

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND**

**HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION'S
NORTH COAST SMALL BUSINESS RESOURCE CENTER, INC.
FOR FISCAL YEARS 2019 THROUGH 2022**

Contract #19-01

This agreement is made this 26th day of June, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter called the "County," and Humboldt State University Sponsored Programs Foundation's North Coast Small Business Resource Center, Inc., a nonprofit corporation, also known as the North Coast Small Business Development Center, hereinafter called the "Contractor," together referred to as "the Parties".

WHEREAS, the County applies for and receives funds on a regular basis from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, for microenterprise assistance, and such funding is distributed to County through the State of California Community Development Block Grant Program (hereinafter called CDBG); and

WHEREAS, microenterprise technical assistance meets the CDBG National Objective of benefiting low- and moderate-income persons; and

WHEREAS, the County has CDBG Program Income from repaid CDBG Loans that can be used for funding a microenterprise program with Board of Supervisors and CDBG approval; and

WHEREAS, the County completed a three-year procurement process for the delivery of Microenterprise services in compliance with County policy and federal procurement rules in February 2019; and

WHEREAS, the County currently has funds from a grant and wishes to engage the Contractor to assist in providing microenterprise technical assistance with such funds; and

WHEREAS, if the County receives additional funds it wishes to amend this contract to include those funds; and

WHEREAS, if the County receives no additional funding and is not able to use Program Income, the County has no obligation to the Contractor, and this Agreement becomes null and void.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish microenterprise technical assistance services described in CONTRACTOR proposal, Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the Director of Planning and Building or Department Grant Program Coordinator.

2. TERM:

This Agreement shall begin on June 26, 2019 and shall remain in full force and effect until June 26,

2022 unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The County will pay to Contractor funds available under this contract based upon information submitted by Contractor and consistent with any approved budget and County policy concerning payments. Payments will be made based on a fixed fee for actual client services as included in the original proposal. Further they shall not exceed the amounts as specified in the budget as set forth in Section 2. Schedule of Rates.
- B. Schedule of Rates. The Rates for the Base Client Program as specified in the original proposal shall not exceed \$3,900. The Rates for the Optional Program shall not exceed \$2,430. In no case will CONTRACTOR be paid more than \$6,330 per client. Specific rates and costs applicable to this Agreement are set forth in Exhibit A – Schedule of Rates, page 6, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and number of clients served, pursuant to the terms and conditions of this Agreement. Invoices shall include a summary, and detailed client records that will be traceable to actual hours worked, or direct

expenses for outside classes, and will be presented by component. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Planning and Building Department
Attention: Program Coordinator
3015 H Street
Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Planning and Building Department
Attention: Program Coordinator
3015 H Street
Eureka, CA 95501
(707) 445-7541

CONTRACTOR: HSU Sponsored Programs Foundation's NCSBDC
Attention: Director
1 Harpst Street
Arcata, CA 95521
(707) 826-4189

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least four (4) years from the date of final annual performance report, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the

services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.
- D. CDBG Specific Requirements. CDBG specific requirements for record retention and inspection are set forth in Exhibit B, which is attached hereto and incorporated herein by reference.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder; including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state

and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE :

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- C. Compliance with CDBG Regulations and Requirements. CONTRACTOR agrees to comply with, and to require through contract that subcontractors and grant recipients comply with, all applicable requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if

CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

COUNTY shall hold harmless, defend and indemnify CONTRACTOR and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation,

attorney's fees and other costs of litigation, arising out of, or in connection with, COUNTY's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of CONTRACTOR.

- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement shall not affect coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other available remedies, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: HSU Sponsored Programs Foundation
Attention: Director
1 Harpst Street
Arcata, CA 95521
(707) 826-4189

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or standard referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date thereof.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. AMENDMENT:

The County may amend the budget in this Agreement should additional funding become available. The amendment will be executed in writing and must be signed by duly-authorized representatives of both organization and need not be approved by the County's governing body.

The County or Contractor may amend this Agreement for non-budgetary reasons at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly-authorized representative of both organizations, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Contractor from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Contractor.

26. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. TITLE TO INFORMATION AND DOCUMENTS:

COUNTY and CONTRACTOR both shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, use, and to authorize others to do so, all original writings, reports, pictorial reproductions, drawings, computer programs, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR agrees to deliver a reproducible copy of such documents and materials to the COUNTY on completion of the services required in this Agreement.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Director of Planning and Building.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein,

“prevailing party” means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3. D – Compensation Upon Termination, Section 8 – Record Retention and-Inspection, Section 10 – Confidential Information and Section 14– Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and

has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By:  Date: 5/23/2019
DocuSigned by: Kacie Flynn 778F1AA3FF8A405

Name: Kacie Flynn

Title: Interim Executive Director, HSU SPF

By:  Date: 5/22/2019
DocuSigned by: William Cook D488E661D3734E4

Name: William Cook

Title: Compliance Officer

COUNTY OF HUMBOLDT:

By:  Date: 6/25/19
 Rex Bohn

Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  Date: 05/31/2019

Risk Management

LIST OF EXHIBITS:

Exhibit A – HSU Sponsored Program Foundation’s NCSBRC, which includes Scope of Services and Schedule of Rates

Exhibit B – CDBG Special Provisions

EXHIBIT A

**HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION'S
NORTH COAST SMALL BUSINESS RESOURCE CENTER, INC.
DETAILED PROPOSAL DESCRIBING
SCOPE OF SERVICES & SCHEDULE OF RATES
FOR FISCAL YEARS 2019 THROUGH 2022**



3 April 2019

County of Humboldt Planning & Building Department
3015 H Street, CA 95501
Attn: Jennifer Corgiat, Paula Mushrush

Dear Jennifer and Paula:

Thank you for this opportunity to apply to the County of Humboldt for funding to support the North Coast Small Business Development Center's programming in support of low-to-moderate income micro-entrepreneurs.

