.
4. **Compensation**. The RECIPIENT is entitled to up to \$519,300.00 Five hundred nineteen thousand three hundred dollars NO/Cents for the period as shown in Exhibit B.
5. **Matching Funds Requirement**. RECIPIENT shall provide the total SBA Matching Funds and documentation thereof, as identified in Exhibit C (Certification of SBA Cash Match). In addition, RECIPIENT shall demonstrate a cumulative 1:1 ratio with Award and SBA Matching Fund spending by the end of the second quarter.
6. **Delivery**. All materials, services and/or deliverables required under this AGREEMENT must be completed and delivered to GO-Biz on or before September 30, 2020, unless otherwise approved in writing from GO-Biz
7. **Allowable Costs and Fees**. Allowable costs and fees eligible for reimbursement to the RECIPIENT for performance of this AGREEMENT must be in accordance with the 2019/20 Program Announcement and budget outlined in the AGREEMENT, including the attached exhibits.

8. **Publicity and Acknowledgement.** The RECIPIENT is required to include the following logo (Exhibit A) and disclosure on all materials produced in whole or in part with Project Funds:

"Funded in part through a Grant with the Governor's Office of Business and Economic Development."

Materials that include editorial content must include the following alternate acknowledgement:

"Funded in part through a Grant with the Governor's Office of Business and Economic Development. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the Governor's Office of Business and Economic Development."

The GO-Biz logo may be placed in close proximity to the Recipient's logo or placed in a prominent location elsewhere on the material. The GO-Biz logo may not be placed in close proximity to any third party logo, or used in such a way as to imply that a relationship exists between GO-Biz and any third party. Any use of the GO-Biz logo must be accompanied by the above disclosure statement within reasonable proximity to the logo.

Neither the GO-Biz logo nor the acknowledgement statement may be used in connection with activities outside the scope of work. Similarly, the GO-Biz logo and acknowledgement statement may not be used on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual. The GO-Biz logo and acknowledgement statement may not be used on social media sites without prior approval.

9. **Termination of Agreement.** Either party may terminate this AGREEMENT upon thirty (30) days advance written notice to the other party. Upon termination of this AGREEMENT, GO-Biz agrees to compensate RECIPIENT for all allowable, unavoidable, expenses reasonably incurred by RECIPIENT in the performance of its work under this AGREEMENT by the date of termination. RECIPIENT agrees to complete services and/or provide required deliverables through the date of termination.

If a RECIPIENT is unable to receive state matching funds for any reason, including, but not limited to the termination of its cooperative agreement with the U.S. Small Business Administration to act as a Lead Center by the U.S. Small Business Administration ("Terminating Event"), the state is obligated to compensate RECIPIENT only for all allowable and unavoidable expenses reasonably incurred by RECIPIENT incurred in the performance of its work under the AGREEMENT as of the effective date of the Terminating Event. **THE RECIPIENT MUST NOTIFY GO-BIZ OF TERMINATION OR NON-RENEWAL OF FEDERAL CONTRACT OR GRANT AGREEMENT,**

COOPERATIVE AGREEMENT, OR IF ITS OPERATIONS ARE AT RISK OF BEING PLACED ON PROBATIONARY STATUS WITHIN 48 HOURS VIA EMAIL TO SBTAEP@GOBIZ.CA.GOV.

10. **Modification or Waiver.** No part of this AGREEMENT 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 AGREEMENT shall not be construed as a waiver of any similar or other breach of any term or condition of this AGREEMENT. Nor shall said waiver be construed as a continuing waiver of the original breach.

11. **Assignment.** No part of this AGREEMENT may be assigned by either party without the prior written consent of both parties.

12. **Amendments.** GO-Biz may amend agreements if necessary as a result of external factors, including changes in federal funds, SBDC closures or openings, SBDC staffing issues, noncompliance in carrying out the agreement or other agreement-related issues that may arise during the 2019/20 period. In some cases, a SBDC may not be able to spend their 2019/20 Award in full. If needed, a portion of a SBDC's funding may be redirected to other SBDCs in the same region without an amendment if the changes in funding results in no net change to the total Award in the agreement. Funding redirections that result in no net change in total Award require the submission of a Change Order Request Form, Exhibit E, from the Lead Center to sbtaep@gobiz.ca.gov. GO-Biz will evaluate requests and provide written approval, if allowed. Funding redirections that result in a change in the total Award in an agreement will also require the submission of a Change Order Request and will result in an amendment. RECIPIENT acknowledges that failure to fully spend-down within the 2019/20 Period of Performance may affect future funding requests from GO-Biz.

13. **Invoicing and Reporting Requirements.** Invoicing and Reporting must be pursuant to the instructions provided in the 2019/20 Program Announcement. GO-Biz will provide RECIPIENT with reporting and invoicing templates by January 31, 2020.

- a) **Reporting Requirements.** RECIPIENT must submit electronically a mid-year performance reports with the second quarter invoice during the 2019/20 Period of Performance. Mid-year performance reports are due fifteen (15) days after the completion of the quarter and within thirty (30) days of the last quarter. Centers underperforming must address the Center's challenges, action plan going forward, and confirmation that spenddown and metric goals will be met by the end of the period of performance.
- b) **Invoicing Requirements.** RECIPIENT must submit electronically a quarterly invoice to GO-Biz within forty-five (45) days after the completion of the first three quarters and within 60 days of the completion of the fourth and final quarter of the 2019/20 program period. GO-Biz will not process any payment request submitted more than 90 calendar days after the end of the specified quarter.

14. **Payment.** GO-Biz agrees to pay approved invoices within forty-five (45) days upon

receipt. In no event shall the RECIPIENT request reimbursement from GO-Biz for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this AGREEMENT. Invoices shall be paid upon satisfactory completion of AGREEMENT work and submittal of all the reports required in this AGREEMENT as described in the AGREEMENT and the Exhibits. "Satisfactory completion" as used in this AGREEMENT means that the RECIPIENT has complied with all terms, conditions, and performance requirements of this AGREEMENT. All Award and SBA Matching Funds shall be used solely for the purpose of performing the work as set forth in this AGREEMENT and Exhibit B.

15. **Indemnification/Warranty Disclaimer/Limitation of Liability.** RECIPIENT shall defend, indemnify and hold GO-Biz and the State of California, its agents or assigns, harmless from and against all claims, damages, and liabilities (including reasonable attorneys' fees) arising from RECIPIENT'S or its agents' or assigns' willful misconduct or gross negligence in connection with this AGREEMENT; provided that, RECIPIENT shall not be liable for any direct, indirect, incidental, special or consequential damages that arise from a breach of this AGREEMENT. UNDER NO CIRCUMSTANCES WILL THE STATE OF CALIFORNIA, GO-BIZ, ITS AGENTS OR EMPLOYEES, OR ANYONE ELSE INVOLVED IN THIS AGREEMENT BE LIABLE TO RECIPIENT FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE FROM THIS AGREEMENT, UNLESS GO-BIZ ENGAGES IN WILLFUL MISCONDUCT OR IS GROSSLY NEGLIGENT IN CONNECTION WITH THIS AGREEMENT.

16. **Force Majeure.** If by reason of force majeure the RECIPIENT'S performance hereunder is delayed, hampered or prevented, then the performance by the RECIPIENT 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 RECIPIENT'S control which would excuse the RECIPIENT'S performance as a matter of law.

17. **Notice of Force Majeure.** RECIPIENT agrees to give GO-Biz written notice of an event of force majeure under this Paragraph 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 RECIPIENT from reasonably giving notice within this period, in which case, RECIPIENT will give such notice at the earliest possible time following the Force Majeure.

18. **Public Records.** RECIPIENT acknowledges that GO-Biz is subject to the California Public Records Act (PRA) (Government Code section 6250 et. seq.). This AGREEMENT and materials submitted by RECIPIENT to GO-Biz may be subject to a PRA request, except in the event that such documents submitted to GO-Biz are considered confidential information and exempt under the PRA. In the event records of the RECIPIENT are requested through a PRA, GO-Biz will notify the RECIPIENT, as soon as practicable that a PRA request for the RECIPIENT'S information has been received, but not less than five (5) business days prior to the release of the requested information

to allow the RECIPIENT to seek an injunction. GO-Biz will work in good faith with the RECIPIENT to protect the information to the extent an exemption is provided by law.

