

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Holly Lung, Office of Economic and Workforce Development
DATE: 11/18/14
SUBJECT: Accept and Expend Resolution for State Grant
GRANT TITLE: Go Biz Capital Infusion Program

Attached please find the original* and 1 copy of each of the following:

- Proposed grant resolution; original* signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Grant budget
- Grant application
- Grant award letter from funding agency
- Ethics Form 126 (if applicable)
- Contracts, Leases/Agreements (if applicable)

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: _____ Phone: _____

Interoffice Mail Address: _____

Certified copy required Yes No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

FILE NO.

RESOLUTION NO.

1 [Accept and Expend Grant – GO-Biz Capital Infusion Program – \$60,000]

2

3 **Resolution authorizing the Office of Economic and Workforce Development to**
4 **retroactively accept and expend a grant in the amount of \$60,000 from the Humboldt**
5 **State University Sponsored Programs Foundation for the GO-Biz Capital Infusion**
6 **Program for the period of October 1, 2014, through September 30, 2015.**

7

8 WHEREAS, The Office of Economic and Workforce Development (OEWD) won a bid
9 to be the local host of the San Francisco Small Business Development Center (SFSBDC)
10 early this year. The mission of the SFSBDC is to engender entrepreneurship and cultivate
11 small business success in the City and County of San Francisco by providing high-quality
12 technical support, training and in-depth financial analysis for start-up and existing companies;
13 and

14 WHEREAS, For the SFSBDC to assist more entrepreneurs, help them access capital,
15 and build and grow their entrepreneurial base, OEWD responded to a request for proposals
16 from the Governor's Office Of Business and Economic Development (GO-Biz); and

17 WHEREAS, OEWD was awarded \$60,000 by Humboldt State University
18 Sponsored Programs Foundation for the GO-Biz Capital Infusion Program; and

19 WHEREAS, The grant award requires \$60,000 in matching funds; and

20 WHEREAS, This grant does not create any new positions and will not require an
21 amendment to the Annual Salary Ordinance; and

22 WHEREAS, The grant terms prohibit including indirect costs in the grant budget; now,
23 therefore, be it

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1 RESOLVED, That OEWD is hereby authorized to retroactively accept and expend a
2 grant in the amount of \$60,000, for the period of October 1, 2014 through September 30,
3 2015; and, be it

4 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
5 indirect costs in the grant budget; and, be it

6 FURTHER RESOLVED, That OEWD is hereby authorized to retroactively accept and
7 expend the grant funds pursuant to San Francisco Administrative Code section 10.170-1; and,
8 be it

9 FURTHER RESOLVED, That the Director of OEWD is authorized to enter into the
10 agreement on behalf of the City;

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Recommended:

Approved: _____

17

Mayor

18

19

Todd Rufo, Director

Approved: _____

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Office of Economic and Workforce Development

Controller

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File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Go-Biz Capital Infusion Program
2. Department: Office of Economic and Workforce Development
3. Contact Person: Holly Lung Telephone: (415) 554-6628
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$60,000
6. a. Matching Funds Required: \$60,000
b. Source(s) of matching funds (if applicable): Federal SBA Funds
7. a. Grant Source Agency: Governor's Office of Business and Economic Development (GO-Biz)
b. Grant Pass-Through Agency (if applicable): Humboldt State University-Sponsored Programs Foundation (HSU-SPF)
8. Proposed Grant Project Summary: For the San Francisco Small Business Development Center (SFSBDC) to provide counselling service to more entrepreneurs, help them access capital, and build and grow their entrepreneurial base
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: 10/1/2014 End-Date: 9/30/2015
10. a. Amount budgeted for contractual services: \$60,000
b. Will contractual services be put out to bid? Yes
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? No
d. Is this likely to be a one-time or ongoing request for contracting out? Ongoing
11. a. Does the budget include indirect costs?
 Yes No
b. 1. If yes, how much? \$
b. 2. How was the amount calculated?
c. 1. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):
c. 2. If no indirect costs are included, what would have been the indirect costs?
12. Any other significant grant requirements or comments:

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Eugene T. Flannery
(Name)

Environmental Compliance Manager/ADA Coordinator
(Title)

Date Reviewed: _____

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Todd Rufo
(Name)

Director
(Title)

Date Reviewed: _____

(Signature Required)

Subcontract Agreement

Institution/Organization Humboldt State University-Sponsored Programs Foundation HSU-SPF (“Prime Recipient”) 1 Harpst Street Arcata, CA 95521-8222	Institution/Organization City and County of San Francisco (“Sub-Recipient”) Office of Economic and Workforce Development City Hall, Room 448 1 Dr Carlton B Goodlett Place, San Francisco, CA 94102 EIN/TIN No.:
Prime Award Number: SB2014SBDC-L3	Subcontract Number: TBD
Awarding Agency: Governor’s Office of Business and Economic Development Development Small Business Development Center	
Current Period of Performance: 10/01/2014 – 09/30/2015	Amount Funded by this Action: \$60,000.00
Total Project Period of Performance: 10/01/2014 – 09/30/2015	Principal Investigator: Kristin Johnson, Director, SBDC
Project Title: GO-BIZ 14-15	
Reporting Requirements [Check here if applicable], as provided in Attachment 4.	
TERMS AND CONDITIONS	
<ol style="list-style-type: none"> 1) HSU-SPF and SUBCONTRACTOR hereby enter into this Cost-Reimbursable Subcontract agreement. SUBCONTRACTOR and any additional subcontractors retained by the SUBCONTRACTOR agree to abide by all of the terms and conditions of the Prime Award. 2) The statement of work and budget for this subcontract are as shown in Attachment 5. In its performance of subcontract work, SUBCONTRACTOR shall be an independent entity and not an employee or agent of HSU-SPF. 3) In undertaking the performance of this subcontract, SUBCONTRACTOR represents that the work or services performed by SUBCONTRACTOR under this Subcontract will be performed in compliance with such standards as may reasonably be expected. 4) HSU-SPF- shall reimburse SUBCONTRACTOR not more often than quarterly for allowable costs. All invoices shall be submitted using SUBCONTRACTOR’s standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subcontract number, and certification as to truth and accuracy of invoice. Invoices that do not reference HSU-SPFs subcontract number shall be returned to SUBCONTRACTOR. It is understood that no substantial variations will be made in the budget without prior written approval by the HSU. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party’s Financial Contact, as shown in Attachment 3. 5) A final statement of cumulative costs incurred, including cost sharing, marked “FINAL,” must be submitted to the HSU Financial Contact NOT LATER THAN sixty (60) days after subcontract end date. The final statement of costs shall constitute Collaborator’s final financial report. 6) HSU-SPF- All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the SUBCONTRACTOR. 7) Matters concerning the technical performance of this subcontract should be directed to the appropriate party’s Project Director, as shown in Attachment 3. 8) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subcontract agreement, and any changes requiring prior approval, should be directed to the appropriate party’s Administrative Contact, as shown in Attachment 3. Any such changes made to this subcontract agreement require the written approval of each party’s Authorized Official, as shown in Attachment 3. 9) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. 10) Either party may terminate this agreement with thirty days written notice to the appropriate party’s Administrative Contact, as shown in Attachment 3. HSU-SPF shall pay SUBCONTRACTOR only for costs in connection with accepted work and deliverables. 11) No-cost extensions require the written approval of the HSU-SPF. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change. 12) The Subcontract is subject to the provisions of the Prime Award and other special terms and conditions, as identified in Attachment 2. 13) This Subcontract, including any referenced attachments, appendices and references, constitutes the entire Subcontract and supersedes any other written or oral representations, statements negotiations, or agreements. 14) By signing below SUBCONTRACTOR accepts all the terms and conditions of this agreement, and makes the certifications and assurances shown in Attachments 1 and 2. 	
By an Authorized Official of HSU-SPF <hr style="width: 100%;"/> Name: Steve Karp Title: Director	By an Authorized Official of SUBCONTRACTOR: <hr style="width: 100%;"/> Name: Title:
Date	Date

ATTACHMENT 1
Certifications and Assurances

By signing the Subcontract Agreement, the authorized official of SUBCONTRACTOR certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBCONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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, the SUBCONTRACTOR shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the HSU-SPF.