Since our **founding in 1984**, North Coast SBDC has provided entrepreneurs with personalized business needs assessments, one-on-one coaching, and small group learning opportunities.

We are proud to have **partnered since 2002 with the County of Humboldt to deliver a CDBG-funded Microenterprise program providing 2,199 income-qualified Humboldt micro-entrepreneurs** with a technical assistance and training program that is robust, tested, and comprehensive. In fact, the North Coast SBDC originally worked closely with the California Department of Housing and Community Development to standardize income verification processes and procedures for client screening and reporting that were then approved by the California CDBG oversight committee and used as a model to share among other Microenterprise Assistance Providers in the State.

Enclosed find attached our proposal for Community Development Block Grant Funding that will enable the SBDC to continue its Micro-Enterprise Technical Assistance Program in 2019 and beyond.

We look forward to renewing our long, productive, and mutually-beneficial relationship with the County through this Microenterprise Technical Assistance and Training program.

Sincerely,

DocuSigned by:
Leila Roberts

Leila Roberts

Director, North Coast Small Business Development Center
lroberts@northcoastsbdc.org, (707) 445-9720 x212

DocuSigned by:
Kristin Johnson

Kristin Johnson

Director, NorCal Small Business Development Lead Center

DocuSigned by:
Kacie Flynn

Kacie Flynn

Executive Director, Sponsored Programs Foundation
Humboldt State University

NORTH COAST SMALL BUSINESS DEVELOPMENT CENTER (SBDC)

520 E STREET, EUREKA, CA 95501

NORTHCOASTSBDC.ORG | ADMIN@NORTHCOASTSBDC.ORG

Proposal

B. Firm Experience

The North Coast Small Business Development Center has been the primary provider of business technical assistance in Humboldt County since 1984. Since 2016 it has operated as a program of Humboldt State University's Sponsored Programs Foundation (HSU SPF).

North Coast SBDC has successfully delivered Community Development Block Grant Micro-Enterprise services in partnership with the County of Humboldt since 2000. It provides Humboldt County micro-entrepreneurs of limited means with personalized business needs assessments, one-on-one coaching, and small group learning opportunities that are robust, tested, and comprehensive.

In fact, the North Coast SBDC originally worked closely with the California Department of Housing and Community Development to standardize income verification processes and procedures for client screening and reporting that were then approved by the California CDBG oversight committee and used as a model to share among other Microenterprise Assistance Providers in the State.

North Coast SBDC verifies eligibility for 130 clients on average per year. Of those vetted, the most committed clients diligently access training and/or one-to-one counseling to see their business ideas to launch or growth. Since the current award period launched in May 2016, SBDC has provided more than 1,700 hours of one-to-one business consulting to 275 eligible clients. In that same time period we delivered 75 industry-focused and more than 35 general business workshops to 148 eligible clients participating in specialty programs for farmers, food businesses, independent accountants, niche manufacturers, and more.

Eligible program clients in that same time span created the following economic impact:

- Businesses started or purchased: 26
- Jobs created/retained: 78
- Increases in sales, year on year: \$6.27 million across 43 businesses reporting
- Success in obtaining loans or investments: \$2.6 million across 21 businesses reporting

This is why our partners—including the Humboldt County Department of Rehabilitation; financial services institutions like RREDC, AEDC, US Bank, Redwood Capital Bank, and others; Community College of the Redwoods, and more—refer their clients to the North Coast SBDC for in-depth and customized support to navigate the start up process and to overcome business challenges.

C. Staff Experience

As the primary (nearly the only) provider of business technical assistance in the region, North Coast SBDC maintains a significant infrastructure meant to serve the full spectrum of business clients—including and beyond low-moderate income microentrepreneurs. This infrastructure comprises three employees and more than 20 contracted Business Advisors and specialty instructors, one main office and training/ counseling center, with some training and counseling offered in geographically

distributed satellite locations across the County.

These employees and contracted business advisors include:

Name	Role
Leila Roberts (employee) (Resume/CV attached separately)	Center Director. General oversight of META Program. Contributes to Intakes and Training Programs, Information & Referral.
Debbie Toste (employee) (Resume/CV attached separately)	Program Manager. Oversees Intakes and Training Programs, Information & Referral.
Peggy Murphy (employee) (Resume/CV attached separately)	Operations Manager. Contributes to Intakes and Training Programs, Information & Referral.
Janet DePace (contractor) (Resume/CV attached separately)	Lead Business Advisor & Instructor On point for program tracking & reporting, invoicing. Contributes to Intakes and Training Programs, Information & Referral.
Catherine DeSantis (contractor)	Primary Business Advisor & Instructor
Liz Ennis (contractor)	Primary Business Advisor & Instructor
Michelle Lopez (contractor)	Primary Business Advisor & Instructor
Scott Marcus (contractor)	Primary Business Advisor & Instructor
Lorna McLeod (contractor)	Primary Business Advisor & Instructor
Stilson Snow (contractor)	Primary Business Advisor & Instructor
Barbara Zoellner (contractor)	Primary Business Advisor & Instructor
Various (contractors)	Plus 5-10 Business Advisors and Instructors with a relevant specialty brought in to provide client services on as-needed basis. For example: business succession, bookkeeping, graphic design, e-commerce, etc.