19. **Nondiscrimination.** RECIPIENT 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, national origin, gender, handicap or disability, sexual preference, drug addiction and alcoholism.

20. **Retention of Records.** RECIPIENT agrees to maintain and preserve all records relative to this AGREEMENT for three (3) years after termination. RECIPIENT agrees to permit GO-Biz's duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers, and records related to this AGREEMENT.

21. **Audit / Review.** The books and accounts, files, and other records of the RECIPIENT which are applicable to this AGREEMENT shall be available for inspection, review, and audit during normal business hours by GO-Biz and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of the RECIPIENT. RECIPIENT agrees that GO-Biz may request additional information about federal funding that has been drawn down related to this AGREEMENT.

22. **Severability.** Should any part, term, or provision of this AGREEMENT 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 AGREEMENT. Any and all other terms of this AGREEMENT shall remain in full force and effect.

23. **Applicable Law.** This AGREEMENT and any disputes concerning it shall be interpreted under the laws of the State of California.

24. **Interpretation.** Each party has had the opportunity to seek the advice of counsel or has refused to seek the advice of counsel. Each party and its counsel, if appropriate, have participated fully in the review and revision of this AGREEMENT. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this AGREEMENT. The language in this AGREEMENT shall be interpreted as to its fair meaning and not strictly for or against any party.

25. **Days.** Any reference to days in this AGREEMENT, unless specifically stated to be business days (which shall be Monday through Friday and shall not include weekends or state holidays), shall mean calendar days.

26. **Notices.** Any notices required or permitted to be given under this AGREEMENT shall be given in writing and shall be delivered (a) in person, (b) by certified mail, (c) by facsimile with confirmed receipt required, electronic communication with confirmed receipt required, or (d) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as set forth below, or as the applicable party shall specify to the other party in writing.

27. **Representation on Authority of Parties/Signatories.** Each person signing this AGREEMENT represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this AGREEMENT. Each Party represents and warrants to the other that the execution and delivery of the AGREEMENT and the performance of such Party's obligations hereunder have been duly authorized and that the AGREEMENT is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
28. **Entire Agreement.** This AGREEMENT, including any referenced attachments, appendices and references, constitutes the entire AGREEMENT and supersedes any other written or oral representations, statements negotiations, or agreements.
29. **Contents and Order of Precedence.** Included in this AGREEMENT are the following exhibits and all exhibits are hereby incorporated by reference into this AGREEMENT
- a. Exhibit A – Governor's Office of Business and Economic Development Logo
 - b. Exhibit B – Performance Metrics and Budget
 - c. Exhibit C – SBA Cash Match Certification
 - d. Exhibit D - 2019/20 Program Announcement
 - e. Exhibit E – Change Order Request Form - Instructions

**Exhibit A - Governor's Office of Business and Economic
Development Logo**



CALIFORNIA
**Governor's Office of Business
and Economic Development**

END EXHIBIT A

Exhibit B - Performance Metrics & Budget

The spreadsheet establishes the annual capital infusion performance metrics and GO-Biz grant award for each grant recipient during the 2019/20 GO-Biz Capital Infusion Program.

Exhibit A: 2019/20 Metrics and Budget

SBDC Network:

Orange County Inland Empire Small Business Development Center

Center Name	Award Amount	Total Dollar Amount of Loans Goal	Total Dollar Amount of Equity Goal	Total Dollar Amount of Additional Funds Raised Goal	Total Unique Clients Consulted Goal
Lead Center Powered by CSUF ASC	\$ 95,000.00	\$ 5,000,000.00	\$ -	\$ -	150
Irvine SBDC Powered by OCHCC	\$ 50,000.00	\$ 2,000,000.00	\$ -	\$ -	150
Santa Ana SBDC Powered by RSCCD	\$ 50,000.00	\$ 500,000.00	\$ -	\$ -	125
Inland Empire SBDC Powered by CSUSB	\$ 75,000.00	\$ 2,000,000.00	\$ -	\$ -	500
Coachella Valley SBDC Powered by CREDA	\$ 25,000.00	\$ 250,000.00	\$ -	\$ -	35
SBDC @ UCI Applied Innovation	\$ 75,000.00	\$ -	\$ 250,000.00	\$ -	100
EPIC SBDC @ UCR	\$ 50,000.00	\$ -	\$ 250,000.00	\$ -	60
LaunchPad SBDC @ OCTANE	\$ 99,300.00	\$ -	\$ 20,000,000.00	\$ -	50
Network Total	\$ 519,300.00	\$ 9,750,000.00	\$ 20,500,000.00	\$ -	1170

Exhibit C - Certification of SBA Cash Match

[Attach completed Certification of SBA Cash Match]

Exhibit C

Capital Infusion Program
CERTIFICATION OF SBA CASH MATCH
Grant Period: 10/1/2019 through 9/30/2020

Name of Host Organization: CSU Fullerton Auxiliary Services Corporation	Street Address: 1121 N. State College Blvd., Fullerton, CA 92831
Name of Lead Center: Orange County Inland Empire Small Business Development Center	City, State and Zip 1 Banting, Fullerton, CA 92618

SBA CASH MATCH

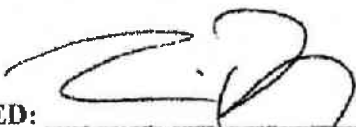
As the duly authorized Officer/Representative of the Lead Center described above, I hereby certify that the CIP program budget for the grant period indicated above will contain actual cash match dollars in the amount of \$519,300.00 from the U.S. Small Business Administration.


MID-YEAR AND YEAR-END MATCH

As the duly authorized Officer/Representative of the Lead Center described above, I hereby certify that the spenddown of the GO-Biz grant and SBA cash match dollars will reflect a cumulative 1:1 ratio at the mid-year and year-end of the grant period for each grantee in the Lead Center Applicant's region.

MID-YEAR AND YEAR-END UNDERMATCH CONDITIONS

If the Lead Center is under-matched at the mid-year or year-end of the grant period, I understand that the Lead Center will not be eligible to receive GO-Biz reimbursement payments for the remainder of the grant period, and possibly for subsequent grant periods as well.


SIGNED: _____
Authorized Representative/Officer
TITLE: Regional Director, OCIE SBDC
DATE: 10.03.19


SIGNED: _____
Authorized Representative/Financial
TITLE: Executive Director
DATE: 09.02.19



CALIFORNIA STATE UNIVERSITY, FULLERTON

Office of Research and Sponsored Projects / Grants and Contracts
1121 N. State College Boulevard, Fullerton, CA 92831-3014
T 657-278-2106 / F 657-278-3000

August 8, 2019

Governor's Office of Business and Economic Development
Office of Small Business Advocate
1325 J Street, Suite 1800
Sacramento, CA 95814

RE: 2019/20 Capital Infusion Program, Opportunity Number: CACIP2019

Dear Sponsor:

We are pleased to submit the attached proposal from CSU Fullerton Auxiliary Services Corporation, on behalf of California State University, Fullerton ("CSUF"). Mike Daniel will serve as Project Director for the CSUF Orange County Inland Empire Small Business Development Center.

If an award is made for this proposed project, please send notification to California State University Fullerton's Grants and Contracts. In addition, and in accordance with University policy, we request that the grant be issued to the university's fiscal agent, **CSU Fullerton Auxiliary Services Corporation** ("ASC"). The ASC has been established and incorporated to assist the University in administering the various research grants, contracts and cooperative agreements awarded to this institution. Upon request, we will provide you with the Articles of Incorporation for the ASC.

Please notify me of any action taken on this proposal at the address provided on this letterhead or via email to ogc1@fullerton.edu, or if you require additional information.

We greatly appreciate your thoughtful consideration of this application.

Respectfully,

A handwritten signature in black ink, appearing to read 'Trang Do', is written over a white background.