3) The SUBCONTRACTOR shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Debarment, Suspension, and Other Responsibility Matters

SUBCONTRACTOR certifies by signing this Subcontract Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

SUBCONTRACTOR assures HSU-SPF that it complies with A-133 and that it will notify HSU-SPF of completion of required audits and of any adverse findings, which impact this subcontract.

Davis-Bacon and Related Acts

If applicable, by signing this Agreement, SUBCONTRACTOR certifies that it complies with the Davis-Bacon act and warrants proper wages are applied to federally-funded or assisted construction projects.

ATTACHMENT 2

Prime Award and Special Terms and Conditions

PRIME AWARD

*All references to the HUMBOLDT STATE UNIVERSITY-SPF, Awardee, Grantee, Recipient, etc. in the Prime Award shall mean the SUBCONTRACTOR. The Prime Award is included **following** this page.*

SPECIAL TERMS AND CONDITIONS

1. Without limiting the parties' indemnification, SUBCONTRACTOR warrants that it has and will maintain Workers' compensation insurance coverage of not less than one million dollars (\$1,000,000) per accident; General Liability insurance of not less than one million dollars (\$1,000,000), and Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.

2. SUBCONTRACTOR agrees to maintain and preserve all records relative to this Subcontract, for three (3) years after termination. SUBCONTRACTOR agrees to permit HSU-SPF duly authorized representatives to have access to and to examine and audit, any pertinent books, documents, papers, and records related to this Subcontract. Furthermore, all records related to this Subcontract shall be reasonably available for inspection by the State of California pursuant to Government Code § 8546.7 which states in pertinent part: "...every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) entered into by any state agency, ... or by any other public entity, including a city, county..., shall be subject to the examination and audit of the State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract."

3. This Subcontract and any disputes concerning it shall be interpreted under the laws of the State of California.

INTELLECTUAL PROPERTY

All rights and intellectual property rights (including copyrights), in any work, including, without limitation, all plans, research results, publications, developments, reports, processes, programs, analyses, website content and other materials ("Works") created or developed by or on behalf of Consultant pursuant to this Agreement shall be owned exclusively by HSU-SPF as "works made for hire." To the extent any such Works are deemed not to be works made for hire, Consultant hereby assigns all rights and intellectual property rights therein to HSU-SPF. HSU-SPF shall provide full credit for authorship ascribed to Consultant as appropriate.

HSU-SPF reserves the right (but not the obligation) to publicize Consultant's services.

**GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT SMALL BUSINESS
DEVELOPMENT CENTER GRANT AGREEMENT**

This Governor's Office of Business and Economic Development Small Business Development Center Grant Agreement (hereinafter referred to as the "AGREEMENT") dated September 22, 2014 is entered into by and between Humboldt State University Sponsored Programs Foundation (hereinafter "RECIPIENT"), a [non-profit entity] and the California Governor's Office of Business and Economic Development (hereinafter, "GO-Biz"), hereafter jointly referred to as the "parties" or individually as the "party."

- A. **WHEREAS**, GO-Biz is the sponsor of this award issued to the RECIPIENT under Agreement Number SB2014SBDC-L3 ("Award");
- B. **WHEREAS**, RECIPIENT is a small business development center ("SBDC") in California pursuant to the requirements of the U.S. Small Business Administration ("SBA");
- C. **WHEREAS**, all parties acknowledge that this AGREEMENT and the Award are only available to SBDCs in California;
- D. **WHEREAS**, GO-Biz desires to retain RECIPIENT to perform and/or manage services as specified in Exhibit A ("Performance Metrics and Timeline") and intends to compensate RECIPIENT for such services, as described in Exhibit B ("Budget");
- E. **WHEREAS**, RECIPIENT desires to be retained by GO-Biz to perform and/or manage such services as described set forth in Exhibit A and to be compensated as set forth in Exhibit B;
- F. **WHEREAS**, in undertaking the performance of this AGREEMENT, RECIPIENT represents that it is knowledgeable in its field and that any services performed/and or managed by RECIPIENT will be performed in compliance with this AGREEMENT and any attachments thereto, and;
- G. **WHEREAS**, RECIPIENT and any additional third party(ies) retained by RECIPIENT agree to abide by all of the terms and conditions of this AGREEMENT and the terms and conditions of this Award.

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

1. **Recitals.** The parties acknowledge and agree that the recitals are true and accurate and are hereby incorporated by reference into this AGREEMENT.
2. **Performance Metrics and Timeline.** RECIPIENT shall be responsible for the results and progress described in Performance Metrics and Timeline, which is attached and incorporated as Exhibit A.
3. **Term of Agreement.** The period of performance of this AGREEMENT shall be from October 1, 2014 through September 30, 2015. Any requests for extensions must be submitted in writing sixty (60) days prior to initial end date.
4. **Compensation.** The RECIPIENT is entitled to up to Five Hundred Twenty thousand and 00/100 dollars (\$520,000) for the period as shown in Exhibit B.
5. **Matching Funds Requirement.** RECIPIENT shall provide the total SBA Matching Funds and documentation thereof, as identified in the Budget shown in Exhibit B.
6. **Delivery.** All materials, services and/or deliverables required under this AGREEMENT must be completed and delivered to GO-Biz on or before September 30, 2015.
7. **Allowable Costs and Fees.** Allowable costs and fees eligible for reimbursement to the RECIPIENT for performance of this AGREEMENT must be in accordance with the budget outlined in the AGREEMENT, including the attached exhibits.
8. **Termination of Agreement.** Either party may terminate this AGREEMENT upon thirty (30) days advance written notice to the other party. Upon termination of this AGREEMENT, GO-Biz agrees to compensate RECIPIENT for all allowable, unavoidable, expenses reasonably incurred by RECIPIENT in the performance of its work under this AGREEMENT by the date of termination. RECIPIENT agrees to complete services and/or provide required deliverables through the date of termination.
9. **Modification or Waiver.** No part of this AGREEMENT shall be modified without the express written consent of both parties. The waiver by one party of any breach of any term or condition of this AGREEMENT shall not be construed as a waiver of any similar or other breach of any term or condition of this AGREEMENT. Nor shall said waiver be construed as a continuing waiver of the original breach.
10. **Assignment.** No part of this AGREEMENT may be assigned by either party without the prior written consent of both parties.
11. **Reporting Requirements.** RECIPIENT must submit an electronic version of the quarterly performance report in Microsoft Word to GO-Biz within sixty (60) days after the completion of a calendar quarter. The annual report is due within ninety (90) days after the close of the grant period. GO-Biz will provide RECIPIENT with detailed instructions for the quarterly and annual reporting by October 31, 2014. Fifty-percent (50%) of the grant award will be withheld until the second quarterly performance report is submitted and approved by GO-Biz, in its sole discretion. If RECIPIENT

significantly deviates from the original performance metrics shown in Exhibit A and does not sufficiently address and/or resolve such deviations, GO-Biz may withhold the remaining grant funds. Should this occur, GO-Biz may either grant those remaining grant funds to a new awardee or to an existing awardee that has demonstrated success. Failure to submit quarterly reports as indicated above may result in delay of invoice payments for the period unless prior written approval to submit late reports has been granted by GO-Biz. Failure to submit the annual report accurately and in a timely manner could jeopardize future funding.