Short professional biographies for key employees and contractors performing Microenterprise Technical Assistance and Program Management Services. Resumes/CVs are also attached separately for key personnel/contractors marked with * (star).

Leila Roberts* began serving as Director of the North Coast Small Business Development Center in August 2016. She brought to SBDC lessons learned from a 20-year career growing strong local, national, and transnational community institutions, including United Way, Planned Parenthood, and other nonprofits. She also consulted for small business and nonprofit clients across California on their marketing, PR, and sales or fundraising

strategies. She has a master's degree in the management of sustainable development.

Debbie Toste* has worked with the SBDC since October 2016, and came with over 20 years of local small business experience along with an international business background. Debbie has a BA in French with a minor in Spanish, and a Master's degree in French at San Francisco State University. Debbie comes from a family of small business owners in Humboldt County.

Peggy Murphy* has owned her own art gallery in the San Francisco Bay Area, ran operations for a small medical business, worked for Google and the University of Washington, Seattle as a research data and visual mapping expert, and has provided independent web and graphic design consulting for years to small business clients across the Western States. She has a B.A. from Humboldt State University.

Janet DePace* is a longtime resident and entrepreneur of Humboldt County, one of the original founders of Yakima Products Inc., and has served her community as president of Arcata Economic Development Corp., and Chair of the Humboldt County Workforce Investment Board. Prior to coming to the North Coast SBDC she maintained her own consulting practice with an emphasis on artists and manufacturers.

Catherine DeSantis of Trinity Marketing is a Business Advisor, specializing in business issues related to marketing. She has worked in the communications field since 1980 in print media, market research and consumer goods marketing. Her advising specialties include development of sales and marketing strategy, PR, media relations, market research, identity programs, trade advertising, marketing collateral and social media.

Elizabeth "Liz" Ennis is the owner of On-Call CFO, and started her SBDC tenure in 2010 applying her 40 years of accounting experience to special projects, becoming a Primary Business Advisor in 2012. She spent almost 20 years guiding scientists with financial management and reporting of their Research & Development projects (yes, it WAS rocket science!) at Rockwell International Corporation, working with DARPA, NASA, DOD, NSA and other government agencies. As a business owner in Southern California, she joined the family commercial real estate business managing all aspects of suburban office buildings, office parks, and industrial and neighborhood shopping centers including end to end accounting, day to day management and capital improvement projects.

Michelle Lopez, owner of Michelle Lopez Accounting, began working with the Small Business Development Center in 2014 as an accounting specialty advisor. Michelle has over 20 years experience in the accounting industry mostly working with small businesses. Michelle Lopez is a certified ProAdvisor for QuickBooks Online and is passionate about teaching bookkeeping and general business procedures.

Scott Marcus. After a decades-long background in media and marketing, Scott "Q" Marcus lost 70 pounds and launched his career as a "THINspirational Speaker." He now inspires organizations that are facing trying times on how to break down big barriers into small goals and move past them. Scott is the past president of the northern California chapter of the

National Speakers Association. He is a syndicated newspaper columnist, author of nine books, and the CRP (Chief Recovering Perfectionist) of www.ThisTimeIMeanIt.com, a site for people who are tired of making promises they don't keep and are really ready to change. Prior to his speaking and writing career, has been a DJ, talk show host, Music Director, Program Director, Operations Director and later: sales manager, station manager, and general manager of various radio and TV stations. He also served as an independent representative for an advertising agency in northern California and won two national Telly awards for TV campaigns he helped devise. He still organizes marketing campaigns and does marketing and customer service presentations across the country.

Lorna McLeod has offered business advice to solopreneurs, coaching, consulting and medical professionals, and artists and arts related businesses for more than 30 years. She brings extensive personal knowledge about running small businesses as well as her coaching skills to her clients here. When not working with her North Coast SBDC clients she works with business clients as a certified financial coach. Lorna is founder of the Make Peace with Money program and movement. She is a member of a team of licensed trainers that deliver customized trainings based on time-tested success principles and powerful coaching practices to teams and organizations across the world

Stilson Snow has had a wide variety of business experience in a wide variety of industries. Among his employed careers are investment advisor for a major Wall Street firm, award winning sales rep for a Fortune 100 company, manager of a small chain of wine shops, property manager, radio announcer, flight instructor, advertising copy writer, management consultant, and Administrator of a medical clinic. His own ventures include a car wash, video store, educational film production and distribution company, management consulting firm, pilot and flight instructor, freelance writer, and fine art photographer. He has been associated with the SBDC since 2002.

Barbara Zoellner has started four businesses: a delicatessen, restaurant (Hurricane Kate's), small business consulting (Barbara M. Zoellner), and a travel agency specializing in introvert and small group custom itineraries (A Path Less Traveled). Much of the consulting work Barbara has done has been in bookkeeping and finance management as well as the nuts and bolts of start-up restaurants, though she is also experienced in non-profit and government entities, as well. Barbara has also been an active board member and chair of Compass Community Credit Union for over 15 years. Barbara has worked on the North Coast SBDC team in the past and recently renewed her relationship with SBDC in 2018.

D. Cost

North SBDC projects it will serve 60+ program eligible clients per year at an average program cost of \$3,900 per client across the three-year award period. While the Center expects to screen and find 130 eligible clients per year – many of whom will access some of the services below – we anticipate only 60+ will complete the full Core Components offering.

Following is a breakdown of estimated costs to provide Microenterprise Technical Assistance

Service. This is based on the model previously in place from 2016-19, with certain changes. The most important adjustment is folding “Flights” into the core program and base rate. In this community, the program operator has found these multi-month, small group learning and coaching programs (“Flights”) create more impact than general technical assistance. The other two adjustments to the model account for recent improvements to curriculum design of basic workshops, and reflect increases to the cost of business advising and operating infrastructure.