Trang Do
Grants and Contracts Officer



Grant Proposal for 2019/20 Capital Infusion Program
California Governor's Office of Business & Economic Development

Submitted:
August 8, 2019

Prepared by:
Mike Daniel
Regional Director of the OC/IE SBDC Regional Network
(657) 278-1803
midaniel@fullerton.edu

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Lead Center Network Name: Orange County Inland Empire Small Business Development Center

Regional Director Name: Mike Daniel

Regional Director Number: (657) 278-1803

Regional Director Email: midaniel@fullerton.edu

Legal Name of Fiscal Host: CSU Fullerton Auxiliary Services Corporation

Center Name	Funding Amount Requested
Lead Center @ CSUF ASC	\$95,000
LaunchPad SBDC @ OCTANe	\$99,300
SBDC @ UCI Applied Innovation	\$75,000
OCH SBDC @ OCHCC	\$50,000
Coachella Valley SBDC @ CREDA	\$25,000
Inland Empire SBDC @ CSUSB UEC	\$75,000
OC SBDC @ RSCCD	\$50,000
EPIC SBDC @ UCR	\$50,000
Total Funding Request	\$519,300

The Orange County / Inland Empire SBDC would like to thank the California Governor's Office of Business and Economic Development for the opportunity to apply for the 2019/2020 Capital Infusion Program. These funds are so crucial to our network and its ability to not only be able to drawdown on the SBA Federal award, but to further assist the small business community within our region. Thank you for the consideration of this network proposal. Grant proposal is for \$519,300.

SECTION I: Applicant Information

Center Information: Orange County Inland Empire Small Business Development Center	
Legal Name of SBDC Center:	Lead Center
Legal Name of Fiscal Host:	CSU, Fullerton Auxiliary Services Corporation
Employer/Taxpayer Identification Number:	1952081258A2
Organizational DUNS (if available):	106670755

Center Contact Information:			
Mailing Address (and physical address if it is different): 1121 N State College Blvd Fullerton CA 92831			
Street 1:	1 Banting		
Street 2:	Suite A		
City:	Irvine		
County:	Orange	Zip:	92618
Telephone:	6572781803	Website:	Oclesmallbusiness.org

Name and Contact Information of person to be contacted regarding this application:			
First and Last Name:	Mike Daniel		
Title:	Regional Director		
Telephone:	6572781803	Email:	midaniel@fullerton.edu

Signature of Contact:  Date: 07.31.19

By signing, I certify that the information in this application is true and correct to the best of my knowledge.

1. Geographic Region:

The SBDC Finance Center covers the entire Orange County Inland Empire region. The focus is in the County of Orange and its thirty-four cities, but clients come from all across the region and throughout Southern California.

2. Current and Proposed Approach to Providing Capital Infusion Services:

In a recent Babson College "State of Small Business" report, they concluded that access to capital is the biggest obstacle in starting or growing businesses in any community. Funding is either limited, expensive or non-existent for many current or future business owners. The California State University, Fullerton SBDC (Lead Center) has created the SBDC Finance Center. The Finance Center's role is to assist business owners with accessing the capital they need to open, operate and expand their business. Financing is an area many small business owners know very little about; therefore, the Finance Center's mission is to be the conduit between the business and the "right" funder for each unique situation. Many businesses will simply go to their bank of deposit and apply for loan and most likely be turned away. With the Finance Center, we take the guesswork out of which lender to choose and instead route each business to an interested lender that wants to do the deal.

The SBDC Finance Center employs loan advisors that assist clients through the loan packaging process and then shops loans for OC/IE SBDC clients. The consultants in the SBDC Finance Center are all current or former underwriters in lending institutions. The process starts with the loan consultant working with a client to assemble a bank worthy loan package. Once a loan package has been created the loan specialist's job is to reach out to several banks, CDFI's and non-profits that might be interested in a client's loan package. The business consultant actively shops the loan for the client with a core group of collaborating financial institutions that actively engage with the SBDC

Finance Center. We have grown partnerships with these funding sources and rather than partnering with banks at a branch level, we work with the decision makers and loan underwriters to receive quick decisions as to whether the loan is bankable – saving our clients time and energy.

The advantage of the Finance Center is that it solely focuses on capital access for its clients. This process has dramatically reduced the time from initial appointment to funding. On average, the consultant spends 8-10 hours with each client for the entire relationship, whereas the typical SBDC process for access to capital can average more than 30 hours with limited results. The center has grown steadily over the past three years and has surpassed its metrics for Go-Biz in both years.

3. Center's Outreach Strategy and How the Center Complements and Leverages Partners:

The SBDC Finance Center has built several key relationships over the past three years of its operation. The role of the SBDC Finance Center is to understand all lending resources in the region and understand what their credit box is and what type of clients they are looking to fund. The Finance Center works with more than 100+ lenders and understands who will fund start-ups versus existing business and who does micro loans versus commercial property loans. Some of the partners that the center works with include, CALED in their new statewide revolving loan fund. We have the first funding recipient in the program, which is a container park in Long Beach where eight food-based businesses all started. The Finance Center partners with the Jewish Free Loan Association in assisting our clients with sourcing small loans up to \$30,000 that are interest free for the life of the loan. The County of Riverside partners with the center on their \$2,000,000 EDA Revolving Loan Fund. The Finance Center packages the loan and presents it to the county loan committee. Last year the Finance Center and the County of Riverside issued almost \$1,500,000 in financing for Riverside County businesses. The Finance center packages a special loan program through the city of Garden Grove, who offers new and existing businesses in the city \$25,000 - \$50,000 loans for five years at 0% interest. Other lenders that the Finance center works with include Veteran Launch, Kiva and many

others that offer competitive rates and fund businesses that would not traditionally be fundable. Many of the partners that the center works with, will send their clients to the Finance Center to package the loan correctly and timely.

4. Center's Screening Process and Consulting Services:

The SBDC Finance Center's screening and consulting service process is quick and easy to utilize. Clients either call or e-mail the Lead Center and if they are looking for capital, they are immediately sent to the Finance Center. Once a lead has been sent to the center, a consultant sets up a 15-20 minute call to understand the client's business, needs and to explain how the service works and set expectations. Once the client is sure they are ready to proceed, the consultant follows up the call with a funding sheet of everything that will be needed to put together a loan package, which includes: credit score, credit history, tax returns, bank plan and projections and assumptions. Once the client gathers what they have, an initial in-person meeting is set and the consultant develops all of the pieces needed for the loan package. The consultant at the same time is working with potential funders, discussing the deal and if there is any interest. The consultant will work with the client until they have a full loan package, which usually takes between 5-8 meetings. Once a lender is interested, the consultant works with client to make sure the LOI is appropriate based on market rates and assists the client with any additional pieces needed by the funder to complete the package.

SECTION III: METRICS

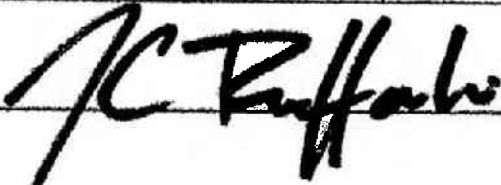
2019/20 Proposed Metrics	
Total Dollar Amount of Loans	\$5,000,000
Total Dollar Amount of Equity (to include private investments)	\$0
Total Dollar Amount of Additional Funds Raised (non-dilutive funding, grants, etc.)	\$0
Total Unique Clients Consulted	150

SECTION I: Applicant Information

Center Information: OCTANe LaunchPad SBDC	
Legal Name of SBDC Center:	LaunchPad SBDC
Legal Name of Fiscal Host:	OCTANe
Employer/Taxpayer Identification Number:	90-0176361
Organizational DUNS (if available):	786921341

Center Contact Information:			
Mailing Address (and physical address if it is different):			
Street 1:	65 Enterprise		
Street 2:			
City:	Aliso Viejo		
County:	Orange County	Zip:	92656
Telephone:	949.330.6572	Website:	https://octaneoc.org/launchpad/

Name and Contact Information of person to be contacted regarding this application:			
First and Last Name:	JC Ruffalo		
Title:	Director of LaunchPad SBDC		
Telephone:	949.330.6572	Email:	jc@octaneoc.org

Signature of Contact:  Date: 7/23/2019

By signing, I certify that the information in this application is true and correct to the best of my knowledge.

1. Geographic area of service

Orange County and the Inland Empire

2. Describe the Center's current and proposed approach to providing capital infusion services.

The OCTANe LaunchPad Small Business Development Center (SBDC) is a Service Center that was established in 2011 by the OCTANe Foundation for Innovation (OFI). The Foundation is committed to developing and growing the high-tech ecosystem in Orange County, California. Companies participate in the LaunchPad SBDC program at no cost and receive access to a highly detailed and quantitative evaluation based on predictive analytics of their business plans, as well as support from subject matter experts in the life science, information technology, sports tech and clean technology sectors. Our model empowers entrepreneurs and small business owners to gain access to capital and to overcome other business challenges to success. To date, over 1,600 companies have been served by the LaunchPad SBDC and have secured more than \$2 Billion in investment capital infusion which has helped create over ten thousand new high paying technology jobs.