12. **Invoicing and Payment.** RECIPIENT shall invoice GO-Biz for actual expenses incurred during the term of the AGREEMENT and in accordance with the attached Budget, and shall deliver such invoices to GO-Biz as set forth below. RECIPIENT will submit itemized invoices to GO-Biz no more frequently than quarterly. RECIPIENT must submit a quarterly performance report in conjunction with the invoice. Each invoice shall include an itemized expenditure report, accompanied by general ledger with a detailed transaction report, supporting documentation and any necessary chart of accounts. GO-Biz agrees to pay approved invoices within thirty (30) days upon receipt. In no event shall the RECIPIENT request reimbursement from GO-Biz for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this AGREEMENT. The invoice containing the final costs to be paid by GO-Biz shall be identified as the "FINAL INVOICE". FINAL INVOICE expenditures shall reflect costs incurred but not previously submitted for the period ending September 30, 2015. The FINAL INVOICE shall be paid upon satisfactory completion of AGREEMENT work and submittal of the all reports required in this AGREEMENT as described in the AGREEMENT and the Exhibits. "Satisfactory completion" as used in this AGREEMENT means that the RECIPIENT has complied with all terms, conditions, and performance requirements of this AGREEMENT. All Award and SBA Matching Funds shall be used solely for the purpose of performing the work as set forth in this AGREEMENT and Exhibit A.

13. **Contents and Order of Precedence.** Included in this AGREEMENT are the following exhibits and all exhibits are hereby incorporated by reference into this AGREEMENT:

- a. Exhibit A Performance Metrics and Milestones
- b. Exhibit B Budget
- c. Exhibit C Program Announcement

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

DAMAGES THAT ARISE FROM THIS AGREEMENT, UNLESS GO-BIZ ENGAGES IN WILLFUL MISCONDUCT OR IS GROSSLY NEGLIGENT IN CONNECTION WITH THIS AGREEMENT.

15. **Force Majeure.** If by reason of force majeure the RECIPIENT's performance hereunder is delayed, hampered or prevented, then the performance by the RECIPIENT may be extended for the amount of time of such delay or prevention. The term "Force Majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest; embargo, riot, war, insurrection or civil unrest; any act of God; any act of legally constituted authority; or any other cause beyond RECIPIENT's control which would excuse the RECIPIENT's performance as a matter of law.

16. **Notice of Force Majeure.** RECIPIENT agrees to give GO-Biz written notice of an event of force majeure under this Paragraph within ten (10) days of the commencement of such event and within ten (10) days after the termination of such event, unless the Force Majeure prohibits RECIPIENT from reasonably giving notice within this period. RECIPIENT will give such notice at the earliest possible time following the Force Majeure.

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

18. **Nondiscrimination.** RECIPIENT shall comply with all applicable federal and state laws and statutes related to nondiscrimination, including those acts and amendments prohibiting discrimination on the basis of race, color, national origin, gender, handicap or disability, sexual preference, drug addiction and alcoholism.

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

20. **Audit.** The books and accounts, files, and other records of the RECIPIENT which are applicable to this AGREEMENT shall be available for inspection, review, and audit during normal business hours by GO-Biz and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of the RECIPIENT.

21. **Severability.** Should any part, term, or provision of this AGREEMENT be declared or determined by any court or other tribunal or appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term, or provision shall be deemed stricken and severed

from this AGREEMENT. Any and all of the other terms of this AGREEMENT shall remain in full force and effect.

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

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

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

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

For GO-Biz:

Administrative

Barbara A. Vohryzek

Small Business Advocate

1325 J Street 18th Floor,

Sacramento, CA 95814

Telephone: (916)319.9968

For RECIPIENT:

Administrative

Steve Karp

Director

HSU Sponsored Programs Foundation

1 Harpst Street

Arcata, CA 95521

karp@humboldt.edu

26. **Representation on Authority of Parties/Signatories.** Each person signing this AGREEMENT represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this AGREEMENT. Each Party represents and warrants to the other that the execution and delivery of the AGREEMENT and the performance of such Party's obligations hereunder have been duly authorized and that the AGREEMENT is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

27. **Entire Agreement.** This AGREEMENT, including any referenced attachments, appendices and references, constitutes the entire AGREEMENT and supersedes any other written or oral representations, statements negotiations, or agreements.

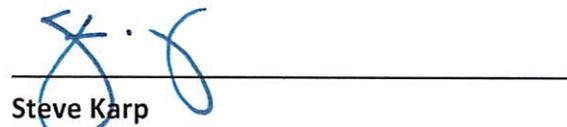
IN WITNESS THEREOF, the parties have executed this AGREEMENT on the date noted below.

For:
California Governor's Office of
Business and Economic Development
Small Business Advocate



Barbara A. Vohryzek
Small Business Advocate

For:
Humboldt State University Sponsored Programs
Foundation



Steve Karp
Director

ATTACHMENT 3	
Prime Recipient Contacts	
HSU-SPF Contacts	SUBCONTRACTOR Contacts
<p>Administrative Contact</p> <p>Name: Leslie Rodelander, Grant Analyst HSU-Sponsored Programs Foundation</p> <p>Address: 1 Harpst Street Arcata, CA 95521</p> <p>Telephone: 707-826-4189 Fax: 707-826-4783 Email: lwr37@humboldt.edu</p>	<p>Administrative Contact</p> <p>Name: Myisha Hervey</p> <p>Address: City Hall, Room 448 1 Dr Carlton B Goodlett Place San Francisco, CA 94102</p> <p>Telephone: 415-554-6695 Fax: 415-554-4565 Email: myisha.hervey@sfgov.org</p>
<p>Principal Investigator</p> <p>Name: Kristin Johnson Small Business Development Center, Lead Office</p> <p>Address: 1 Harpst Street Arcata, CA 95521</p> <p>Telephone: 707-826-3919 Fax: 707-826-3912 Email: Kristin.Johnson@humboldt.edu</p>	<p>Project Director</p> <p>Name: Holly Lung</p> <p>Address: City Hall, Room 448 1 Dr Carlton B Goodlett Place San Francisco, CA 94102</p> <p>Telephone: 415-554-6628 Fax: 415-554-4565 Email: holly.lung@sfgov.org</p>
<p>Financial Contact</p> <p>Name: Stacie Nothem, Accounts Receivable Humboldt State University</p> <p>Address: 1 Harpst Street Arcata, CA. 95521</p> <p>Telephone: 707-826-4273 Fax: Email: srn13@humboldt.edu</p>	<p>Financial Contact</p> <p>Name: Fred Liedl</p> <p>Address: City Hall, Room 448 1 Dr Carlton B Goodlett Place San Francisco, CA 94102</p> <p>Telephone: 415-701-4834 Fax: Email: fred.liedl@sfgov.org</p>
<p>Authorized Official</p> <p>Name: Steve Karp, Executive Director HSU-Sponsored Programs Foundation</p> <p>Address: 1 Harpst Street Arcata, CA. 95521</p> <p>Telephone: 707-826-4189 Fax: 707-826-4783 Email: steve.karp@humboldt.edu</p>	<p>Authorized Official</p> <p>Name: Todd Rufo</p> <p>Address: City Hall, Room 448 1 Dr Carlton B Goodlett Place San Francisco, CA 94102</p> <p>Telephone: 415-554-5694 Fax: Email: todd.rufo@sfgov.org</p>

ATTACHMENT 4
Additional Reporting Requirements

Narrative Reporting Requirements. RECIPIENT must submit an electronic version of the quarterly performance report in Microsoft Word to HSU-SPF within fifteen (15) days after the completion of a calendar quarter. The annual report is due within thirty (30) days after the close of the grant period. HSU-SPF will provide RECIPIENT with detailed instructions for the quarterly and annual reporting by December 1, 2014. Fifty-percent (50%) of the grant award will be withheld until the second quarterly performance report is submitted and approved by HSU-SPF, in its sole discretion. If RECIPIENT significantly deviates from the original performance metrics and does not sufficiently address and/or resolve such deviations, HSU-SPF may withhold the remaining grant funds. Should this occur, HSU-SPF may either grant those remaining grant funds to a new awardee or to an existing awardee that has demonstrated success. Failure to submit quarterly reports as indicated above may result in delay of invoice payments for the period unless prior written approval to submit late reports has been granted by HSU-SPF. Failure to submit the annual report accurately and in a timely manner could jeopardize future funding.