CORE COMPONENT #1	Avg Hours	Rate	Total
Application & Intake Process	2	150	\$ 300
In-Depth Business Assessment	2	150	\$ 300
Business Basics Workshops (6 workshops)	10	30	\$ 300
Business Counseling (5-10 one-to-one sessions lasting 1-2 hours each)	10	150	\$ 1,500
PLUS			
COMPONENT #2: Industry / Specialty Groups (“Flights”)			
Specialty Trainings (avg 10 sessions x 2 hrs)	20	75	\$1,500
Program Base Rate (Average Client)			\$3,900
OPTIONAL COMPONENT #3: Special Needs & Goals			
Personal Finance Workshops (3 workshops)	6	30	\$ 180
AND/OR			
Individual Counseling focused on special goal (loan attainment, e-commerce launch, etc)	10	150	\$1,500
AND/OR			
Advanced Workshops chosen specific to goal (avg 5 sessions x 2 hrs)	10	75	\$750
MAXIMUM Program Cost (Some Clients)			\$6,330

Narrative description of Program Components:

- All program participants will start with an application and intake interview process that establishes eligibility, needs/goals, and a draft Technical Assistance Work Plan.
- All clients will be strongly encouraged to complete the full Business Basics workshop series to create baseline knowledge.
- All clients will be strongly encouraged to access at least 10 hours of one-to-one business coaching within a year in order to make active progress toward their goals.
- The majority of clients will be expected to qualify and participate in an intensive, industry focused Specialty Training program (“Flight”).
- A few may also access Personal Finance workshops and specialty trainings related to their business goals. This adaptive and comprehensive approach is intended to create the foundations for both family financial security and micro-business success.

E. Design Description

Overview

North Coast SBDC's Microenterprise Program helps low-moderate income entrepreneurs living and/or operating a business in Humboldt County to start or grow a microbusiness (of five or fewer employees.) The Center expects approximately 100-130 program clients to apply and qualify per year. Of those, at least 60 per year will complete the full program offering of intake and assessment interviews, one-to-one business consulting, completing general business and targeted workshop series, and benefiting from small-group networking and team building. Of the clients who complete the program, 90% will report progress on key mileposts outlined below—from launching the business to accessing capital and more.

Program Design

Core service components include program marketing and outreach to target communities, intake and screening of clients, one-to-one business counseling, core business training classes ("Business Basics"), core personal finance training classes ("Manage Your Money"), mini-MBA intensive learning programs targeting specific industry or community segments ("Flights"), advanced business training classes on key topics (E-Commerce, HR, etc), online training when appropriate, information & referral, and activity tracking and reporting. Eligible program participants work with a business counselor to map out an action plan identifying business development goals, as well as a capacity development work plan identifying which service components will best support their business goals.

North Coast SBDC has learned over the years that clients achieve the best results when concentrated into mini-MBA industry or peer group programs ("Flights"). The Center's direct experience, as well as research into microenterprise program effectiveness, also shows more impact when clients are (a) part of longer-term engagements, (b) working towards goals established up front that are tied to their economic benefit and business success, and (c) involve frequent interface with coaches and peers.

Therefore the program design comprises the following components and activities:

Recruitment (Program Marketing and Outreach): The program operator markets specific programs and training series using digital marketing channels, free and paid advertising, and partner outreach (such as placement in Chamber e-newsletters), as well as placing print flyers and posters in common gathering places. The operator targets key communities for outreach by convening information sessions and advertising with industry groups (e.g. artists' guilds), Native American Tribe partners, trade schools (e.g. hair & cosmetology), the local community college and university, County Employment Development Department, and Departments of Rehabilitation and Health & Human Services, and similar agencies.

Client Screening & Assessment: The program operator conducts a thorough intake process in order to assure program eligibility. Process includes a Self-Certification of Income, a special program application form where appropriate, and an assessment interview of client's

management and business needs. Upon completion of the intake, the client is ready to participate in the program with clear goals identified and specific program services recommended.

One-on-One Business Counseling: All participating micro-entrepreneurs and business owners receive confidential and private counseling from a Business Advisor. In these sessions the consultant advises the client on management topics: business planning, bookkeeping, online marketing, hiring employees, use of technology, etc. Sessions also reinforce concepts learned in trainings and group sessions.

Information & referral: All participants—whether in training, counseling or both—will have access to the program operator’s general information & referral service to access quick answers to common business questions.

Core Business Training Classes: Participants are encouraged to complete all classes within the program operator’s core “Business Basics” series. These comprise two or three short “Getting Started” sessions especially for pre-venture clients, and four longer classes on Business Planning, Financial Management, Marketing, and Accessing Capital. Individuals who complete all classes can receive a certificate of completion upon request.

Core Personal Finance Training Classes: Participants with significant gaps in basic Personal Finance will be directed to classes on Budgeting and Planning for the Future, Household/Business Cash Flow Management, Understanding and Managing Credit.

Industry-Specific Mini-MBAs (“Flights”): Some participants would participate in industry-focused group programs, called “Flights”, facilitated by a variety of subject-matter experts. In past years, the program has targeted artists and craftmaker businesses, specialty food manufacturers, food service and food truck businesses, childcare, lawn/handyman services, etc. Each industry peer group of 12-25 people typically meets every one to two weeks over three to six months, accessing specialty trainings, peer coaching, and general business development workshops, as well as one-to-one counseling with a Business Advisor. Examples of specialty trainings include “Bookkeeping for Small Farmers”, “Raising Resources for New Businesses”, “Regulations and Liability for Food Businesses”, “Costing and Price Setting for Food Manufacturers”, “Marketing and Selling Your Art in Galleries”, “Marketing & Selling Your Art or Craft Online”—and many more.