The LaunchPad SBDC model provides entrepreneurs and startups with a comprehensive program that quickly identifies the issues necessary to develop strong business plans and compelling investor presentations. Our program provides critical, individualized, and value-added support that prepares early-stage biomedical, technology, sports tech and clean-tech companies to get ready for introductions to investors. Since OFI and the LaunchPad SBDC are hosted by OCTANe, which is designated as an "Innovation Hub" (iHub) by the State of California Business, Transportation and Housing Agency, we leverage our relationships with anchor technology and life science companies in the region, with technology incubators, universities, local, regional, and national venture capitalists. OCTANe also directly contributes to capital infusion through its newly created Visionary Venture Fund, a targeted venture capital fund focused on emerging ophthalmology companies. The Visionary Fund uses the processes and resources of LaunchPad SBDC to perform due diligence on investment

candidates. The Visionary Fund invests across all stages of a company's growth, from seed stage to late-stage clinical trials with an investment target range from \$500,000 to \$5,000,000.

Our program team will measure the outcomes and economic impact of the LaunchPad SBDC capital infusion model by tracking capital infusion, the number of direct and indirect jobs created as a result of our program activities, local and state tax impact and project development milestones for each of the companies going through the LaunchPad process. In compliance with capital infusion program guidelines, we will report evaluation data in quarterly and annual reports.

3. Describe the Center's outreach strategy and how the Center complements and leverages partner relationships.

LaunchPad SBDC, OCTANe, and the OCTANe Foundation for Innovation work very closely with all of the Southern California research institutions in an effort to support and promote collaboration between universities and the local business community. This supports the continued flow of technologies from the universities into commercialization.

LaunchPad SBDC coordinates with the University of California, Irvine (UCI) through its various research departments and the UCI Applied Innovation to produce programs and hold workshops for members of faculty and staff interested in commercializing their research activities. Similar programs are produced for select departments at Chapman University, Cal State Fullerton, UC San Diego, UCLA & USC, and the community colleges such as OCC, IVC.

LaunchPad SBDC, OCTANe, and the OCTANe Foundation for Innovation collaborate and partner with many large and small organizations in the local business community to support the economic development of Orange County and the Inland Empire. Partners include: Irvine Chamber, Knobbe Martens, Allergan, Edwards Lifesciences, Microsemi, RSM, DevicePharm, Deloitte, Experian, K&L Gates, Medtronic and many others. LaunchPad SBDC is a designated iHub and is an advocate for expanding entrepreneurship and startup business in the state.

4. Describe the Center's screening process and how consulting services are rendered.

With the support of this grant, we would like to increase our senior advisor consultant team with four new key strategic advisors. This will allow us to council more underserved technology startup companies through our LaunchPad SBDC program.

The LaunchPad SBDC model helps entrepreneurs and small businesses identify and develop any business plan elements that could either positively differentiate or inhibit funding. First, companies are evaluated by our LaunchPad team on four readiness factors (i.e., market opportunity, product viability, commercialization plans, and team capacity). Second, an 8 to 10 member panel of volunteers, industry-specific subject matter experts evaluate the company's business plan on 25 to 30 metrics that are essential for startup success. Third, companies receive dashboards evaluating their relative position against other companies (funded and unfunded) in their sector based on five metrics (i.e., market opportunity, investment opportunity, technical solution, management team, and business plan). Next, companies receive the expert consulting and support they need to address any barriers to success and to become investment-ready. Finally, the LaunchPad SBDC makes introductions to potential investors and sources of capital infusion that will support the company's growth and create jobs.

JC Ruffalo will perform day-to-day program management with the assistance of Elsa Kondri. Mr. Ruffalo will monitor the objectives and identify new potential clients and partners to help grow the program. The Director, along with the SBDC analyst, will monitor the intake of clients, satisfaction of the customer service provided, and conduct evaluations on all trainers/consultants serving our community.

SECTION III: METRICS

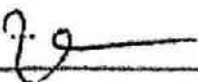
2019/20 Proposed Metrics	
Total Dollar Amount of Loans	\$0
Total Dollar Amount of Equity (to include private investments)	\$ 35,000,000
Total Dollar Amount of Additional Funds Raised (non-dilutive funding, grants, etc.)	\$0
Total Unique Clients Consulted	75

SECTION I: Applicant Information

Center Information: SBDC @ UCI Beall Applied Innovation	
Legal Name of SBDC Center:	SBDC @ UCI Beall Applied Innovation
Legal Name of Fiscal Host:	The Regents of the University of California
Employer/Taxpayer Identification Number:	95-2226406
Organizational DUNS (If available):	04-670-5849

Center Contact Information:			
Mailing Address (and physical address if it is different):			
Street 1:	120 Theory, Suite 200 (for invoices or checks)		
Street 2:	5141 California Ave, Suite 200 (physical address, place of business)		
City:	Irvine		
County:	Orange	Zip:	92697
Telephone:	949-824-6835	Website:	sbdctech.com

Name and Contact Information of person to be contacted regarding this application:			
First and Last Name:	Julie Cranston		
Title:	Director		
Telephone:	949-824-6835	Email:	julie.cranston@uci.edu

Signature of Contact:  Date: 7/26/2019

By signing, I certify that the information in this application is true and correct to the best of my knowledge.

1. Geographic Area of Service

SBDC @ UCI Beall Applied Innovation serves clients primarily from Orange County, especially from the city of Irvine.

2. Describe the Center's current and proposed approach to providing capital infusion services.

SBDC @ UCI Beall Applied Innovation serves high-technology, high-growth, scalable small businesses in the technology and life science sectors. Through a team of seasoned, award-winning expert consultants, clients of the SBDC @ UCI Beall Applied Innovation are guided and instructed through confidential one-on-one consulting on business development, growth, strategy and funding-readiness. The Center services specifically include assistance with business and marketing strategy, funding/pitching, debt and equity funding, term sheets, hiring/staffing issues, board of directors/advisors, SBIR/STTR and FDA/NIH/NSF funding, as well as technology commercialization including regulatory pathway and reimbursement strategy assistance. In particular, the Center conducts Pitch Review sessions for clients who are ready to pitch to, or request funding from, equity investors. These sessions simulate a real equity investor presentation environment, including question and answer forum, which provides clients with the opportunity to practice and refine their pitch. The Center also provides training events on pitch prep, debt and equity funding, and SBIR/STTR funding. In the 2019/2020 funding year, we expect to add additional events in these areas, including events on the Southern California Investor Landscape, Angel Panels, Valuation and Term Sheets, and Venture Financing. These comprehensive services provide clients with advice, information, and tools to generate growth capital and optimize the success of their business.

3. Describe the Center's outreach strategy and how the Center complements and leverages partner relationships

SBDC @ UCI Beall Applied Innovation is a key part of the Orange County innovation ecosystem facilitated by UCI through UCI Beall Applied Innovation. Located in UCI Beall Applied Innovations' dynamic entrepreneurial hub, The Cove, combined with the marketing efforts that leverage the university's media platforms, provide the Center with opportunities to reach large numbers of startups and an entrepreneurial target audience on the campus, in the local community and broadly throughout Orange County, generating awareness of programs and services offered, and subsequently client contacts. Additionally, the Center also pursues its own marketing initiatives including regular digital communications (newsletters, announcements, event postings, etc.) as well as media sponsorships. Outreach by the Director and Consultants include presentations to local affiliate organizations, potential strategic partners and UCI schools and research centers, as well as UCI Beall Applied Innovation departments and programs.

The Center has also established partnerships with service companies and professional organizations to offer our clients expanded resources for generating growth and the success of their small businesses. These partnerships include the Greater Irvine Chamber of Commerce, Hispanic Chamber of Commerce, OCRA – Orange County Regulatory Affairs Discussion Group, OC Startup Council, Device Alliance, Troutman Sanders, Pivotal Law Group, Stradling, and Wilson Sonsini. Cascading goals to these partners and providing reciprocal referrals strengthens the ecosystem and connects small business clients to service providers, strategic and industry partnerships, as well as opportunities for funding and capital infusion.