San Francisco SBDC

Categories	Proposed Performance Metrics 2014/15 Grant Program							
	Q1		Q2		Q3		Q4	
	\$	# Businesses	\$	# Businesses	\$	# Businesses	\$	# Businesses
Capital Infusion								
SBA Loans			100000	1	100000	1	200000	2
Non-SBA Loans			100000	1	100000	1	200000	2
Non-Owner Equity			100000	1	100000	1	250000	2
Total	\$0	0	\$300,000	3	\$300,000	3	\$650,000	6

ATTACHMENT 5
Scope of Work and Budget

The services to be performed by CONTRACTOR consist of the following:

- Business advising (counseling) to clients in the areas of capital access, credit worthiness, loan preparation, and equity infusion;
- Entry of all business advising activity into Neoserra client activity tracking system;
- Verification of client-secured capital through third-party source;
- Quarterly reporting to Norcal Lead Center on accomplishments, shortfalls, and client success stories;
- Participation in communications (phone, email, etc.) with Norcal Lead Center in regards to this grant.

RECIPIENT shall provide the total SBA Matching Funds and documentation thereof, as identified in the below budget.

San Francisco SBDC		
2014/15 Grant Program		
	SBA Match	GO-Biz Grant Amount
Categories	\$	\$

FAMIS Grant Code:
MEGOBI-1500

Budget

Business Advising/Consulting	50000	60000
Program Marketing	7500	Not Allowed
Training Costs	1500	
Administration		
Rent		
Other	1000	
Total	\$60,000	\$60,000

Barbara A. Vohryzek
Deputy Director for Small Business
Small Business Advocate
California Governor's Office of Business and Economic Development (GO-Biz)
1325 J Street, 18th Floor, Sacramento, CA 95814

Re: San Francisco Small Business Development Center – GO-Biz Capital Infusion Program

August 15, 2014

Dear Ms. Vohryzek:

This letter is to inform you that the San Francisco Small Business Development Center (SFSBDC) is submitting a proposal in response to the request for proposals GO-Biz Capital Infusion Program.

Early this year, the Office of Economic and Workforce Development (OEWD), a department of the City and County of San Francisco, won a bid to be the local host of the SFSBDC. In the past several years, OEWD has dramatically added personnel and expanded the suite of support services we provide directly to small businesses and entrepreneurs in San Francisco. Our staff team includes case managers at the Office of Small Business and the Director of the SFSBDC, the Jobs Squad, which conducts proactive outreach to small businesses, finance staff, that helps small businesses access many different loans and grant programs, and an 8-member neighborhood economic development team that provides technical assistance to neighborhood-serving small businesses throughout San Francisco.

For our team to assist more entrepreneurs, help them access capital, and build and grow their entrepreneurial base, we are submitting a proposal for a **\$125,000** GO-Biz grant.

If you have any questions about the proposal, please feel free to contact me.

Address/Contact Holly Lung, Acting Director, SFSBDC
1 Dr. Carlton B. Goodlett Place, Suite 448, San Francisco, CA 94102
Telephone: 415-554-6628, Facsimile: 415-554-4565
Email: holly.lung@sfgov.org

Thank you for your consideration.

Sincerely,



Holly Lung
Acting Director, SFSBDC



SECTION II: Summary Sheet

(Please feel free to create your own form on separate sheets. It must contain all of the information requested below.)

Legal Name of Organization: **San Francisco Small Business Development Center**

Employer/Taxpayer Identification Number:

94-6000417

Organizational DUNS (if available): n/a

Mailing Address (and physical address if it is different):

Street 1: **Dr. Carlton B. Goodlett Place**

Street 2: **Suite 448**

City: **San Francisco**

County: **San Francisco**

State: **California**

Zip/Postal Code: **94102**

Name and Contact Information of person to be contacted regarding this application:

First Name: **Holly**

Last Name: **Lung**

Title: **Acting San Francisco Small Business Development Center Director**

Telephone Number: **415-554-6628** Fax Number: **415-554-4565**

Email: holly.lung@sfgov.org

Website: www.sfsbdc.org

Signature of Contact:  Date: 8/15/14

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

Type of Applicant:

Joint Application

Lead Center

Service Center

If submitting as a joint application, please list the name of the participating service centers and their geographic areas of service:

Mission Statement: (75 words or less)

The mission of the SFSBDC program is to engender entrepreneurship and cultivate small business success in the city and county of San Francisco by providing high-quality technical support, training and in-depth financial analysis for start-up and existing companies.

Geographic Area of Service (specific to this proposal):

City and County of San Francisco

Number of Employees: Full-time: 3 Part-time: 4

For joint applications, please provide the total number of full-time and part-time employees.

Estimated Funding (\$): If this is a Joint Application, please submit this information for each Lead and Service Center (feel free to create a separate table for this information.)

Grant Request Amount: \$125,000

SBA Match: \$125,000

TOTAL: \$250,000

CHECKLIST

- X **Section I: Cover Letter (one page)**
- X **Section II: Summary Sheet**
- X **Section III: Response to Narrative Questions**
- X **Section IV: Required Attachments**

Financial Attachments

- 1. BUDGET DATA
 - X 1(a). Current (CY2014) program year organization budget
 - X 1(b). 2013 program year organization budget
 - X 1(c). Projected budget for the grant and match dollars over the 12-month grant period
 - X 1(d). Provide a concise budget narrative that explains how SBA funds will be spent to support this project.
- X 2. LETTER FROM APPLICANT'S AUDITOR, CPA, Treasurer, Comptroller, CFO or similarly qualified individual certifying that the organization's financial management system meets the requirements of 2 C.F.R. part 215, Subpart C, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non Profit Organizations.
- X 3. SOURCES OF FUNDING

Other Attachments

- X 4. Capital Infusion data for your SBDC for CY Program Years 2012 and 2013
- X 5. Reference letters (3 small business clients and 3 lenders/or investment groups)
- X 6. List of key personnel for the grant project, include names, titles, contact information and length of service

SECTION III: Narrative Questions

Governor's Office of Business and Economic Development: Capital Infusion Program Narrative

The San Francisco Small Business Development Center (“SFSBDC”) is a long-standing center that has been in transition to a new host for the past six months. The prior host, San Francisco City College, had been a part of the Northern California Regional Network for nearly 20 years. In late 2012 it was becoming apparent that San Francisco City College’s accreditation was at risk. The community college-hosted SFSBDC was battling continual matching funds problems and center performance was slipping due to lack of organizational support. All of City College’s capacity was directed at holding the institution together and mounting concerns necessitated the Norcal SBDC’s Lead Center rebid the program in October 2013.

Through that transition the City of **San Francisco’s Office of Economic and Workforce Development** (“OEWD”) – a longtime funding partner and friend of the SFSBDC – stepped up to help ensure a smooth transition because of the value the city placed on the partnership with the SFSBDC. In January of 2014 that partner was named the new host of the SFSBDC and the Norcal Lead Center has supported that effort with transitional leadership. In one year, the **SFSBDC moved from last place in capital infusion compared to all centers in the Norcal 13-county territory to 2nd**, and continues to climb. These changes have come about as a result of adding several new advisors to the San Francisco team and focusing efforts on service delivery to more advanced startups, existing businesses, underserved Chinese and Hispanic populations and restaurants.