Advanced Business Training Classes: Qualified clients will be advised to take advanced business classes or series that go in-depth into an important business management topics like E-Commerce & Digital Marketing, Bookkeeping for Business Owners, HR Basics for Business Owners, etc.

While the Center has long offered robust services in the central Humboldt Bay Area, thanks to recent expansion funding from the State of California, North Coast SBDC is now also offering more localized business technical assistance and training on site in Southern Humboldt (Garberville), and Eastern

Humboldt (Willow Creek and Hoopa). These services are offered in partnership with local Chambers and other partners. These satellite service locations/partnerships were selected because we had identified a critical mass of underserved clients, as well as willing partners in the Hoopa Valley Tribe, the Willow Creek Chamber, the Southern Humboldt Chamber, and the Community Credit Union of Southern Humboldt.

Monitoring

North Coast SBDC keeps detailed records of individual program participation, including evidence of program eligibility, training attendance, and hours in one-to-one counseling. Program participants are also required to report against key success milestones directly related to the effectiveness of the program, and indirectly related to building family financial security through business ownership.

Eligibility. North Coast SBDC collects, reports against, and maintains in a secure location: income eligibility, geographic eligibility, and demographic data (ethnicity/race, gender, veteran status, single parenthood, etc.) for every program participant using the CDBG Microenterprise Program Self-Certification of Income forms & Self-Certification Verification process provided by the California Department of Housing and Community Development.

Business status & needs. North Coast SBDC advisors document participants' business status, business development needs and goals, and progress toward goals in a strictly confidential client database. Center Director and Lead Business Advisor approve initial scopes of work, approve extended engagements when appropriate, and review quality of session documentation.

Inputs & Activities. In this confidential client database, North Coast SBDC monitors and reports the following with respect to eligible Microenterprise Program participants:

- number of eligible clients
- hours of one-on-one business advising completed
- workshops completed—specifying topics, number of hours, and eligible participants

Economic impacts. As part of its contract with the Small Business Administration, North Coast SBDC also monitors and publicly reports a number of indicators of economic impact for all clients in aggregate, including the following key mileposts:

- Businesses started or bought
- Jobs created/retained
- Increases in sales, year on year
- Success in obtaining loans or investments (owner or outside)
- As well as indirect progress milestones like completing a business plan, securing a business license and EIN, launching a new product or sales channel, etc.

Success Stories. As part of its contract with the Small Business Administration, North Coast SBDC collects and publicly reports client success stories twice a year, some of which may include current or recent past participants in the Microenterprise Program.

LEILA ROBERTS

CURRICULUM VITAE

+1 571 331 0932 ♦ leilaroberts777@gmail.com ♦ @leilaroberts ♦ linkedin.com/in/leilaroberts

Seasoned nonprofit professional with 20 years' experience leading teams and complex projects. Capacity builder for groups working on community and economic development strategies. Strongly believe thriving local, small businesses are foundation for community prosperity.

HIGHLIGHTS

Capacity Building. I have 10+ years experience—and graduate training in—**facilitating complex intercultural teams, networks, and projects.** I am a certified board consultant and designer of **organizational development** processes. In **program and operations leadership** roles, I have led the overhaul and continual improvement of finance, HR, administration/IT, and communications functions. Also adept in experiential learning for adults, I have crafted and delivered—or prepared colleagues to deliver—virtual and in-person **training** on a range of organization competencies. I have designed and led learning and **best practice exchange** for national and international networks of senior nonprofit professionals.

Resource Mobilization. As a **grant writer**, I raised more than \$1 million in corporate and foundation support. As **head of development**, I led online appeals and donor gatherings. As **grants officer** for an international donor advised giving program, I delighted donors and partners with proactive service and relevant advice. My proposals and appeals have **netted \$2.92 million** over the past decade, including from **large, multi-year federal grants.**

Strategic Communications. My primary concern is deepening stakeholders' relationship to our work and finding the right narrative, mode, and channel to spark action.

- **written and marketed** dozens of pieces, from a postpartum care guide right out of college, to donor appeals, policy briefs, blog posts, twitter campaigns, and more;
- **increased press coverage and social media reach** for a small international NGO advocating for LGBTI refugees, policy advocacy campaigns, events, and more;
- facilitated and implemented **communications plans and marketing/editorial calendars** for an international grantmaking program, global nonprofit network, and small NGOs.

EXPERIENCE & RESULTS

Move to Amend Coalition

was Eureka, now Sacramento

National field organizing & fund raising. (2015-now) National grassroots network advocating for more accountable democracy. Building grassroots groups' organizing capacity. Developing a national learning strategy to deepen political analysis and grow skills. Fundraising with grantmakers and major individual donors. Led first biennial conference in D.C.

FORJE Consulting—Focus on Rights & Justice Effectiveness

Eureka

Principal. (2014-now) Communications strategy consulting, earned and social media services. Training and facilitation. Grant proposals and donor appeals. Policy research and writing. *Clients include:* Climate Justice Alliance, EDGE Funders Alliance, True North Organizing Network, Glendale Communitas Initiative, Marin City Parents' Academy.

EXPERIENCE & RESULTS**ORAM—Organization for Refuge, Asylum & Migration**

San Francisco

Director of Development & Communications (2013-14) Raised \$1.17 million for this leading global advocate for LGBTI refugees. Secured media coverage in Bay Area, US, and European outlets. Led three successful public events. Significantly increased social media reach and engagement. Created aligned development and editorial processes for organization's 2014 relocation to Geneva.