SBDC @ UCI Beall Applied Innovation currently works closely with the two other SBDC Tech centers (UCR/EPIC and OCTANE/LaunchPad SBDC) to determine strategies and best practices to assist high-technology and life science clients in creating successful entrepreneurial ventures

throughout the region. Group meetings cover topics including consulting strategies, lead generation and client retention, client resources and referrals, growth strategies and synergies between the centers. The three SBDCTech centers have also collaborated to establish an annual Women Entrepreneur Workshop to support the OCIE SBDC Regional Network initiative for women entrepreneurs.

4. Describe the Center's screening process and how consulting services are rendered.

Before beginning to work with clients, the Director and Consultants review new client intake forms, Neoserra e-Center sign ups, phone calls and personal referrals. SBDC @ UCI Beall Applied Innovation will consider setting up an initial meeting with any client who has a business in a high-tech or life science sector, has a business plan, financial model and/or prototype, or pitch deck. Clients are assigned to Consultants based on their areas of expertise. Consultants set up an initial meeting with a client and after that meeting determine whether our services are a good fit for the client's needs and whether we will be able to help the client achieve metrics within the timeframe of the Scope of Work. Consultants record their meeting notes including client status, assignments, progress and milestones in Neoserra, creating a record of metrics achieved during the performance period. All service delivery is coordinated and monitored by the Director, who reviews the Neoserra database to track metrics for clients consulted and trained, consultant service hours, and service delivery by business and technology sector. Changes are made as necessary in the service delivery model to achieve milestones.

SECTION III: METRICS

2019/20 Proposed Metrics	
Total Dollar Amount of Loans	\$0
Total Dollar Amount of Equity (to include private investments)	\$ 250,000
Total Dollar Amount of Additional Funds Raised (non-dilutive funding, grants, etc.)	\$0
Total Unique Clients Consulted	100

SECTION I: Applicant Information

Center Information:	
Legal Name of SBDC Center:	OC Hispanic SBDC
Legal Name of Fiscal Host:	Orange County Hispanic Chamber of Commerce
Employer/Taxpayer Identification Number:	330234833
Organizational DUNS (if available):	969094015

Center Contact Information:			
Mailing Address (and physical address if it is different):			
Street 1:	1 Banting		
Street 2:	Suite A		
City:	Irvine, CA		
County:	Orange County	Zip:	92706
Telephone:	6572781801	Website:	www.smallbusinessoc.com

Name and Contact Information of person to be contacted regarding this application:			
First and Last Name:	Reuben Franco		
Title:	Director		
Telephone:	7149534289	Email:	reubenfranco@ochcc.com

Signature of Contact:  Date: 7/31/19

By signing, I certify that the information in this application is true and correct to the best of my knowledge.

1. Geographic Area of Service

The OCH SBDC serves clients in Orange County.

2. Describe the Center's current and proposed approach to providing capital infusion services.

The OCH SBDC is assisting and will continue to assist small businesses to obtain growth capital through lending and equity investments. The SBDC consultants will work with clients to ensure that the client has an up-to-date business plan in place for bankers to review and include in the client's loan package. The SBDC consultant will analyze the client's financial statements, or if none exist, walk them through the preparation of financial statements. If the client's financial statements are too complicated, the consultant will refer the client to a minimum of three Certified Public Accountants to assist them. The consultant will assess and analyze the client's cash flow position and if needed, coach the client through cash flow preparations. The SBDC consultant will walk the client through lending terms to ensure that the client understands and is comfortable with the various types of lending terms available. The OCH SBDC will focus only on debt financing with its clients. If a client approaches seeking equity funding, the OCH SBDC staff will refer the client to the SBDC Tech centers for those specialized services.

3. Describe the Center's outreach strategy and how the Center complements and leverages partner relationships.

The SBDC has participated and will continue to participate in conferences such as the Women's Conference, Small Business Conference, Business Women Conference, and chamber mixers as well as workshops. The OCH SBDC will continue to participate in University Events promoting services such as California State University Fullerton & California State Polytechnic, Pomona. The OCHCC has worked with various government entities such as SBA, SBDC, Score, CPUC, local cities and the State of California to either co-sponsor workshops or market workshops to its members and the community for entrepreneurship and small business owners. The OCH SBDC has offered workshops for minority

certification, and match making with large corporations. The OCH SBDC will work along with the OCHCC to help its clients obtain capital access by guiding them through credit repair through a referral of at least three members at minimum or no cost at the same time the OCHSDBC will offer one-on-one consulting that is oriented the client towards obtaining capital access. The OCH SBDC will focus on giving more tools and opportunities to minority and women business owners through educational workshops and one-on-one consultation.

The OCHCC knows this community very well and has deep roots within this community. The OCHCC will rely on its partnerships within the community with other Hispanic business organizations such as: Hispanic LifeStyle (long-time media partner of the OCHCC and sponsor of its annual Board Installation Dinner Gala – Estrella); SHIPE (Society of Hispanic Professional Engineers); NSHMBA (National Society of Hispanic MBAs); NHBWA (National Hispanic Business Women’s Association), Latino Coalition; Hispanic 100, to name a few.

4. Describe the Center’s screening process and how consulting services are rendered.

Before beginning to work with clients, the Director and Program Coordinator review new client intake forms, Neoserra e-Center sign ups, phone calls and personal referrals. The vetting process includes capturing information about the type of business the client is looking to start or grow along with personal experience and goals. Clients will be referred to SBDC Programs or to 1-on-1 consulting. The SBDC cohort-style programs teach nascent entrepreneurs the essentials needed to be successful in their business. Among these programs are, for example, CEO Moms, Level Up, OC MADE, Webify, Eats, Brick by Brick, and the Emprendedor@s/Empresarios program. These are specialized programs that help clients obtain the licensing and permits that are required for their business and to also provide a potential venue to sell and market their product. Clients are assigned to Consultants based on their area of expertise. Consultants will set up an initial meeting with a client and after the meeting determine whether our services are a good fit for the client. Consultants record their meeting notes including client status,

assignments, progress and milestones in Neoserra, creating a record of metrics achieved during the performance period. The primary measurements for SBA include: (1) Number of new businesses created; (2) Dollar Amount of Capital Infusion (to include SBA loans, non-SBA loans and equity investment); (3) Number of unique clients consulted and/or trained; and (4) Total number of employee positions supported by services provided. The OCH SBDC will take these goals seriously and will make every effort to hit and exceed its targets, regardless of external economic conditions.

SECTION III: METRICS

2019/20 Proposed Metrics	
Total Dollar Amount of Loans	\$2,000,000
Total Dollar Amount of Equity (to include private investments)	\$0
Total Dollar Amount of Additional Funds Raised (non-dilutive funding, grants, etc.)	\$0
Total Unique Clients Consulted	150

SECTION I: Applicant Information

Center Information:	
Legal Name of SBDC Center:	Coachella Valley SBDC
Legal Name of Fiscal Host:	County of Riverside Economic Development Agency
Employer/Taxpayer Identification Number:	95-6000930
Organizational DUNS (If available):	06-477-2721

Center Contact Information:			
Mailing Address (and physical address if it is different):			
Street 1:	44-199 Monroe Street		
Street 2:	Suite B		
City:	Indio		
County:	Riverside	Zip:	92201
Telephone:	760-863-2529	Website:	Cvsbdc.org

Name and Contact Information of person to be contacted regarding this application:			
First and Last Name:	Joaquin Tijerina		
Title:	Center Director		
Telephone:	760-863-2529	Email:	JTijerina@rivco.org

Signature of Contact: _____

Date: 7.31.19

By signing, I certify that the information in this application is true and correct to the best of my knowledge.

1. Geographic Area of Service

The Coachella Valley SBDC covers the entire Coachella Valley from the Morongo Casino to Blythe. The center is headquartered in Indio and has satellite offices and services throughout the region.

2. Describe the Center's current and proposed approach to providing capital infusion services.

The Coachella Valley SBDC currently utilizes specialized consultants that assist entrepreneurs and business owners in capacity building and to identify and access capital including commercial lending, alternative lending organizations, state and federal loan programs and private lenders and micro loans. The Coachella Valley SBDC consultants assist small businesses in obtaining growth capital through both lending and equity investments.

Coachella Valley SBDC consultants provide technical services that include business plan development, financial statement preparation and analysis, understanding lending terms, loan application assistance and coaching on presentations for equity investors. A new service that is being piloted by the CV SBDC is working with lenders and their clients to create a valuation plan for the client's business. Prior to receiving SBA funding to purchase an existing business, the SBA requires that the buyer/seller has a valuation of the business and that the sale of that business falls within 10-15% of the valuation. The financial specialists at the center have assisted several clients with this type of service to be able to understand the value of the business and whether or not it will be approved by the SBA.