In ramping up our streamlined processes, workshops and goals in the above-mentioned areas for counseling, the SFSBDC is a stronger program in 2014 than it has been in recent history. With the full and unusual support of the City and County of San Francisco’s Office of

Economic and Workforce Development as host – the only known city in the United States that is the host of an SBDC program – the SFSBDC is positioned for continued growth, particularly in the area of capital infusion.

The city’s existing network of capital infusion programs, including a microloan revolving loan fund of nearly \$3.0 million and a mid-range loan fund with access to \$8 million, will be encouraged to integrate the SFSBDC services as part of the wrap around services the city provides to assist area entrepreneurs’ ability to strengthen and grow their small businesses.

The City-sponsored loan programs include the following: the *StepAheadSF*, a Working Solutions-managed microloan program offering low-interest loans in the amount of \$5k - \$10k to small businesses; the *SF Small Business Revolving Loan Fund*, also managed by Working Solutions, offering loans ranging from \$5k to \$50k to help startups and existing businesses grow (the only lender in the area to lend to pre-startup ventures); and the *Emerging Business Loan Fund*, through a partnership with the Oakland Business Development Corporation, offering loans from \$50k to \$1 million for commercial loans that have a high potential for economic impacts and an ability to create jobs for low to moderate income individuals in San Francisco. Sources of the funds include a \$1.1 million grant from the *US Department of Commerce Economic Development Administration* and \$700,000 *Community Development Block Grant* from the *US Department of Housing and Urban Development*. A new partnership with Wells Fargo Bank is anticipated to bring an additional \$1.5 million into the City’s revolving loan fund in 2014.

OEWD offers other microfinance products through partnerships with Opportunity Fund and Kiva Zip. Through these programs, between 2009 and 2013 OEWD and its partners have funded 1,341 loans totaling more than \$7.3 million. Like the SFSBDC, these loan services are offered in English, Spanish, Mandarin and Cantonese. With various capital sources, the San Francisco

business community is not without resources. What San Francisco needs are advisors to offer loan packaging services and access to capital counsel.

Currently the SFSBDC has three business advisors that specialize in access to capital consulting and those **advisors have a combined 46 years' experience** in commercial lending, credit management, loan brokering, regional bank management, microloan enterprise management and 504 SBA lending. The center has another seven advisors specializing in general management consulting, restaurant start up and operations, bookkeeping and QuickBooks, procurement assistance, as well as business and marketing planning. These services which include Access to Capital counseling and trainings are currently marketed through a weekly email newsletter to more than 3,500 San Francisco small businesses and partners, through our partners at the San Francisco Small Business Administration Entrepreneur Center where the SFSBDC offers all of its workshops, through the center, regional and state SBDC websites and social media outlets. Year to date economic impacts for the SFSBDC include providing one-on-one counseling and workshop training for 396 small businesses which have resulted in more than \$3.8 million in capital infusion and the creation and retention of 63 jobs. **The center is currently ahead of schedule at 99 percent of SBA goals for capital infusion as of August 12, 2014. Nearly 40 percent of clients counseled so far in 2014 included access to capital assistance.**

One area the SFSBDC is different from the majority of SBDC's in the region, is that the clients brought into the program are more closely scrutinized for success potential. This necessity grew out of shortage of supply versus demand of consulting services. A small budget for the program, particularly through the transition lacking local host matching funds, the center has had to focus on serving clients predisposed for success. A completed business plan, projected financials and a feasible idea for how a client would fund a business are all required elements for a pre-venture entrepreneur to access consulting services through the SFSBDC. Exceptions to

this rule are few and primarily limited to bilingual consulting areas where businesses have historically limited business acumen prior to opening a business. Fully-funded pre-ventures, existing businesses and entrepreneurs with past small businesses ownership experience are prioritized for receiving services due to their increased potential for creating more substantial and readily achievable economic impact results. These priorities are among the reasons for a successful transitional management for a new center and the resulting clients are a lot more likely to turn around quick results for capital infusion if the SFSBDC was able to receive a grant to increase its counseling budget through the Go Biz Capital Infusion program.

Additional resources from a Go-Biz infusion of funds would allow the SFSBDC to hire up to three additional business advisors with access to capital expertise in identified high-need areas including: restaurant investment, bilingual advising, crowd funding and non-owner equity investment.

The SFSBDC would endeavor to increase total capital infusion by \$2 million beyond SBA goals and provide an additional 1,923 hours of consulting to an additional 125 clients in San Francisco. The cost of counseling in San Francisco is \$65 per hour.

San Francisco's current protocol for accepting new clients will provide fast-tracked results with an investment from Go Biz. Current capacity limits due to budget constraints has not allowed for marketing outside of the existing channels mentioned on page 3 of this narrative. In San Francisco, there is currently a three to four week waiting list to be connected with a business advisor for applicants that are not in crisis mode. Any new efforts that would generate interest in SFSBDC services have not been explored for fear of not being able to meet resulting demands for services.

Additional funds for added capacity will allow the new director of the SFSBDC focus outreach to all of City of San Francisco's existing internal economic development programs as

well as a huge network of city partners through the Office of Economic and Workforce Development and stakeholders in Mayor Edwin Lee's office. A Go Biz investment would alleviate waiting times for new clients by providing additional contract hours for existing access to capital business advisors, and by adding new additional consultants with new financing specialties to our team. SBA Match funding for this grant would help in our efforts by developing persuasive business plans, projections and necessary financial documents needed for loan applications. Additional marketing the SFSBDC plans to leverage with SBA matching funds include: providing three additional workshops and lender round-table discussions on capital infusion over the next year, increased participation in city-wide events having to do with access to capital, marketing the SFSBDC services on buses through an in-kind match advertisement agreement with San Francisco's Transportation Authority.

In all, we hope that the vitality and economic growth opportunities that the SFSBDC provides and has the potential to provide to the state economy, are a worthwhile investment for the Go-Biz Capital Infusion Program. We hope this effort will bring an increased level of state program collaboration with the California SBDC and the San Francisco SBDC and we would embrace the opportunity to prove the value of the investment in our program.

SECTION IV: ATTACHMENTS

Label each attachment and submit in the order listed.

Financial Attachments

Note: Provide explanations for items that may raise questions in any of the attached financial documents. The explanations can be written onto the documents themselves or included as an additional page.

3. SOURCES OF FUNDING - Complete the table below for the organization as a whole (each center) based on the most recently completed program year. Categories may be modified to fit your organization's funding sources.

Amount (\$)	Funding Source
	Host Institutions/Colleges/Universities
	Economic & Workforce Development Programs
312,876	Cities/Counties
	Private Foundations/Philanthropic
	Corporations
	Fees/Earned Income
	Non profits/CDCs
	Other (State ETP, Carryforward Cash Match)
150,000	SBA
140,000	Community Development Block Grant
93,678	Waived indirect
\$696,554	TOTAL

Other Attachments

4. CAPITAL INFUSION DATA FOR PAST TWO PROGRAM YEARS (As reported to SBA; please include number of businesses assisted in addition to capital amounts.)
Please use the following format:

SBDC Name:

San Francisco SBDC

	CY 2012	CY 2013
Total # of Clients Counseled:		

SBA Loans (\$):	\$1,596,900	\$763,000
Non-SBA Loans (\$):	\$3,163,000	\$605,000
Non-Owner Equity (\$):	\$2,065,376	\$2,173,457
Owner Equity (\$):	\$2,468,000	\$550,000
Total Capital Infusion	\$9,293,276	\$4,091,457