Graduate Program in Sustainable Development | practicum phase 2012-13**California Domestic Workers Rights Coalition** (2013)

San Francisco

Communications volunteer with Mujeres Unidas y Activas for successful Bill of Rights campaign. Master's thesis analysed campaign strategy.

Huirou Commission (2012-13)

New York, NY

Crafted policy brief and advocacy guide for women's rights groups seeking a stronger voice in United Nations development agenda. Members reported they valued and used it that year.

BRAC Gender Justice & Advocacy Unit (2012)

Dhaka, Bangladesh

Convened **program leaders across department siloes** to conceive an advocacy strategy for adolescent girls in Bangladesh. Created BRAC's first comprehensive gender analysis framework.

United Way Worldwide (UWW)

Alexandria, VA

Director, Global Best Practice Exchange (2008-10)

following merger with large sister NGO

VP, Learning & Knowledge Management (2005-07)

training, conferences, global network strategy

Interim VP, Operations (2004-05)

oversaw organizational restructuring

Program Officer (1999-2000), **Program Manager** (2001-04)

international grantmaking, communications

Executive Assistant to the President & CEO (1998-99)**Planned Parenthood of Southeastern Pennsylvania** Clinic Manager/Counselor Philadelphia, PA**Medical Broadcasting Company** Editor, Compendium of Postpartum Care Philadelphia, PA**EDUCATION****MA Sustainable Development** SIT Graduate Institute

Community and economic development through a social justice lens. Studied economics for community development, training for experiential learning, participatory monitoring & evaluation, policy advocacy, conflict transformation, more.

BA Psychology Bryn Mawr College

Continuing professional education includes: Mediation, Intercultural Training and Facilitation, Project Management, NGO Board Development, Community Impact Planning, etc.

Languages. English, fluent ♦ French, proficient ♦ Spanish, low-intermediate ♦ Arabic, elementary

PERSONAL HIGHLIGHTS

Dog lover. Avid hiker. Born and raised mostly in North Africa and the Middle East. Take joy in practicing warm Arab hospitality wherever I go.

Debbie Toste
P.O. Box 218 · Bayside, CA 95524
Home: 707-273-5250 · Cell: 707-407-6129
debtosteparis@yahoo.com

Professional Summary: Excellent oral and writing skills, Small Business Owner/Manager/ Administrative Assistant/Academic and dynamic communicator with proven leadership and problem-solving abilities as well as strong small business practices. Self-starter, patient, persistent, creative team player

Skills: Proficient in Microsoft Office Suite(Word, Excel, Powerpoint, Access), Adobe Live Cycle, Dropbox, Quickbooks, Google Apps and Google Drive, accounting, payroll, strong organizational skills, budget development, course programming, excellent time management skills, ability to prioritize tasks under pressure to meet deadlines

Professional Experience

2016 – Present

Department Coordinator, Center for International Programs Humboldt State University – Arcata, California

- Coordinate and track/reconcile multiple, complex budgets which include multiple revenue generating accounts as well as state-side funding
- Process financial documents including accounts payable, reimbursements and review all transactions for accuracy, input data into Access and verify with OBI software
- Schedule and supervise student assistants, manage employee records, hire and train student assistants for Front Reception and oversee the daily operations of the department
- Responsible for a full range of administrative support, process payroll and absence management, book travel arrangements and process travel authorizations and claims, onboarding process for new employees and advising for current employees
- Develop technology solutions to streamline key office processes
- Create agenda and minute taking for weekly staff meeting as well as specialized committees such as IAC (International Advisory) and IPRC (International Programs Review Committee)
- Expert knowledge on all programs offered by the center: IELI, study abroad, special sessions/ summer courses, matriculating students, cross-cultural sensitivity to different diverse groups
- Academic and immigration advising for International students as well as HSU students
- Manage/administer the International students scholarship to adhere to the CSU Executive Order guidelines(1082)
- Event planning, IEW (International Education Week) and department communication
- Manage social media (Facebook page) monthly newsletter to students and website

2014-2016

Manager/Bookkeeper/Administrative Assistant Arcata Petro Mart/Gas For Less — Arcata, California

- Coordinated and managed day-to-day activities for a small business and 6 staff members, maintained and ordered office supplies, maintained equipment, checked and ordered inventory
- Secretarial and accounting duties, processed/tracked payroll for staff, dealt with vendor invoices, processed sales tax, Employer/Employee taxes, child support payment processing and filing
- Bookkeeping related to property management in Arcata, collected rents, made deposits
- Processed daily expenses with Quickbooks software and cross checked with deposits
- Assisted with budgeting, annual figures and reports for the company as well as quarterly reporting and billing processes with vendors
- Scheduled and coordinated meetings and appointments for owners, made travel arrangements
- Communicated with the public and resolved complicated and sensitive issues by using diplomacy and sound judgment, professional phone etiquette
- Managed a 6-person team, coordinated schedules, time management specialist, HR advising
- Implemented new procedures, trained new staff members to ensure attention to detail and adherence to company policy and improved general efficiency of the business
- Maintained utmost discretion when dealing with sensitive topics

- Organized housing accommodations/host family orientation, airfare, financial aid packages, kept students on track, held weekly meetings for counseling, individual appointments for language skills, 24-hour availability to students, finalized program accounting and accounting report
- Taught courses: French 480- Intensive Language Study in France I (4 units), French 480- Culture & Civilization in France (2 units), French 480- Cultural Journal in France (3 units), French 480 – Cultural Internship in France (2 units)
- Researched new possibilities, improvements for future years (final report)