The CV SBDC assists the County of Riverside with its Community Development Block Grant funding and its EDA revolving loan program. Both programs are administered through the CV SBDC and clients receive sub-prime loans and grants. The CDBG loan

program is specifically designed for Low-Mod LMI clients and has the ability to lend \$25,000 - \$50,000 based on business and need. The EDA revolving loan program is for job creation and retention and lends between \$80,000 - \$380,000.

The Coachella Valley SBDC is requesting \$25,000 for F/Y 2019-20 to expand the technical assistance currently being provided for the service area. The funds will assist in providing services for hard to serve populations in the rural areas that include limited English and monolingual Spanish speaking people in the service territory.

3. Describe the Center's outreach strategy and how the Center complements and leverages partner relationships.

The Coachella Valley SBDC's proposed approach is to contact community organizations such as Pueblo Unido 1, Coachella Valley Housing Coalition, Regional Access Project, the Housing Authority of Riverside County and others working with east Coachella Valley residents to assist in identifying entrepreneurs and business owners needing assistance. Coachella Valley SBDC will partner with these organizations to schedule access to capital workshops, and one-on-one consulting for financing. Coachella Valley SBDC will also attend community-based organization events, Chamber of Commerce meetings, local municipal events and lenders fairs to promote awareness and education about funding assistance, services and resources provided by the Coachella Valley SBDC.

In addition, the Coachella Valley SBDC will focus on working with California State Assembly members Eduardo Garcia and Chad Mayes and California State Senator Jeff Stone's offices to partner in outreaching service areas and promoting Coachella Valley SBDC services and resources to their constituents.

4. Describe the Center's screening process and how consulting services are rendered.

When the CVWSBDC receives notification or referral for an interested business owner or entrepreneur for services the Center Director or Center Associate Director will contact them to determine if they are pre-venture or an existing business. The telephone interview will assist CVSBDC to determine 1) if client is actually ready to start or grow their business and 2) which Center Consultant will be the best fit for client. Contact information for client is then sent to Consultant to set up initial interview. The Consultant will schedule a one on one interview in person to go over the business challenge and determine the next steps both the client and Consultant will accomplish prior to their next consulting session. Consulting sessions will then be scheduled as needed to fully achieve goals needed to overcome business challenges faced by client.

SECTION III: METRICS

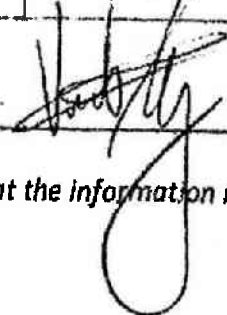
2019/20 Proposed Metrics	
Total Dollar Amount of Loans	\$250,000
Total Dollar Amount of Equity (to include private investments)	\$0
Total Dollar Amount of Additional Funds Raised (non-dilutive funding, grants, etc.)	\$0
Total Unique Clients Consulted	35

SECTION I: Applicant Information

Center Information: Inland Empire SBDC	
Legal Name of SBDC Center:	Inland Empire SBDC
Legal Name of Fiscal Host:	University Enterprises Corporation at CSUSB/IESBDC
Employer/Taxpayer Identification Number:	95-6067343
Organizational DUNS (if available):	030579213

Center Contact Information:			
Mailing Address (and physical address if it is different):			
Street 1:	5500 University Parkway		
Street 2:			
City:	San Bernardino		
County:	San Bernardino	Zip:	92407
Telephone:	951-781-2345 / 909-537-5918	Website:	www.iesmallbusiness.com

Name and Contact Information of person to be contacted regarding this application:			
First and Last Name:	Vincent McCoy		
Title:	Director		
Telephone:	951-781-2345	Email:	vmccoy@iesmallbusiness.com

Signature of Contact:  Date: July 30, 2019

By signing, I certify that the information in this application is true and correct to the best of my knowledge.

1. Geographic Service Area

The Inland Empire Small Business Development Center serves the Inland Empire, which comprises Riverside County and San Bernardino County, California covers more than 27,000 square miles and has a population of approximately 4 million.

2. Describe the Center's current and proposed approach to providing capital infusion services.

Efforts in this iteration of Go-Biz funding will increase services in San Bernardino County and City of San Bernardino. IESBDC has secured a contract with City of Rialto to re-establish an outreach office that will increase resources and access to capital in San Bernardino, Colton, Rialto and surrounding areas. This funding would support the San Bernardino outreach.

Among efforts to generate greater access to capital by IESBDC clients are the following:

- Monthly funding review meetings with lenders. IESBDC deals needing bank funding and bank deals in need of pre-loan technical assistance.
- Maintain referrals with 504 lenders: Enterprise Funding, AmPac TriState CDC, CDC Small Business Finance for the deals involving real estate and capital equipment.
- Conducting monthly Access to Capital workshop with lenders and staff as presenters.
- Monthly meet the lender activities at IESBDC staff meetings.

IESBDC will continue to focus on providing outreach, training and one-on-one consulting to help the bankable and non-bankable get money they need to start or grow businesses.

1. Retain our lending specialist in Ontario and Riverside locations to help clients, especially those with challenging but potentially rewarding funding projects.
 2. Expand outreach support lending in San Bernardino County.
 3. Expand work with established relationships with lenders such as Enterprise Funding CDC, AmPac TriState CDC and the banks that provide IESBDC with cash match.
- 3. Describe the Center's outreach strategy and how the Center complements and leverages partner relationships.**

IESBDC works with the Women's Business Center via shared offices and referrals in Riverside and San Bernardino, Accion San Diego and First Foundation bank will be a frequent presenter and provider of microloan clients for technical assistance. IESBDC chairs Micro Enterprise Collaborative, which consists of lenders, Community Assistance Programs. IESBDC is on the Board of CAMEO. Partnered with Hispanic Lifestyle for the Business Expo, Riverside Black Chamber for Trade Expo, Riverside County EDA for Trade & Manufacturing Summit.

Inland Empire SBDC uses the contractual consulting services with local municipalities. The funding sources receive an on-site consultant, access to training, and all the relevant and known resources of the consulting team. The partnerships leverage Community Development Block Grants, CDBG, which target helping low-to-moderate income people and other programs targeting the underserved. Partners include the County of Riverside, the cities of Riverside, Ontario, Rancho Cucamonga, San Bernardino, Rialto, and Menifee.

4. Describe the Center's screening process and how consulting services are rendered.

Clients call into our center after discovering our service offerings through multiple marketing channels; website, social media channels, network/partner referrals, print collateral, or attending a workshop. Our Admin receives all initial call and begins to screen the client to be

able to provide the best service available.

Information needed to set an appointment

- We need a name, where the client lives, and contact numbers (preferably 2 when possible). This information should be on the subject line.
- Ask what type of business the client operates or wants to start.
- Determine what type of assistance they are looking for?
- Find out if this is the client's first-time appointment.
- We call to confirm appointments 1 day in advance

INITIAL SESSION - The team at IESBDC has been designed to offer the startup and existing venture all the resources they will need to conduct a feasibility study and get their venture off the ground or expand operations.

Session will follow the template and answer each question

1. Client History (Complete this section after the initial session only.) Provide a description about what occurred during this session.
2. Client Action Items: (Explain any action items given to the client and due dates.)
3. Consultant Action Items: (Explain any action items to be completed by the consultant and due dates.)

SECTION III: METRICS


2019/20 Proposed Metrics	
Total Dollar Amount of SBA Loans	\$2,000,000
Total Dollar Amount of Equity (to include private investments)	\$0
Total Dollar Amount of Additional Funds Raised (non-dilutive funding, grants, etc.)	\$0
Total Unique Clients Consulted	500

SECTION I: Applicant Information

Center Information:	
Legal Name of SBDC Center:	Orange County SBDC
Legal Name of Fiscal Host:	Rancho Santiago Community College District
Employer/Taxpayer Identification Number:	95-2696799
Organizational DUNS (if available):	07-607-0283

Center Contact Information:			
Mailing Address (and physical address if it is different):			
Street 1:	1300 S. Bristol St.		
Street 2:	2 nd Floor		
City:	Santa Ana		
County:	Orange	Zip:	92704
Telephone:	714-864-5200	Website:	www.orangecountysbdc.org

Name and Contact Information of person to be contacted regarding this application:			
First and Last Name:	Ruth Cossio-Muniz		
Title:	Director		
Telephone:	714-564-5200	Email:	cossio_muniz_ruth@rsccd.edu

Signature of Contact:  Date: 8/2/19

By signing, I certify that the information in this application is true and correct to the best of my knowledge.