1(a) Current CY2014 Program Year Organization Budget

2014 SBDC BUDGET									
SERVICE TERRITORY		City & County of San Francisco							
DESCRIPTION		SBA	Cash Match	In-Kind Match	Indirect (waived)	Total Match	Program Income	Non- Match Cash	TOTAL
A. PERSONNEL									
	FTE%								
Director of Small Business Services	100%	55,738.00	30,012.00	0.00		30,012.00	0.00	0.00	85,750.00
Lead Case Manager	100%	18,254.00	54,763.00	0.00		54,763.00	0.00	0.00	73,017.00
Case Manager	75%	0.00	54,763.00	0.00		54,763.00	0.00	0.00	54,763.00
Case Manager	60%	0.00	43,811.00	0.00		43,811.00	0.00	0.00	43,811.00
Jobs Squad	60%	0.00	35,424.00	0.00		35,424.00	0.00	0.00	35,424.00
Jobs Squad	60%	0.00	35,424.00	0.00		35,424.00	0.00	0.00	35,424.00
Data Management Assistant	25%	7,800.00	0.00	0.00		0.00	0.00	0.00	7,800.00
	0%	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Total Personnel		81,792.00	254,197.00	0.00	0.00	254,197.00	0.00	0.00	335,989.00
B. FRINGE BENEFITS									
	%								
Director of Small Business Services	100%	22,295.00	12,005.00	0.00		12,005.00	0.00	0.00	34,300.00
Lead Case Manager	100%	7,302.00	21,905.00	0.00		21,905.00	0.00	0.00	29,207.00
Case Manager	75%	0.00	21,905.00	0.00		21,905.00	0.00	0.00	21,905.00
Case Manager	60%	0.00	17,524.00	0.00		17,524.00	0.00	0.00	17,524.00
Jobs Squad	60%	0.00	14,170.00	0.00		14,170.00	0.00	0.00	14,170.00
Jobs Squad	60%	0.00	14,170.00	0.00		14,170.00	0.00	0.00	14,170.00
Data Management Assistant	25%	1,560.00	0.00	0.00		0.00	0.00	0.00	1,560.00
	0%	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Total Fringe Benefits		31,157.00	101,679.00	0.00	0.00	101,679.00	0.00	0.00	132,836.00
C. TRAVEL									
# of Miles:	1,000 mi rate:	0.56	560.00	0.00		0.00	0.00	0.00	560.00
# of Airfare:	1 avg rate:	450.00	450.00	0.00		0.00	0.00	0.00	450.00
# of Hotels:	3 avg rate:	150.00	450.00	0.00		0.00	0.00	0.00	450.00
# of Per-Diem:	3 day rate:	75.00	225.00	0.00		0.00	0.00	0.00	225.00
Other			730.00	0.00		0.00	0.00	0.00	730.00
Total Travel		2,415.00	0.00	0.00	0.00	0.00	0.00	0.00	2,415.00
D. EQUIPMENT									
(only for items \$5,000 or more)		0.00	0.00	0.00		0.00	0.00	0.00	0.00
Total Equipment		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. SUPPLIES									
General Office and Operational		0.00	5,000.00	0.00		5,000.00	0.00	0.00	5,000.00
Total Supplies		0.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00	5,000.00
F. CONTRACTUAL									
		0.00	0.00	0.00		0.00	0.00	0.00	0.00
		0.00	0.00	0.00		0.00	0.00	0.00	0.00
		0.00	0.00	0.00		0.00	0.00	0.00	0.00
Total Contractual		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G. CONSULTANTS									
Contractor	Hrs Hrly rate								
Business Consultants	1,750 60	20,000.00	85,000.00	0.00		85,000.00	0.00	0.00	105,000.00
Total Consultants		20,000.00	85,000.00	0.00	0.00	85,000.00	0.00	0.00	105,000.00
H. OTHER									
Facilities		0.00	0.00	0.00		0.00	0.00	0.00	0.00
Training and conferences		1,000.00	1,000.00	0.00		1,000.00	0.00	0.00	2,000.00
Telecom		0.00	1,000.00	0.00		1,000.00	0.00	0.00	1,000.00
Printing/Copying		0.00	3,000.00	0.00		3,000.00	0.00	0.00	3,000.00
Postage		0.00	2,000.00	0.00		2,000.00	0.00	0.00	2,000.00
Total Other		1,000.00	7,000.00	0.00	0.00	7,000.00	0.00	0.00	8,000.00
I. TOTAL DIRECT		136,364.00	452,876.00	0.00	0.00	452,876.00	0.00	0.00	589,240.00
J. INDIRECT COSTS									
IDC Rate: 22.9%									
Note: IDC basis is SBA IDC Claimed: 10.0%		13,636.00				0.00			13,636.00
% of Salaries/Fringe SBA IDC Waived:					93,678.00	93,678.00			93,678.00
TOTAL BUDGET		150,000.00	452,876.00	0.00	93,678.00	546,554.00	0.00	0.00	696,554.00

Humboldt State University Norcal SBDC Regional Network
Proposed Budget - San Francisco Community College District, San Francisco SBDC
CY 2013: January 1, 2013 - June 31, 2013
129,081

DESCRIPTION		SBA	Total CASH Match	IN-KIND	INDIRECT (Waived)	Yearly
						SBDC Grant Total
A. PERSONNEL						
Director- Dixon, A	FTE 0.50	64,000	0			64,000
Training Manager	0.50	16,133	21,167			37,300
Data Coordinator	0.28	0	0			0
			0			0
			0			0
Total Personnel		80,133	21,167	0	0	101,300
B. FRINGE BENEFITS						
Director- Dixon, A	30%	19,200	0			19,200
Sr. Business Consultant	30%	4,840	5,702			10,542
Data Coordinator	22%	0	0			0
Total Fringe Benefits		24,040	5,702	0	0	29,742
C. TRAVEL						
In-State	885 miles at .565	500	0			500
Other In-State			0			0
Other Out of State/Region			0			0
ASBDC Conference	6 attendees		0			0
Total Travel		500	0	0	0	500
D. EQUIPMENT (For items \$5,000 or more)						
Total Equipment		0	0	0	0	0
E. SUPPLIES						
Water Supplies						
General Office and Operational			2,825			2,825
Total Supplies		0	2,825	0	0	2,825
F. CONTRACTUAL						
Office volunteers			0	5,000		5,000
Total Contractual		0	0	5,000	0	5,000
G. CONSULTANTS						
Business Consultants		13,493	27,093			40,586
Total Consultants		13,493	27,093	0	0	40,586
H. OTHER						
Memberships		500	0			500
Staff Professional Development		2,000	0			2,000
Telecom (internet/phone/cellphone)		500	0			500
Copier Lease		1,750	3,425			5,175
Postage		1,200	0			1,200
Facilities (not eligible for indirect)			0			0
classrooms			0			0
Total Other		5,950	3,425	0	0	9,375
I. TOTAL DIRECT		124,116	60,212	5,000	0	189,328
J. INDIRECT COSTS Waived Indirect						
4%	SBA Indirect	4,965	0		39,274	39,274
24% Total Indirect		4,965	0	0	39,274	44,239
TOTAL BUDGET		129,081	60,212	5,000	39,274	233,567

Humboldt State University Norcal SBDC Regional Network
Budget Narrative: San Francisco Community College District, San Francisco SBDC
CY 2013: January 1, 2013 - June 31, 2013

129,081

Line Item	FTE	Total Budget	Budget Explanation
A. PERSONNEL			
Director- Dixon, A	0.50	64,000	6 months @ salary of \$128,000 per year due to furlough days and pay cuts Jan-June only. Add 7.5k from program income, 2.5k for BEC Apr-Jun Data Coordinator (15hrs/week for 12 weeks @\$30hr). 5.4k/program income
Training Manager	0.50	37,300	
Data Coordinator	0.28		
Total Personnel		101,300	
B. Fringe Benefits			
Director- Dixon, A		19,200	Fringe benefits
Sr. Business Consultant		10,542	Fringe benefits
Data Coordinator			
Total Benefits		29,742	
C. TRAVEL			
In-State miles at .565		500	Regional travel
Other In-State			
Other Out of State/Region			
ASBDC Conference			
Total Travel		500	
D. Equipment			
(For items \$5,000 or more)			
Total Equipment			
E. SUPPLIES			
General Office and Operational		2,825	General office supplies
Total Supplies		2,825	
F. CONTRACTUAL			
Contracted amounts over \$25,000			
Contracted amounts under \$25,000			
Office volunteers		5,000	\$5k InKind
Total Contractual		5,000	
G. CONSULTANTS			
Business Consultants		40,586	Counseling; also \$5000 in Program Income
No. of Hours			
Avg Rate of pay: \$50			
Total Consultants		40,586	
H. OTHER			
Memberships		500	Memberships Professional development Internet, office & cellphone services copier lease Mailing of Class Calendar, Other Outreach Information and Office Correspondence
Staff Professional Development		2,000	
Telecom (internet/phone/cellphone)		500	
Copier Lease		5,175	
Postage		1,200	
Facilities (not eligible for indirect)			
classrooms			
Total Other		9,375	
I. TOTAL DIRECT		189,328	
J. INDIRECT COSTS			
Waived Indirect		39,274	Waived Indirect Cash Taken as stated.
4% SBA Indirect		4,965	
Total Indirect		44,239	
TOTAL BUDGET		233,567	

Humboldt State University Norcal SBDC Regional Network
Proposed Budget - Humboldt State University Sponsored Program Foundation, San Francisco SBDC
CY 2013: January 1, 2013 - December 31, 2013
87,436

DESCRIPTION		SBA	Total CASH Match	IN-KIND	INDIRECT (Waived)	TOTAL
A. PERSONNEL	FTE					
Assoc. Director (Vacant)	0.50	25,000	15,000			40,000
			0			0
			0			0
			0			0
			0			0
Total Personnel		25,000	15,000	0	0	40,000
B. FRINGE BENEFITS						
Assoc. Director (Vacant)	18%	3,750	2,250			6,000
			0			0
0			0			0
Total Fringe Benefits		3,750	2,250	0	0	6,000
C. TRAVEL						
In-State	1,000 miles at .51	500	0			500
Other In-State		1,000	0			1,000
Other Out of State/Region			0			0
ASBDC Conference	6 attendees		0			0
Total Travel		1,500	0	0		1,500
D. EQUIPMENT						
(For items \$5,000 or more)			0			0
Total Equipment		0	0	0	0	0
E. SUPPLIES						
Water Supplies						
General Office and Operational		1,000	2,500			3,500
Total Supplies		1,000	2,500	0	0	3,500
F. CONTRACTUAL						
Rental costs for off site facilities			0			0
Total Contractual		0	0	0	0	0
G. CONSULTANTS						
Business Consultants		38,063	53,000			91,063
Total Consultants		38,063	53,000	0	0	91,063
H. OTHER						
Memberships		500	0			500
Community Outreach			0			0
Communications		500	0			500
Minor Equipment /Software		1,750	0			1,750
Postage		800	0			800
Facilities (not eligible for indirect)			0			0
Main Office			0			0
Total Other		3,550	0	0	0	3,550
I. TOTAL DIRECT		72,863	72,750	0	0	145,613
J. INDIRECT COSTS						
Cash Match Indirect & Waived In kin			14,550		18,190	18,190
20%	SBA Indirect	14,573	0			14,573
24% Total Indirect		14,573	14,550	0	18,190	32,763
TOTAL BUDGET		87,436	87,300	0	18,190	178,376

Humboldt State University Norcal SBDC Regional Network
Budget Narrative: Humboldt State University Sponsored Program Foundation, San Francisco SBDC
CY 2013: January 1, 2013 - December 31, 2013

87,436

Line Item	Total Budget	Budget Explanation
<i>All Expenses Based on July -December Budget</i>		
A. PERSONNEL #REF! Assoc. Director (Vacant)	FTE 0.50 40,000	July -December
Total Personnel	40,000	
B. Fringe Benefits Assoc. Director (Vacant)	6,000	HSU Rates
Total Benefits	6,000	
C. TRAVEL In-State miles at .51 Other In-State Other Out of State/Region ASBDC Conference	500 1,000	Region Meetings
Total Travel	1,500	
D. Equipment (For items \$5,000 or more)		
Total Equipment		
E. SUPPLIES General Office and Operational	3,500	General office supplies
Total Supplies	3,500	
F. CONTRACTUAL Contracted amounts over \$25,000 Contracted amounts under \$25,000 Rental costs for off site facilities		
Total Contractual		
G. CONSULTANTS Business Consultants No. of Hours Avg Rate of pay: \$50	91,063	Counselling
Total Consultants	91,063	
H. OTHER Memberships Community Outreach Communications Minor Equipment /Software Postage Facilities (not eligible for indirect) Main Office	500 500 1,750 800	
Total Other	3,550	
J. INDIRECT COSTS Cash Match Indirect & Waived In kind 20% SBA Indirect	18,190 14,573	as stated for SBA and CashMatch Cash Taken as stated.
Total Indirect	32,763	
TOTAL BUDGET	178,376	

1 C Projected Budget for Grant and Match Dollars Over 12 Month Grant Period

Category	SBA Amount	State Funds
Personnel (Salaries & Benefits):	\$113,000	
Business Advising/Consulting:	\$0	\$125,000
Program Marketing:	\$8,500	
Training Costs:	\$1,000	
Other (please list below):		
Indirect	\$0	
Travel	\$2,500	
	\$125,000	\$125,000

1d - Budget Narrative			
Category	SBA Amount	State Funds	
Personnel (Salaries & Benefits):	\$113,000		In order to run the project, we need personnel to staff the increased access to capital services, advisors, client demand, and the marketing program and training. Personnel will include the Director (acting Director Holly Lung), Martha Yanez (case manager), and data assistant (TBD).
Business Advising/Consulting:	\$0	\$125,000	A Go-Biz grant will allow SF SBDC to hire three more technical assistance advisors and consultants to meet the demand for capital and access to capital services.
Program Marketing:	\$8,500		The marketing program will be funded to include tailored messages and customized collateral marketing materials designed specifically for lenders and SF small businesses. The message shall include the access to capital services and resources. The marketing program will be conducted in parallel with a set of focused community outreach strategies including: coordinated outreach through City departments and nonprofit partner organizations in the corridors; community-based outreach through presentations and workshops hosted by SBDC, SBA, and other relevant organizations; and public relations and social media campaigns. The marketing collateral will be available online and on the ground dissemination.
Training Costs:	\$2,000		There will be increased demand for services and workshops. The funds will pay for training, language access, and facilities.
Other (please list below):			
Travel	\$1,500		Travel will be required to reach clients and training programs.
	\$125,000	\$125,000	



MEMORANDUM

TO: Governor's Office of Business and Economic Development
FROM: Merrick Pascual, Chief Financial Officer
DATE: August 14, 2014
RE: Capital Infusion Program Application

To Whom It May Concern:

We are providing this letter in connection with our application for funding through the Capital Infusion Program.

With respect to OEWD's current financial systems, I confirm that they meet the requirements of OMB Circular A-87, Cost Principles for State, Local, and Tribal Governments, and OMB's Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including 2 C.F.R. Part 215, Subpart C.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Pascual".

Merrick Pascual
Chief Financial Officer

Best in Show
545 Castro Street
San Francisco, CA 94114
415-864-7387 | info@bestinshows.com

August 12, 2014

Barbara A. Vohryzek
Deputy Director for Small Business & Small Business Advocate
California Governor's Office of
Business and Economic Development (*GO-Biz*)
1400 10th Street, Sacramento, CA 95814

RE: SBDC Client Reference Letter

Dear Ms. Vohryzek;

I am writing in support of the SFSBDC's grant proposal. My business has received business consulting from San Francisco SBDC since 2014 and we have been very satisfied with the quality of the consulting received.

Following are a few ways the SBDC has helped my business grow:

Gabriela Sapp offered us counseling on visual merchandising, employee relations, financing, and whatever we asked advice on, she had a recommendation or a reference for us. When absolutely no one else would give us a loan to help us grow our business, Gabriela was the one who helped us through all the paperwork and the loan process and got us what we needed to help us get to the next step. I think this program is wonderful and I wish more small business owners would take advantage of it.

Some information about our business: We own and operate a small retail pet supply store. In addition, we also wholesale some of the products we manufacture for the store. It's this wholesale business we've been trying to get capital to expand. Gabriela helped us obtain this capital and we're so excited to take the next step in growing our business.

Thank you for considering the grant application from San Francisco SBDC. I know that if they receive additional funding, other businesses like mine will benefit from the professional services offered by the Center.

Sincerely,

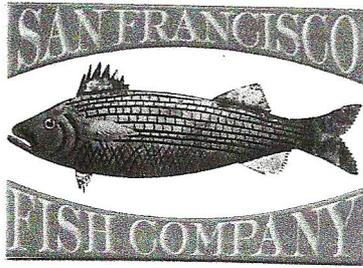


Richard Shiu

Co-owner

Best in Show, Inc.

415-336-3120



Date: 8/13/2014

Barbara A. Vohryzek
Deputy Director for Small Business & Small Business Advocate
California Governor's Office of
Business and Economic Development (GO-Biz)
1400 10th Street, Sacramento, CA 95814

RE: SBDC Client Letter of Support

Dear Ms. Vohryzek;

I am writing in support of the San Francisco SBDC's grant proposal. My business has received business consulting from the San Francisco SBDC since May of 2005 and we have been very grateful that such a resource is available to businesses like mine in the City of San Francisco.

The San Francisco SBDC has provided support to my business in many ways but probably most importantly in providing positive reinforcement that my business was moving in the right direction even when I was discouraged that it was not operating at a profit as quickly as I had expected. We operate a Fresh Fish Market in the Merchant's Court inside the San Francisco Ferry Building. We were among the first of about 45 merchants that now operate in the open court on the first floor. In the early days of my business, the SBDC, through sales analysis, demonstrated to me that my business was showing very positive signs of success – continuing month over month and year over year healthy increases in both the number of customers per day and the average purchase amount per customer. They gave me encouragement that this was not the time to consider selling or closing. They helped me see, through a forward looking financial projection, when my business would be profitable and gave me strategies (budgeting and forecasting) for making it more profitable sooner. Although those early days were tough and I had to invest more in the startup of this business than I had expected, the past 5 years have met and in some cases exceeded my profit expectations. I continue to work with the San Francisco SBDC and they are currently helping me negotiate my lease renewal - terms and conditions - with the property management company. I am grateful to have a resource like the SBDC that has a broad perspective on lease issues throughout the City and specifically with the Port of San Francisco.

Thank you for considering the grant application from San Francisco SBDC. I know that if they receive additional funding, other businesses like mine will benefit from the professional services offered by the Center.

Sincerely,

SIGNATURE

Name Allen Kuehn
Title Chief Executive Fish monger owner
Company S.F. Fish Company
Contact # 415-399-1111

Odang Udon LLC
282 Monroe Dr. #3
Mountain View, CA 94040
510-701-1701

8/12/14

Barbara A. Vohryzek
Deputy Director for Small Business & Small Business Advocate
California Governor's Office of
Business and Economic Development (*GO-Biz*)
1400 10th Street, Sacramento, CA 95814

RE: SBDC Client Reference Letter

Dear Ms. Vohryzek;

I am writing in support of the San Francisco SBDC's grant proposal. My business has received business consulting from the San Francisco SBDC since May 2014 and we have been very satisfied with the quality of the consulting received.

Following are a few ways the SBDC has helped my business grow:

- We received invaluable knowledge about the ins and outs of the loan process, how to best apply for financing, and a list of possible organizations that could help.
- Advice about doing qualitative and quantitative market research about who our customer is and how many (and at what time) they are most frequent.
- Support for any question we had regarding any part of the business as well as a motivating force to help the company become a reality.

Odang Udon LLC: Odang Udon is a food truck based in the greater San Francisco bay area that serves fresh Udon Noodles in a variety of styles.

Thank you for considering the grant application from San Francisco SBDC. I know that if they receive additional funding, other businesses like mine will benefit from the professional services offered by the Center.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Palley', with a long, sweeping underline that extends to the right.

Matthew Palley
President
Odang Udon LLC
510-701-1701



August 12, 2014

Barbara A. Vohryzek
Deputy Director for Small Business & Small Business Advocate
California Governor's Office of
Business and Economic Development (*GO-Biz*)
1400 10th Street, Sacramento, CA 95814

RE: SBDC Client Reference Letter

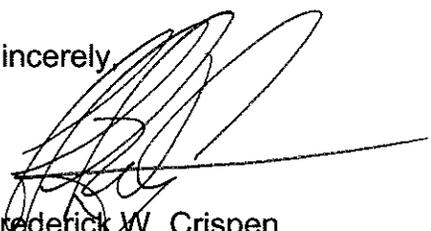
Dear Ms. Vohryzek;

I am writing in support of the San Francisco SBDC's grant proposal. Celtic Bank has partnered with the San Francisco SBDC since 2010 and we have been very satisfied with the quality of the consulting our referred clients have received.

Celtic Bank is a Preferred Lender with SBA and was the 6th largest SBA lender in the country in 2013. We work closely with the SBDC's nationally providing working capital for startup and existing businesses.

Thank you for considering the grant application from San Francisco SBDC. Helping this Center expand will likely increase the number of loans we do in this coming year.

Sincerely,


Frederick W. Crispen
Sr. Vice President, Express Lending

August 13, 2014

Ms. Barbara A. Vohryzek
Deputy Director for Small Business & Small Business Advocate
California Governor's Office of
Business and Economic Development (*GO-Biz*)
1400 10th Street, Sacramento, CA 95814

RE: SFSBDC Client Reference Letter

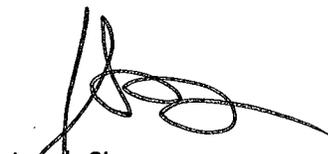
Dear Ms. Vohryzek:

I am writing in support of the San Francisco SBDC's grant proposal. OBDC Small Business Finance has partnered with the Office of Economic and Workforce Development and SFSBDC since 2012 and we have been very satisfied with the quality of the consulting our referred clients have received.

The OBDC mission is to create economic opportunity by empowering entrepreneurs. One of our core services is to provide loans to small businesses throughout the Bay Area. Our collaborative approach helps our borrowers create jobs and stimulates economic development in low-to-moderate income communities. Over the past decade we have closed 500 loans that totaled more than \$29 million resulting in thousands of new jobs.

Thank you for considering the grant application from San Francisco SBDC. Helping this Center expand will likely increase the number of loans we do in this coming year.

Sincerely,



Jacob Singer
President/CEO
OBDC Small Business Finance
(510) 830-3205

6. Key Personnel for the grant project

Name	Title	Contact Information	Length of Service
Holly Lung	Acting SFSBDC Director	415-554-6628 Holly.Lung@sfgov.org	At City and County of San Francisco: 6 years At SFSBDC: 8 months
Martha Yanez	Business Case Manager	415-554-6181 Martha.Yanez@sfgov.org	At City and County of San Francisco: 15 years At SFSBDC: 8 months
Manish Goyal	Jobs Squad Program Manager	415-554-6031 Manish.Goyal@sfgov.org	At City and County of San Francisco: 5 years At SFSBDC: 8 months
Francis Chan	Jobs Squad Project Manager	415-554-5106 Francis.Chan@sfgov.org	At City and County of San Francisco: 1.5 years At SFSBDC: 8 months
TBD	Case Manager		
TBD	Data assistant		