1999- 2003

TEFL Instructor/Language Consultant

Dexicom Communications -- Paris, France

- Specialized in ESL communication, cross-cultural and negotiations seminars Academic advising for university requirements
- Taught in Fortune 500 companies (Merck/MSD, BNP Paribas, General Electric, McDonald's, Skychefs)

1999-2002

English Teaching Assistant (Assistant d'anglais) – (6th to 12th grades) October 2000-2002, Lycée Jules Ferry- Paris, France

- Prepared high school students for Baccalaureate exam. Taught communicative and natural language approaches in areas of composition, reading, grammar, oral communication, Courses included: American history/civilization, British/American literature, music, cinema, current events and studied newspaper articles

October 1999-May 2000, Lycée Auguste Blanqui- St-Ouen, France

- Worked with disadvantaged, low income high school students (grades 9-12) in a northern suburb of Paris. Majority of students with L1 illiteracy
- Developed materials tailored to needs with content-based instruction emphasis on music, games, theatrical techniques, role-plays, current events. Academic advising, educational planning, and career counseling

10/1998- 09/1999

- Université Paris XII, Créteil (Val de Marne), English Lecturer for Fall semester. Taught 3rd year university students (economics majors)
- Institut Galilée (Université Paris XIII, Villetaneuse), Lecturer for Telecommunications seminar for Engineering students
- MICEFA (Mission Interuniversitaire de Coordination des Echanges Franco-Américains – Paris-Ile de France), Program Assistant. Helped students register for university classes, understand French administration/cultural differences, find housing and explained French grading system

Education

San Francisco State University, S.F., California - January 2001

M.A.: French Literature

International Exchange Program - Paris, France 1997-99

Affiliate: CSU and MICEFA program/exchange completed at the Sorbonne University (Université Paris IV, Paris III)

Humboldt State University, Arcata, California - 1998

B.A.: French; Spanish minor

Languages: Fluent in French, Portuguese and Spanish

Skills: Advanced computer skills using Access and OBI accounting programs, Peoplesoft, Google Calendar and email, Adobe Live Cycle, Microsoft Office Suite

Honors/Awards: Inducted to the Humboldt State University Hall of Fame in 2010 for the 1995 Women's Track & Field team

Janet DePace

NCSBDC Business Consultant

January 2019

CDBG Micro-Enterprise Technical Assistance program related activities:

From the beginning of my association with NCSBDC I have worked with low-moderate income (LMI) clients from the CDBG Micro-Enterprise Technical Assistance program (CDBG Micro-TA). I have helped these clients to form strategic and tactical goals, create business plans, start businesses, hire employees and apply for loans and grants. In other words, to become qualified business owners.

The CDBG-funded cohort trainings I have participated in as an Advisor and organizer have included child-care providers, artists, health-care workers, self-employed construction contractors, food manufacturers, and a host of others

In my current role, I also produce financial and program reports for grants with CDBG, the Small Business Administration (SBA) and Workforce Development Board (WDB) contracts.

Education & Certifications

BS Resource Interpretation & Planning: Humboldt State University, Arcata Ca.

Minor in Sociology

Emphasis in Soil Science

Emphasis in Accounting

Certifications:

CERT@ (Citizens Emergency Response Team Humboldt County)

Everything DiSC facilitator: Team-Building workshops

Five Behaviors of a Cohesive Team@ facilitator (DiSC version): Team-Building workshops

Mediation practitioner: Institute for the Study of Alternative Dispute Resolution (HSU, Arcata)

Myers Briggs Type Indicator facilitator: (Basic MBTI; Team Development; Advanced MBTI Interpretation; Change Management; Workplace Disputes)

American Management Association (Activity-Based Cost Accounting; Project Management; Cross-Functional Team Formation; Assertiveness Training; Customer Service)

Cascadia Center for Leadership Eureka Ca

Massage Practitioner (California)

Wilderness First Responder (Wilderness Medicine Institute)

Instructor for American Heart Association and Red Cross: CPR, First Aid, Water Safety

Ornamental Horticulture (College of the Redwoods)

Pesticide Applicator: lawns & ornamentals –(State of California)

Business Experience

Founder or Co-Owner of:

Yakima Products Inc (manufacturer: automobile roof racks etc.) Managed, standardized & documented process & procedures, hired Manager for the following departments; Accounting, Production & Inventory Control, Operations, Customer Service, Information Technology,(all between 1979-1995)

Fire & Light Originals Inc (manufacturer: products from recycled glass) Start-up CEO [1996-1999]

Adventure's Edge Inc. (retail: sports equipment) Board of Directors

Kokatat Inc. (manufacturer: outdoor clothing) Board of Directors

General Manager of Arcata Exchange (retail furniture) [2002]

CFO of Dancing Dragon Designs (mail-order catalog) [2003]Co-Owner MLC Consulting (emphasis: change management, comprehensive business assessment, LEAN coaching, for small businesses) [1999-2000]

NCSBRC Associate Director and Lead Business Advisor for SBDC program [2009-2013]

NCSBDC Program: Contract Workshop Presenter, Contract Business Consultant: General Management, Team Development, Change Management, Comprehensive Business Analysis, Start-ups [1998-present]

Community Activities

Puppy-Raiser for Guide Dogs for the Blind [1999 to present]

Board of Directors: Arcata Economic Development Corporation [1998 to present]

Executive Committee Humboldt County Workforce Investment Board [2000 – 2009]

Chair Humboldt County Workforce Investment Board [2006 & 2007]

Humboldt County Rapid Response Team Lead [2016-present]

Team members pulled from every public agency involved in training or employment assist Employers to help newly laid off employees to rapidly find re-employment.