1. Geographic area of service

Orange County SBDC is hosted by Rancho Santiago Community College District (RSCCD) located in the city of Santa Ana, the heart of Orange County. Centered in a growing and dynamic area, the district serves a population of more than 700,000 residents in the communities of Anaheim, Anaheim Hills, Orange, Santa Ana, Villa Park, Costa Mesa, Irvine, Fountain Valley, Garden Grove and Tustin. As part of the OC/IE SBDC Network, our center will provide services to aspiring entrepreneurs and small business owners throughout OC.

2. Describe the Center's current and proposed approach to providing capital infusion services.

Orange County SBDC powered by RSCCD, facilitates multiple training workshops and schedules hundreds of consultation sessions annually to help prepare small business owners to successfully secure capital for establishment and/or growth of their businesses. The proposed approach for providing capital infusion services is to schedule at least four (4) workshops throughout the year, one per quarter, with two showcasing a speakers' panel of lenders. With a new hire of a financial specialist, the Center will also have the capacity to increase assistance to more clients, preparing them with financial projections and completing loan packages to submit to lenders.

3. Describe the Center's outreach strategy and how the Center complements and leverages partner relationships.

The Center's strategy for outreach encompasses several tactics to increase traffic, recruit new clients and solidify credibility. Using our website, posting on social media and emailing the distribution of the Center's newsletter, clients will learn about available sources of capital for each stage of the business whether pre-venture, start-up or established. Articles will be informative, feature experts' opinions and recommendations, and will be

posted on a weekly or monthly basis as needed to remain timely. The Center will also promote trainings and workshops via these news channels. The workshops will teach entrepreneurs how to pre-qualify for business loans and/or micro-loans. Additionally, the Center will strengthen its relationships with a wide network of lenders and bank representatives to fund the loans in partnership with the Lead SBDC Center. As such, we will continue to cultivate and develop strong, collaborative unions with financial institutions to grow our network of lenders that serve small businesses.

4. Describe the Center's screening process and how consulting services are rendered.

The Center will be implementing a new screening process aimed to select ideal clients for consultations. The procedure will consist of front desk staff, potentially business student interns due to budget limitations, to ask a series of questions when receiving calls for service to help define if the caller is eligible to for various forms of capital in order to match them up to an appropriate consultant/ advisor. If possible, the Center will also receive support from the Lead Center, which has been piloting a hotline for this purpose. Questions will include:

1. What business are you in or planning to be in?
2. How many years of experience do you have in that Industry?
3. How much money do you have to invest or have you already invested in your business?
4. Are you looking for funding in the near future?
5. What is your credit score?
6. Do you have a business plan?
7. Do you know how to prepare and/ or interpret a balance sheet, Income statement and monthly cash budget?

These sample questions will help guide the staff in knowing who better to match the client with and/or know if they need to be referred to an orientation workshop or other organization to begin their journey. If the client looks to be ready for assistance, an appointment will be made with one of our financial specialists and the consultant will immediately create a Scope of Work to begin the process of securing a loan.

SECTION III: METRICS

2019/20 Proposed Metrics	
Total Dollar Amount of Loans	\$500,000
Total Dollar Amount of Equity (to include private investments)	\$0
Total Dollar Amount of Additional Funds Raised (non-dilutive funding, grants, etc.)	\$0
Total Unique Clients Consulted	125

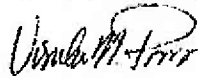
SECTION I: Applicant Information

Center Information:	
Legal Name of SBDC Center:	EPIC SBDC
Legal Name of Fiscal Host:	The Regents of the University of California, Riverside
Employer/Taxpayer Identification Number:	956006142W
Organizational DUNS (if available):	62-779-7426

Center Contact Information:			
Mailing Address (and physical address if it is different):			
Street 1:	245 University Office Building		
City:	Riverside		
County:	Riverside	Zip:	92521-0217
Telephone:	951-827-4968	Website:	www.ucr.edu

Center Contact Information:			
Physical Address:			
Street 1:	3403 10 th Street, Suite 120		
City:	Riverside		
County:	Riverside	Zip:	92501-8627
Telephone:	951-468-5026	Website:	https://sbdctech.com/EPIC

Name and Contact Information of person to be contacted regarding this application:			
First and Last Name:	Ursula Prins		
Title:	PreAward Manager		
Telephone:	(951) 827-4968	Email:	ursula_prins@ucr.edu

Signature of Contact:  Date: 8/2/2019

By signing, I certify that the information in this application is true and correct to the best of my knowledge.

1. Geographic area of service

EPIC SBDC serves the Inland Empire, which includes the counties of Riverside and San Bernardino.

2. Describe the Center's current and proposed approach to providing capital infusion services.

The lack of access to capital is a huge challenge for entrepreneurs working to grow their startups in the Inland Empire. In the period from 2018-2019, very few Angel investments were made and there was only 1 Series A round raised (per Crunchbase and Pitchbook data). To help address this challenge, EPIC SBDC will:

- 1) Work to build two new Angel Investor networks in the region.
- 2) Travel to Los Angeles and the Bay Area to meet and build relationships with early stage venture capital funds.
- 3) Grow relationships with the equity crowd funding companies.
- 4) Continue the formal deal review process with Highlander Venture Fund and other SoCal Angel Networks.

New Angel Investor Networks:

- The UCR Alum Angel Network comprised of accredited investors who are graduates of UCR and will be co-organized by EPIC SBDC and the alumni.
- The Riverside Angels comprised of high net worth Riverside area residents. EPIC SBDC will present regional deal flow and "Why invest in the region" workshops in the Riverside County area.
- EPIC SBDC will host two investor "showcase" events per year on campus at UCR for Angel and early stage VC investors.

Early Stage VC:

The EPIC SBDC Director will travel to Los Angeles and the Bay Area to cultivate relationships with early stage investors.

Equity Crowdfunding

As a result of the JOBS Act, companies can now raise from anyone up to \$50 million under Regulation A+ and up to \$1 million under Regulation CF. These new exemptions open up investing to 240+ million Americans who previously could not invest and allows equity crowdfunding platforms to help startups turn their most ardent supporters and customers into investors. The team at EPIC SBDC believes that this fundraising mechanism will be a critical tool to help startups in underserved regions like the Inland Empire grow.

Highlander Fund:

EPIC SBDC will continue to utilize the formal deal review process with the UC Riverside-affiliated Highlander Venture Fund (a \$10M Fund), the IE chapter of the Tech Coast Angels and the Pasadena Angels.

3. Describe the Center's outreach strategy and how the Center complements and leverages partner relationships.

EPIC SBDC will continue the momentum it built in 2018/19 by driving/supporting the Inland Empire region-wide Fast Pitch Competition in April, the Alliance for Southern California Innovation events and Riverside Startup Week in October. Through these events EPIC SBDC has been able to attract investors to the region and get clients/startups in front of angel investors and early seed stage venture funds.

EPIC SBDC key personnel will continue their engagement with the Riverside County Economic Development Alliance which represents more than 20 cities in the region by offering in person and online programming and support the economic development strategy to attract and grow new businesses in the region. EPIC SBDC is working closely with area education institutions including Riverside Community College District, Cal State San Bernardino, Cal Baptist University and La Sierra University to solidify relationships and provide resources to a broader range of clients.

EPIC SBDC will deliver 20 or more free workshops both in person at partner incubators (ExCITE, Murrieta Innovation Center, etc.) as well as via webinar using Zoom technology to the community. Examples of programs delivered include: Go to Market Strategy, User Acquisition and Growth, Financing your company with SBIR funding, Financing your Startup, so you want to be an Entrepreneur? and Building your Sales Channel.

4. Describe the Center's screening process and how consulting services are rendered.

The process starts by setting up a meeting with the EPIC SBDC Director. The Director evaluates the startup and it's fit for the EPIC SBDC program, then introduces the entrepreneur to a mentor. The mentor evaluates the company or idea and maps out a plan that may include pitch deck creation, go-to-market strategy, financials and advice on raising capital. Additionally, the EPIC SBDC mentor provides access to the technical expertise of a large research university.

SECTION III: METRICS

2019/20 Proposed Metrics	
Total Dollar Amount of Loans	\$0
Total Dollar Amount of Equity (to include private investments)	\$250,000
Total Dollar Amount of Additional Funds Raised (non-dilutive funding, grants, etc.)	\$0
Total Unique Clients Consulted	60

SUBCONTRACT NO. S-7258-CREDA

This SUBCONTRACT NO. S-7258-COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT (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 Department ("SUBCONTRACTOR"), host administrative agent for the Coachella Valley Small Business Development Center ("Service Center") located in Indio, California and **CSU FULLERTON AUXILIARY SERVICES CORPORATION ("ASC")**, a California non-profit corporation which is a recognized auxiliary and fiscal agent of California State University, Fullerton ("CSUF"), and host administrative agent for the Lead Center SBDC ("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

- A. **WHEREAS**, ASC is the prime awardee of an award issued by the California Governor's Office of Business and Economic Development ("GO-Biz" or "Prime Sponsor") under Agreement Number CIP2019-L4 ("Agreement" or "Prime Award");
- B. **WHEREAS**, ASC desires to retain SUBCONTRACTOR to perform services as specified in **Exhibit A** (Scope of Work) and intends to compensate SUBCONTRACTOR for such services, as described in **Exhibit B** (Budget);
- C. **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 Exhibits; and,
- D. **WHEREAS**, SUBCONTRACTOR and any additional subcontractors retained by SUBCONTRACTOR agree to abide by all of the terms and conditions of this Subcontract and the Prime Award, incorporated as **Exhibit C**.

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

Michael Daniel
Regional Director
California State University, Fullerton
800 N. State College Blvd., SGMH-4157B
Fullerton, CA 92831

Administrative

Sydney Dawes
Director, Office of Sponsored Programs
CSU Fullerton Auxiliary Service Corp.
1121 N. State College Blvd.
Fullerton, CA 92831-3014

Telephone: (657) 278-5168
Email: midaniel@fullerton.edu

Telephone: (657) 278-4103
Email: sdawes@fullerton.edu

For SUBCONTRACTOR:
Technical/Programmatic/Administrative
Robert Moran
Economic Development Manager
County of Riverside Economic Development
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 **Charles D. Kissel**, Executive Director of the CSU Fullerton Auxiliary Services Corporation and by **Suzanne Holland**, Director, Authorized Official, County of Riverside Economic Development, or their respective designees.

2. **Scope of Work.** SUBCONTRACTOR shall be responsible for the specific tasks described in the Scope of Work which is attached and incorporated as **Exhibit A**.
3. **Term of Contract.** The period of performance of this Subcontract shall be from October 1, 2019 through September 30, 2020, subject to extension by the Prime Sponsor and mutual agreement of both Parties.
4. **Compensation.** Reimbursement of funds under this Subcontract is limited to **Twenty-Five Thousand Dollars (\$25,000.00)**, as shown in **Exhibit B**.
5. **Matching Funds Requirement.** SUBCONTRACTOR shall provide total matching funds of **Twenty-Five Thousand Dollars (\$25,000.00)**, as shown in **Exhibit B**.

Note: The matching funds requirement is being met through the core SBDC grant from SBA OSBDC, under sub-award S-7056-COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY, under SBA Cooperative Agreement Number SBAHQ-19-B-0060. Thereafter, the matching funds shall be met through the core SBDC grant from SBA for 2020 funding.

6. **Delivery.** All materials and services called for under this Subcontract shall be completed and delivered to ASC on or before September 30, 2020.
7. **Allowable Costs and Fees.** 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. **Termination of Subcontract.** Either Party may terminate this Subcontract upon thirty (30) days advance written notice to the other Party. Upon termination of this Subcontract, ASC agrees to compensate SUBCONTRACTOR for all unavoidable expenses reasonably incurred by SUBCONTRACTOR in the performance of its work under this Subcontract by the date of termination, and SUBCONTRACTOR agrees to complete services and/or provide required deliverables through the date of termination.
9. **Modification or Waiver.** 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. **Independent Contractor.** 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. **Assignment.** No part of this Subcontract may be assigned by either Party without the prior written consent of both Parties.
12. **Reporting Requirements.** SUBCONTRACTOR must submit an electronic version of the quarterly performance report in Microsoft Word to the Lead Center within ten (10) days after the completion of a calendar quarter. The annual report is due within twenty (20) days after the close of the grant period. Failure to submit required reports as indicated above 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.
13. **Invoicing and Payment.** 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 mailed to the address listed below and emailed to kmpayne@fullerton.edu:

OCIE SBDC
Ms. Katrina Smith, Associate Regional Director
1 Banting, Suite A
Irvine, CA 92618

SUBCONTRACTOR shall invoice the Lead Center for actual expenses incurred during the term of the Subcontract and in accordance with the Budget in **Exhibit B**, and shall deliver such invoices to the lead center within ten (10) days of the close of each month. SUBCONTRACTOR will submit itemized invoices to the Lead Center monthly. Each invoice shall include an itemized expenditure

report, accompanied by general ledger with a detailed transaction report, supporting documentation and any necessary chart of accounts. The Lead Center agrees to pay approved invoices within thirty (30) days upon receipt. In no event shall the SUBCONTRACTOR request reimbursement from the Lead Center for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Subcontract.

The invoice containing final costs to be paid by the Lead Center shall be identified as the "Final Invoice." Final Invoice expenditures shall reflect costs incurred but not previously submitted for the period ending September 30, 2020. The Final Invoice shall be paid upon satisfactory completion of Subcontract work and submittal of all the reports required in this Subcontract.

"Satisfactory completion" as used in this Subcontract means that the SUBCONTRACTOR has complied with all the terms, conditions, and performance requirements of this Subcontract. All award and matching funds shall be used solely for the purpose of performing the work as set forth in the Subcontract and **Exhibit A**.

13. Contents and Order of Precedence.

Included in this Subcontract are the following Exhibits, which are hereby incorporated by reference:

- a. Exhibit A Scope of Work
- b. Exhibit B Budget
- c. Exhibit C Prime Award/GO-Biz Small Business Development Center Capital Infusion Program Agreement NO. CIP2019L-4

The contents of each instrument below are incorporated within this Subcontract as 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

14. Indemnification. All Parties to this Subcontract 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 section 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 14 shall survive for a period of one (1) year after the expiration or earlier termination of this Subcontract.

15. Force Majeure. 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.

16. **Notice of Force Majeure.** SUBCONTRACTOR agrees to give ASC written notice of an event of Force Majeure under section 15 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.
17. **Public Records.** SUBCONTRACTOR acknowledges that ASC is subject to the California Public Records Act (PRA) (Government Code section 6250 et. seq.). This Subcontract and materials submitted by SUBCONTRACTOR to ASC may be subject to a PRA request, except in the event that such documents submitted to ASC are considered confidential information and exempt under the PRA. In the event records of the SUBCONTRACTOR are requested through a PRA, ASC will notify the SUBCONTRACTOR, as soon as practicable that a PRA request for the SUBCONTRACTOR's information has been received, but not less than five (5) business days prior to the release of the requested information to allow the SUBCONTRACTOR to seek an injunction. ASC will work in good faith with the SUBCONTRACTOR to protect the information to the extent an exemption is provided by law.
18. **Nondiscrimination.** 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.
19. **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 California 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."
20. **Audit.** 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.
21. **Severability.** 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.

22. **Applicable Law.** 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 Subcontract 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.
23. **Interpretation.** 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.
24. **Days.** Any reference to days in this Subcontract, unless specifically stated to be business days (which shall be Monday through Friday and shall not include weekends or state holidays), shall mean calendar days.
25. **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 date noted below.

COUNTY OF RIVERSIDE, a
political subdivision of the State of
California, by and through its Economic
Development Department

**CSU FULLERTON AUXILIARY SERVICES
CORPORATION**, a non-profit auxiliary
corporation

By: 
V. Manuel Perez, Chairman
Board of Supervisors

By: 
Charles D. Kissel,
Executive Director

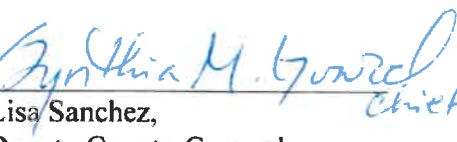
Dated: MAY 05 2020

Dated: 21 MAY 20

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
for Lisa Sanchez, *Chief Deputy*
Deputy County Counsel