PEGGY MURPHY

PERSONAL INFORMATION

margaret.coburn@gmail.com
(707) 599-9222
2802 Greenwood Heights Dr., Kneeland, CA 95549

KEY SKILLS

Highly organized, with a skill for project execution.
Self-motivated and disciplined.
Impeccable time management skills and productivity.
Excellent problem solving and critical thinking.

WORK EXPERIENCE

Operations Manager
Alternative Treatments Management

05/2014 – 02/2015
Oakland, CA

The Operations Manager oversees all departments, including medical clinics, administration, accounting, HR, and IT. This position requires implementing and optimizing software use, maintaining business licenses, and managing office inventories. They oversee budgets, including involvement in establishing sales and profit goals.

Gallery Director
Hat Rac Fine Art Gallery

01/2013–08/2014
Oakland, CA

The Gallery Director decides what art the gallery will display, and takes care of the gallery's behind the scenes business while maintaining professional demeanor and attitude suitable for a fine art gallery. The responsibilities range from acting as the main contact for artists and collectors to leading art show creation, from concept to scheduling and budgets. The director must demonstrate expertise in hanging styles, and fabrication of unique hanging methods.

Visual Data Specialist
Google

01/2011 – 01/2012
Bothell, WA

The Visual Data Specialist formulates policies and quality control processes in response to customer service responses. They work on special projects including maps, local listings, analytics and transit. Train new hires and analyze employee work flow and suggest improvements. Work with remote teams. Quality control/Quality Assurance Investigate and fix high priority issues Develop and implement policy

Owner and Designer
Peggy Coburn Designs

03/2010 – 05/2013
Seattle, WA

The Owner works as a contract designer proficient in Adobe CS. Designer works closely with individual clients, and groups as well as diverse clients and projects ranging from print to web, from info graphics to T-shirts. In addition, develops and supports websites

Art Editor
Edmonds Community College

08/2009 – 10/2010
Edmonds, WA

The Art Editor is responsible for design, layout management, and pre-press work for posters and annually published magazine High resolution digital photography editing. Solicit submissions from artists and writers. Organize events pertaining to the publication. Developed and implemented design themes for effective flow Responsible for optimizing text and graphics in a user friendly format.

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
6/13/2018

PRODUCER

Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTY

HSU Sponsored Programs Foundation
PO Box 1185
Arcata CA 95518-1185

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM AFFORDING COVERAGE
A: CSURMA AORMA
B: AORMA WC/Safety National Cas.
C:

COVERAGES

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

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	AORMA-1819-01	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Prof Liability				PERSONAL & ADV INJURY	\$ 5,000,000
	<input checked="" type="checkbox"/> Contractual Liab				GENERAL AGGREGATE	\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$ 5,000,000
<input checked="" type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	AORMA-1819-01	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO				\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	AORMA-WC-1819	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 5,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 5,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only. Evidence of coverage only.

CERTIFICATE HOLDER

Humboldt State University Sponsored Programs Foundation
PO Box 1185
Arcata CA 95518-1185

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE *Memo Song*

EXHIBIT B

**COMMUNITY DEVELOPMENT BLOCK GRANT
ADDITIONAL SPECIFIC REQUIREMENTS**

I. GENERAL REQUIREMENTS

A. General Compliance

CONTRACTOR agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the CONTRACTOR does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the CONTRACTOR does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The CONTRACTOR also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The CONTRACTOR further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Grantee Recognition

The CONTRACTOR shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the CONTRACTOR will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

C. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

II. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Contractor agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

- a. The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
1. Records providing a full description of each activity undertaken;
 2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 3. Records required to determine the eligibility of activities;
 4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
 7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- b. Contractor shall furnish and cause each recipient or subcontractor to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation and to ascertain compliance with the rules, regulations and provisions stated herein.

2. Client Data

The Contractor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

3. Disclosure

The Contractor understands that client information collected under this contract is private and the use or disclosure of such information; when not directly connected with the administration of the Grantee's or CONTRACTOR's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Closeouts

The Contractor's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship

of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the CONTRACTOR has control over CDBG funds, including program income.

5. Audits & Inspections

All Contractors records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CONTRACTOR within 30 days after receipt by the CONTRACTOR. Failure of the CONTRACTOR to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The CONTRACTOR hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning CONTRACTOR audits and OMB Circular A-133.

C. Procurement

1. Compliance

The CONTRACTOR shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the CONTRACTOR shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The CONTRACTOR shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

III. NON-DISCRIMINATION COMPLIANCE

A. Civil Rights

1. Compliance. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination and Equal Opportunity. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
- b. Contractor will not discriminate against any employee or applicant for employment on the grounds of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, or any other classification protected by federal, state, or local laws and ordinances. Such employment practices include but are not limited to the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscrimination clause.
- c. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the

contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- h. Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- i. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

- j. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- k. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
- l. Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Affirmative Action

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CONTRACTOR must affirmatively ensure that disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses will be encouraged to apply.

1. Approved Plan

The CONTRACTOR agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the CONTRACTOR to assist in the formulation of such program. The CONTRACTOR shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The CONTRACTOR will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity

The CONTRACTOR is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Hatch Act

The CONTRACTOR agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

3. Lobbying

a. The CONTRACTOR hereby certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all CONTRACTORS shall certify and disclose accordingly;
- d. Lobbying Certification

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

4. Religious Activities

The CONTRACTOR agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer.