

PARK COUNTY BOARD OF COMMISSIONERS  
WORK SESSION  
856 CASTELLO AVENUE  
FAIRPLAY, CO 80440

**WEDNESDAY, OCTOBER 30 , 2019**

9:30 AM ADMINISTRATIVE SESSION (OPEN)

- . .I. INTRODUCTION & CONVERSATION WITH JAMIE BILLESBACH CENTRAL MOUNTAIN SMALL BUSINESS DEVELOPMENT CENTER DIRECTOR
- . .II.MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT BETWEEN PARK COUNTY,LAKE COUNTY AND CHAFFEE COUNTY TO SHARE FUNDING FOR THE CENTRAL MOUNTAIN SMALL BUSINESS DEVELOPMENT CENTER

Documents:

[Chaffee County Scope of Work Exhibit A B C D CY2019.pdf](#)  
[SBDC Sub-Centers MOU - 9-24-19 Final.pdf](#)

- . PRESENTATION OF THE PARK COUNTY HOUSING NEEDS ASSESSMENT ( CANCELED)

The purpose of a work session is to provide for a free and open dialogue. Discussions are not limited to those items being on the agenda. NOTE: This WORK SESSION agenda may be modified with items either being added or deleted. Please check Website "[parkco.us](http://parkco.us)" for most updated agendas. If you need further information, please contact the BOCC (Board of County Commissioners) office at 719-836-4201.

## EXHIBIT A – STATEMENT OF WORK

### 1. GENERAL DESCRIPTION

The Colorado Office of Economic Development and International Trade (hereinafter called “OEDIT”) agrees to provide grant funding to Chaffee County Courthouse (hereinafter called “Vendor” or “Grantee” or “Sub-Center”) to operate a Small Business Development Center Sub-Center which will provide consulting to small businesses in the area of business planning, assistance in the search for financial resources and referrals to special services designed for small businesses. In addition, the Sub-Center will produce training seminars, workshops and courses designed to help small business owners run their business more effectively and efficiently. Attendees should learn to manage their employees and their cash flow; a challenge for most emerging businesses.

### 2. DEFINITIONS

**a. CSBDC**

“CSBDC” means the Colorado Small Business Development Center Network.

**b. Lead Center**

“Lead Center” means the Colorado Small Business Development Center Network Lead Center.

**c. Central CO SBDC**

“Central CO” means the Central Colorado Small Business Development Center.

**d. Consulting**

“Consulting” means free, one-on-one, confidential business advising sessions for small business as defined by the U.S. Small Business Administration.

**e. Center IC**

“Center IC” means the Management Information System utilized by the CSBDC, which is administered through vendor Center Dynamics.

**f. EDMIS**

“EDMIS” means the US Small Business Administration’s Economic Development Management Information System

**g. Grantee**

“Grantee” means the host organization that enters into this grant Purchase Order agreement with the Colorado Office of Economic Development and International Trade to run the Central CO SBDC.

**h. Session Notes**

“Session Notes” means the detailed summary of the Consulting session which is entered into Center IC.  
Center IC.

**i. Sub-Center**

“Sub-Center” means one of the 14 Small Business Development Center (SBDC) locations across the state that provide the services outlined by this grant Purchase Order.

**j. State Director**

“State Director” means the the Small Business Development Cneter State Director responsible for overseeing the entire Small Business Development Center Program for the state of Colorado.

**k. Workshop 888**

“Workshop 888” means the detailed training course information which is entered into Center IC.

### 3. GRANTEE’S OBLIGATIONS

Grant funds shall be used to support the operation of the SBDC as outlined herein. Grantee shall be responsible for the following federal grant negotiated performance goals.

**A. Project Performance Plan**

The focus on start up center operations, network, and build client base.

**3.1.2. Business Starts:** Businesses started due to the assistance of the SBDC Sub-Center.

	<b>1st Quarter</b>	<b>2nd Quarter</b>	<b>3rd Quarter</b>	<b>4th Quarter</b>	<b>Total</b>
# of Business Starts	4	4	4	4	12

**3.1.3. Capital Infusion:** (To be shown in dollars) Capital invested into the client business through loans, grants, venture capital, owner injection, state/local finance programs through the assistance of the SBDC Sub-Center.

	<b>1st Quarter</b>	<b>2nd Quarter</b>	<b>3rd Quarter</b>	<b>4th Quarter</b>	<b>Total</b>
Total Capital Infusion	\$250,000	\$250,000	\$250,000	\$250,000	\$ 1,000,000

**3.1.4. Jobs Created:** Jobs Created by the client through the assistance of the SBDC Sub-Center. (Two part-time jobs is equivalent to one full time job).

	<b>1st Quarter</b>	<b>2nd Quarter</b>	<b>3rd Quarter</b>	<b>4th Quarter</b>	<b>Total</b>
# of Jobs Created	5	5	5	5	20

**3.1.5. Jobs Retained:** Jobs retained by the client through the assistance of the SBDC Sub-Center. (Two part-time jobs is equivalent to one full time job).

	<b>1st Quarter</b>	<b>2nd Quarter</b>	<b>3rd Quarter</b>	<b>4th Quarter</b>	<b>Total</b>
# of Jobs Retained	4	4	4	4	12

**4. PERSONNEL**

**4.1. Responsible Administrator.**

Grantee's performance hereunder shall be under the direct supervision of Robert Christiansen, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this project.

**4.2. Other Key Personnel.**

**4.2.1.** The Sub-Center represents that it has, or will secure at its own expense, unless otherwise stated in this grant Purchase Order all personnel, as employees of the Sub-Center, necessary to perform the work and services required to be performed by the Sub-Center under this grant Purchase Order with the Lead Center's approval of individual hired as Director.

**4.2.2.** Such personnel may not be employees of or have any contractual relationship with the Lead Center and no such personnel are eligible for any employee benefits, unemployment compensation or any other benefits accorded to Lead Center employees.

**4.2.3.** Sub-Center shall pay when due all required employment taxes and income tax withholding. All of the services required hereunder will be performed by the Sub-Center or under its supervision, and all personnel engaged in the work shall be fully

qualified and shall be authorized under State and local law to perform such services, as stated in this grant Purchase Order and **Exhibit B**.

**4.2.4.** Any annual leave that is accumulated by an SBDC employee before, during, or after employment with the SBDC is not allowed to be charged to any SBDC account when the employee resigns or is terminated. The balance owed to the employee for unused vacation, sick, or other time off is the responsibility of the host institution.

**4.3. Replacement**

Grantee shall immediately notify the SBDC State Director if any Key Personnel cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its Key Personnel, it must notify the SBDC State Director and seek its approval. Such approval is at the SBDC State Director's sole discretion, as the State issued this grant Purchase Order in part reliance on Grantee's representations regarding Key Personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change would take effect. Anytime Key Personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend work on the Work until such time as their replacements are approved.

**4.4. Level of Expertise**

The SBDC is a focal point for linking together resources of the federal, state and local governments with the resources of the educational system and the private sector. The SBDC program has been designed to meet the specialized and complex management and technical assistance needs of the small business community. SBDCs focus on providing in-depth quality assistance to small businesses in all areas that promote growth, expansion, innovation, increased productivity and management improvement.

**4.4.1. General**

1. Degree or equivalent successful experience in professional consultation in business development or small business ownership experience
2. Strong communication skills, written/oral
3. Interpersonal and organizational skills

**4.4.2. Duties and Responsibilities of the local Director are:**

1. Dedicate 100% of allocated work week to SBDC as the Director
2. Determine the needs of the local small business community; meet those needs with consulting, business training programs and other services. Also, measure the impact of those services to ensure that the needs are satisfactorily met
3. Work with SBA and other local service providers to strengthen working relationships to better serve the local small business community
4. Coordinate local small business training and consulting activities to best utilize resources.
5. Participate fully in the collection of data and other information to prepare business plans and financial forecasting for clients
6. Supervise staff and consultant volunteers
7. Continually communicate with State Director and submission, maintenance and management of annual operational budget
8. Collect, develop and provide information requested by the State Director for use in quarterly and annual SBDC reports
9. Assist the State Director in the development of statewide private and public sector initiatives to increase and improve services to the small business community
10. Assist the Lead Center in the preparation of annual SBDC funding proposals
11. Work with local media to promote favorable publicity and recognition for the SBDC

12. To ensure that all counselors and volunteers complete the Certification Requirement (first three modules) prior to consulting clients. The other five modules need to be complete by the end of their first year with the SBDC
13. If managing other federal/non-federal programs, provide an activities timesheet on approved and provided form from Lead Center
14. Disclose any and all private business relationships that may conflict with SBDC, host institution, or community services
15. The director must sign the conflict of interest and confidentiality releases acknowledging that 100% of allocated work week will be spent devoted to SBDC activities and that no business consulting is permitted in which any financial gain is accrued by the director or any party that has a business or personal relationship with the director.

**4.4.3. Activities:**

1. Problem solving
2. Involvement with the development and interpretation of policy and procedures
3. Gather data/information, analyze and make a disposition
4. Promote SBDC programs and services by informing as many people as possible such as business leaders, educators, public officials and local entrepreneurs
1. Recruit, develop and support members to serve on a local SBDC Advisory Board
2. Liaison between the Office of Economic Development and local community for the delivery of available small business resources
3. Outreach seeking new opportunities for service delivery of SBDC products and services
4. Employ pragmatic experience and approaches to problem solving

**4.5.** The above is considered to be a minimum level of qualifications. Amended May 4, 2006, by “Addendum to SBDC Director Salary Review and Selection Criteria Policy”

**4.5.1. Addendum to SBDC Director Salary Review and Selection Criteria Policy**

**4.5.1.1.** In accordance with the U.S. SBA review of the Colorado SBDC, it was determined that the current SBDC Sub-Center Directors’ salaries are widely inconsistent. Based upon this recommendation, the SBDC Lead Center has undertaken a salary review. This information reported by each Sub-Center host institution indicates a salary disparity. The SBDC Lead Center understands the advantage of an independent salary schedule for each host institution; however, the schedules have also contributed to a broad range of existing salaries (\$50,000 to \$70,000) for Directors. Recognizing that the Directors also have a number of other factors contributing to the range of salaries, like diverse local and regional economies, the SBDC Lead Center is recommending a minimum base salary of \$50,000 for new hires. This recommendation is based in accordance with the Association of Small Business Development Centers (ASBDC) Certification Standards in that, “...The salary of an SBDC Sub-Center Director should be comparable to the annualized salaries established for similar positions in the area served by that particular Sub-Center with comparable responsibility. In educational institutions, a suggested level to consider is that of the annualized salary of an Assistant Professor, taking also into consideration the longevity of the Director in the program, and the professional background of the person who would occupy the position.”

**4.5.1.2.** The intent of this question raised by the SBA regarding salary is to assure that the SBDC Network is competing for the highest quality staff performance evaluation of SBDC Sub-Center Directors:

- 4.5.1.2.1. Demonstrated experience in business operation, manufacturing and finance;
- 4.5.1.2.2. Consulting skills appropriate to support small businesses in the development of:
  - 1. Marketing and Distribution Plans
  - 2. Business Planning and Strategy Development
  - 3. Financial Analysis
  - 4. Technology Resource Development
  - 5. Communication Skills and Leadership Abilities to Support Small Businesses
- 4.5.1.2.3. Appreciable knowledge of where to locate and how to develop resources in the areas that include:
  - 1. Manufacturing Technology Assistance
  - 2. Government Contracting and Procurement
  - 3. International Market Development
  - 4. Regulatory Compliance Issues

4.5.1.3. Criteria that include this combination of experience and skills will assist in assuring the full role of the SBDC Sub-Center Director. The role of the Sub-Center Director includes representation of the state, the local business community and the host institution; this role requires individuals with the highest possible competence. Due to the representation of various local entities the director is required to establish their primary residency in the community that the local SBDC is headquartered therein within a six month period of accepting the Director position.

4.5.1.4. Given the fact that the SBDC State Director is currently involved in the selection process of new directors and must concur with the host institution's preferred candidate selection—including the establishment of responsibilities, requirements for employment, and salary—the SBDC State Advisory Board will periodically review all job descriptions and proposed entry level salaries of newly hired Sub-Center directors in terms of the local market and the expectations of the SBA and the SBDC Advisory Board. In addition, the SBDC State Director will participate with the host institution when evaluating SBDC Sub-Center Directors' performance and salary reviews. This process will become a contractual provision of the current OBD/Host Institution "Interagency Agreement," which governs the SBDC network, effective in January of the 1997 program year.

## **5. ACCEPTANCE CRITERIA**

### **5.1. Annual and Final Report(s)**

The Sub-Center will fulfill the performance and financial reporting requirements as outlined in this Provision 5, Performance and Financial Reporting Requirements Due Dates, at the State's sole discretion. If reporting requirements are not satisfied by the deadline established in herein, penalties shall incur as follows:

- 5.1.1. 10% of the current quarterly reimbursement amount or 2.5% of the total federal grant award, whichever is higher, may be assessed against the Sub-Center for submissions 31 to 45 days after the close of the reporting period;
- 5.1.2. 20% for submissions 45 to 60 days after the close of the reporting period;
- 5.1.3. 30% for submissions 60 to 90 days after the close of the reporting period;
- 5.1.4. In the event reporting requirements are not satisfied 90 days after the close of the program year, all outstanding reimbursements may be forfeited.

### **5.2. Performance and Financial Reporting Requirements Due Date(s)**

**5.2.1. Weekly:** All center Consulting records and training records must be entered into the electronic database (CenterIC) no later than seven days after the date of occurrence.

**5.2.2. Monthly:**

**5.2.2.1.** Due by the fifth of the month following the quarterly reporting period, the Sub-Center will certify via email that all "641", "641a", "888", and impact reports information into the MIS system as per State approved management information system procedures is correct.

**5.2.3. Quarterly:**

**5.2.3.1.** The Sub-Center will submit a quarterly Grant Itemization Report, Match Itemization Report, Program Income Account Report, and Cash Not Declared as Match Report Expenditure Report with evidence of expenditures.

**5.2.3.2.** Due by the fifteenth of the month following the end of the quarter, the Sub-Center will input narrative (100, 200, etc. reportable event topics) information into the MIS system electronically. The quarterly report will summarize client consulting sessions, SBA Form 888s and a brief description of the Sub-Center activities on the SBDC quarterly narrative template. The Q1 and Q3 report quarterly activities, and the Q2 and Q4 reports will report cumulative activity.

**5.2.3.2.1.** Each training activity must be documented by completing a registration sheet and a SBA Form 888 (Management Training Report). Any program announcements must be attached to Form 888. One copy of the Form 888, a copy of the sign-in sheet, and any advertisements are to be uploaded into Center IC

**5.2.3.3.** The Center Director will provide a quarterly update to the State via electronic submission of the status of their goals based on benchmarks provided by the State and recommendations of constituent needs assessment.

**5.2.4. Semi Annually / Annually:**

**5.2.4.1.** Provide the work plan updates semi annually / annually summarized activities conducted that assist in meeting the network's three year strategic directives (template provided).

**5.2.4.2.** The Sub-center shall provide the lead center with an explanation and action plan for any performance measurements that are not on target. This is indicated by a red X in the status column of the center's balanced scorecard.

**5.2.5. Periodically:** Training activity participants must be provided with the Participant Evaluation Questionnaire. A minimum of 50% of participants must complete the evaluation for each training activity. The Sub-Center will keep the completed originals on file with Form 888. No copies are to be forwarded to the Lead Center. Evaluations will be reviewed during annual program reviews.

**6. PAYMENT – GRANT PURCHASE ORDER TERM**

Payments shall be made in accordance with the provisions set forth in the grant Purchase Order and this **Exhibit A** and are scheduled as listed above.

The State, in consideration for services to be provided by the Central CO SBDC during the term of this grant Purchase Order, shall pay the Grantee upon receipt of acceptable expense reimbursement form.

The maximum amount payable under the terms and conditions of this grant Purchase Order shall not exceed \$53,050.08. Any amount in excess of these totals, must be agreed to by both parties and must be provided by a properly executed amendment to this grant Purchase Order.

The Grantee shall begin work upon the later of the P.O. Service From Date as shown on the cover page of this P.O. or upon Grantee's acceptance of this Purchase Order. This grant Purchase Order shall terminate on December, 2019, unless sooner terminated or further extended as specified elsewhere herein.

## 7. ADMINISTRATIVE REQUIREMENTS

### 7.1 Accounting

- 7.1.1 At all times from the Start Date of this grant Purchase Order until completion of the Work, the Grantee shall maintain properly segregated books of State Grant Funds, matching funds, and other funds associated with the Work.
- 7.1.2 All receipts and expenditures associated with said Work shall be documented in a detailed and specific manner, and shall accord with the Work Budget set forth herein.
- 7.1.3 The Sub-Center shall assume responsibility for seeing that all SBDC funding is expended, accounted for and reported to the Lead Center, consistent with underlying SBA agreements, program objectives and with allowable costs addressed by 60 FR 26484, as amended by 62 FR 45934.
- 7.1.4 Adjustments of budget expenditure amounts in excess of ten percent (10%) must be authorized by the Lead Center in an amendment to this grant Purchase Order properly executed and approved pursuant to the Lead Center Fiscal Rules.
- 7.1.5 In no event shall the Lead Center's total consideration exceed the amount indicated in "Budget" above. Any in-direct cost allocations must be negotiated and approved by the Lead Center upon submission of subsequent year's budget.
- 7.1.6 Reimbursement requests must include the standard reimbursement summary sheet and supporting documentation of the amounts listed on the summary sheet, including but not limited to an original ticked general ledger from the host accounting system.

### 7.2 Monitoring

The State shall monitor this Work on an as-needed basis. The State may choose to audit the business activities performed under this grant Purchase Order. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to this grant Purchase Order. Such books and records shall contain documentation of the participant's pertinent activity under this grant Purchase Order in a form consistent with good accounting practice.

- 7.2.1. Discretionary Audit: The State, through the staff of the Lead Center, the State Auditor, or any of their duly authorized representatives, including an independent Certified Public Accountant of the State's choosing, or the federal government or any of its properly delegated or authorized representatives shall have the right to inspect, examine, and audit the Sub-Center's (and any contractor of the Sub-Center's) records, books, accounts and other relevant documents. Such a discretionary audit may be requested at any time and for any reason from the Start Date of this grant Purchase Order until three (3) years after the date final payment for the project is received by the Sub-Center. The cost of a discretionary audit will be borne by the State through the Office of Economic Development and International Trade.
- 7.2.2. Mandatory Audit: Whether or not the State calls for a discretionary audit as provided above, the Sub-Center shall provide the Lead Center copies of annual audit reports, conducted each year by the state auditor's office, as required by the Single Audit Act of 1984, Pub. L. 98-502. In addition, the Sub-Center shall supply the Lead Center with copies of all correspondence from the state auditor related to any findings relevant to the SBDC project. If the state audit reveals evidence of non-compliance with applicable requirements, or other issues pertaining to the administration of federal funds or Sub-Center funds, the Lead Center reserves the right to institute compliance, or other appropriate measures, to address audit findings.

### 7.3. Specific Terms and Conditions

#### 7.3.1. Branding

- 7.3.1.1. The purpose of this subcontract is to implement the operation of an SBDC center at the Host Institution(s). The SBDC Network, of which this center is a part, operates under guidelines prescribed by the Small Business



Administration (SBA) through its program announcement, as well as applicable statutes, regulations, and OMB Circulars. The undertaking represented by this subcontract, and similar subcontracts with other Host Institutions, is a joint effort to deliver services to the parties' customers and students. The SBA guidelines describe a system that is to be unified and consistent across the State of Colorado. Goals of the Host Institution that are consistent with the SBA guidelines are described in the annual funding application submitted by the SBDC network to the SBA; these Host Institution goals are a welcome component of the program.

- 7.3.1.2. To promote the goal of program consistency, stationery, business cards, website, social media, and all marketing material used by center personnel will carry the logo and will be in the format of those used by the Program Lead Center. The Host Institution's logo may be placed at the bottom of the stationery as part of the address.
  - 7.3.1.3. All printed materials developed or published for workshops, including program announcements, by the SBDC, whether copyrighted or not, must include the following disclaimer: "**Central CO SBDC**" is partially funded by the U.S. Small Business Administration. The support given by the U.S. Small Business Administration through such funding does not constitute an express or implied endorsement of any of the cosponsor(s)' or participants' opinions, products or services."
  - 7.3.1.4. The SBDC office will be clearly identified by strategically placed signs directing clients to the SBDC office. The Sub-Center and satellite center will install a Colorado Small Business Development Center office sign which has been approved by the Lead Center at a location that can easily be seen by members of the general public in or near the consulting site established by the Sub-Center.
- 7.3.2. Expenses incurred by the Sub-Center in association with this project prior to June 1, 2019 and after December 31, 2019 are not eligible CY2019 SBDC expenditures under this grant and shall not be reimbursed by the Lead Center.
- 7.3.3. The Sub-Center will assist in developing strategic plans for addressing appropriate SBA, state, and local priorities within the framework of the SBDC program by submitting an Annual Workplan on approved template that mirrors the Network Strategic Plan.
- 7.3.4. The Sub-Center will provide advice to the Lead Center on policy issues and SBDC program operations
- 7.3.5. The Sub-Center will assist the Lead Center in determining the needs of local small businesses and assist in economic impact assessments.
- 7.3.6. The Sub-Center will maintain and strengthen the relationships between SBDC and SCORE, local chambers of commerce, appropriate State of Colorado business development agencies (e.g. Department of Agriculture Marketing Division, International Trade Office and Minority Business Office) and other local business service organizations.
- 7.3.7. The Sub-Center will provide assistance to the Lead Center for the continuous updating of the SBDC Library Resources directory.
- 7.3.8. The Sub-Center will cross-refer clients between Sub-Centers to match their specific needs with available specialized resources (e.g. Small Business & International Trade Center and Technology Assistance and SBIR Programs.)
- 7.3.9. The Sub-Center will allow the State Director or his/her designee to participate in the process of identifying, recruiting, interviewing, hiring and reviewing the continued performance of Sub-Center directors, as per this **Exhibit A**. The SBDC State Director must concur with the selection and termination of a Sub-Center director. This participation includes the review of all resumes when requested during the hiring process, participation as a member of the hiring committee and must concur with the host institution's preferred candidate selection as outlined in Exhibit A.

- 7.3.10. The Sub-Center will notify the Lead Center of any and all unplanned out-of-state and out-of-country travel at least 30 days in advance with a written justification of the trip. It is the Lead Centers authority to approve or decline any unbudgeted out-of-state travel. Written approval for out-of-country travel must be obtained from both the Lead Center and the SBA.
- 7.3.11. The Sub-Center will provide an office conveniently located and easily accessible to the small business community. The office will have a room available for confidential consulting.
- 7.3.12. The Sub-Center will maintain a publicly listed telephone in the name of the "Colorado Small Business Development Center" (SBDC). The phone will be answered "Colorado Small Business Development Center."
- 7.3.13. The Sub-Center will be staffed and operational at least forty hours a week during normal business hours. Shutdowns exceeding one working day shall require the use of a telephone answering system for explanatory purposes.
- 7.3.14. The Sub-Center will provide adequate training and consulting services throughout the service area of the Sub-Center. The service area is defined as: Chaffee, Lake, and Park counties.
- 7.3.15. The Sub-Center will ensure that only those consulting cases that have one or more hours of consulting provided at the initial session will be reported. Continuous client files shall not remain open more than 120 days without a documented follow-up review or consulting session. The Sub-Center will maintain individual paper and computer files on each consulting case, including all documentation necessary to provide a clear audit trail.
- 7.3.16. The Sub-Center will ensure that the amount of time permitted for staff vacations and holidays will conform to the host organization's policies. Vacations will be arranged to avoid interrupting SBDC services and activities and Lead Center shall be notified of dates.
- 7.3.17. The Sub-Center will provide an adequate number of client parking spaces near the SBDC office. Parking shall be provided at no cost or at a minimal charge to the client.
- 7.3.18. The Sub-Center director will attend all statewide SBDC meetings and professional development training sessions (mandatory and budget should reflect travel for the events). The Host Institution designated representative must attend the Annual Host Meeting.
- 7.3.19. The host institution will comply with the SBDC Sub-Center Director Minimum Qualifications and Responsibilities Statement as outlined in this **Exhibit A**.
- 7.3.20. The host institution will ensure that no more than 60 days elapse without a permanent SBDC Sub-Center director on staff. Furthermore, should there be a gap between permanent Sub-Center directors, the host institution will ensure that the SBDC is appropriately staffed with qualified temporary staff and that services to clients are in no way interrupted or suspended at the Sub-Center's expense.
- 7.3.21. The host institution must provide any and all actual cash match contributions to the Sub-Center and any deficiency in this allocation must be provided by partnerships and/or fundraising activities coordinated and implemented on behalf of the Sub-Center by the host institution.
- 7.3.22. All advertising or other promotional materials developed or distributed in connection with conferences or other meetings or gatherings must contain the following statement: "Special arrangements for the handicapped will be made, if requested in advance."
- 7.3.23. The Sub-Center Director, and all Sub-Center employees, volunteers, and paid consultants must sign and abide by the applicable conflict of interest policy and Confidentiality policy established by the SBDC Lead Center. Signed copies of these forms must be received prior to new employees conducting consulting/training sessions.
- 7.3.24. The Sub-Center Director, and all Sub-Center employees, volunteers, and paid consultants must complete the mandatory consultant training modules, and any applicable standardized curriculum and modules. A submission form to the Lead Center must be sent prior to new employees conducting consulting/training sessions.
- 7.3.25. The Sub-Center director must actively participate in the monthly conference call and the electronic mail (e-mail) network.
- 7.3.26. The Sub-Center will execute the required SBA Certification Forms and Assurances provided by the Lead Center. These forms include, but are not limited to, the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: Lower Tier Covered Transactions" (SBA Temporary Form 1624).

- 7.3.27. The Sub-Center Director must submit a minimum of one nomination to the SBA Colorado District Office for the Annual SBA Small Business Awards. The nominations may be in any of the categories established by the SBA.
- 7.3.28. All Leading Edge instructors must complete a National Certification process before teaching NxLevel Curriculum. Certification must be renewed bi-annually.
- 7.3.29. All expenses equal to or exceeding a total of \$500 must be approved by the CSBDC Lead Center.
- 7.3.30. The Sub-Center Director is required to maintain and submit a current inventory list annually or upon request.
- 7.3.31. All unplanned out-of-state travel must be approved by the State Director before travel occurs.
- 7.3.32. Only sponsorships related to a training event or workshop may be accounted for in Program Income. Any other sponsorship, donation, or grant must be accounted for in Cash Match or Cash Not Declared as Match.
- 7.3.33. The program income balance should be kept under 20% of the network and sub-center total budget.

**8. WORK BUDGET**

**8.1 Matching Funds**

The Sub-Center shall provide at least 100% in match funds, with 50% cash, in support for this Project. The cash match amount described herein as \$0 must be spent by the host organization as of December 31, 2019 regardless of remaining grant balances. Other Federal Grants cannot be used as cash match towards this match agreement, nor can these match funds be used as cash match toward another grant agreement.

**8.2 Grant Funds**

U.S. SBA Fund	\$53,050.08
Cash Match Contribution	\$0.00
Direct In-Kind	\$0.00
Indirect In-Kind	\$0.00
<b>TOTAL:</b>	<b>\$53,050.08</b>

**9. TERMINATION OR EARLY TERMINATION OF GRANT PURCHASE ORDER**

In the event of early termination of this grant Purchase Order, a minimum of ninety (90) days notice must be provided by the host institution to the State Director in writing. All finished or unfinished documents and other materials will become, at the option of the State Director, SBDC Lead Center’s property. Any equipment, supplies, and furniture purchased by federal, cash match, or program income dollars becomes the property of the SBDC Network and must be delivered to the State Director within thirty (30) days after the closure of the center. The cash match contribution in the budget section of the agreement signed by the host institution is contractually obligated to be dispensed in full regardless of any remaining grant balances. In the case that the cash match contractually agreed upon is not fully dispensed, the host institution must return federal grant dollars in the amount of the remaining cash match balance not spent in order to meet the cash match contribution agreed upon. The Program Income account shall be balanced and a check written to the State of the remaining of funds in the Program Income account. Grantee shall not be relieved of any obligations to repay funds advanced as a loan, notwithstanding any termination of the grant Purchase Order for convenience. In the case of termination or non-renewal of the grant Purchase Order, the above criteria remains the close-out procedure that will be completed within ninety (90) days after December 31, 2019.

## EXHIBIT B – CODE OF FEDERAL REGULATIONS APPLICABLE

1. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 49 Code of Federal Regulations, Part 18.
2. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). [All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees]
3. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). [All contracts and sub grants for construction or repair in excess of \$2,000]
4. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). This act requires that all laborers and mechanics employed by Contractors or sub-contractors that work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor. [Construction contracts in excess of \$2,000 awarded by grantees and sub grantees when required by Federal grant program legislation]
5. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). [Construction contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers]
6. Standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). [contracts, subcontracts, and sub grants of amounts in excess of \$100,000]
7. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
8. Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, A-133, whichever is applicable.
9. The Hatch Act (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
10. U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794, and implementing regulation, 45 C.F.R. Part 80 *et seq.* These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds;
11. The Americans with Disabilities Act (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213, 47 U.S.C. 225 and 47 U.S.C. 611.
12. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). [If the Contractor is acquiring real property and displacing households or businesses in the performance of this contract]

13. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 U.S.C. 701 *et seq.*).
14. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 *et seq.* and its implementing regulation, 45 C.F.R. Part 91;
15. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.
16. And include the following:
  - a. 13 C.F.R. 130
  - b. the applicable Program Announcement
  - c. the current Notice of Award
  - d. SBA Policy Guidelines, including SBA Memoranda and SBA Policy Notices, in effect as of the beginning date of the budget period or that become effective during the term of this Agreement
  - e. SBA Administrative Guidelines, including SBA Memoranda and SBA Standard Operating Procedures, in effect as of the beginning date of the budget period or that become effective during the term of this Agreement
  - f. Colorado SBDC Policy & Procedure Manual, which are all incorporated herein and made part of this Agreement either directly or by reference

## EXHIBIT C – FEDERAL PROVISIONS

### 1. APPLICABILITY OF PROVISIONS.

- 1.1. The Contract to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.

### 2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
- 2.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
- 2.1.1.1. Awards may be in the form of:
- 2.1.1.1.1. Grants;
- 2.1.1.1.2. Contracts;
- 2.1.1.1.3. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 2.1.1.1.4. Loans;
- 2.1.1.1.5. Loan Guarantees;
- 2.1.1.1.6. Subsidies;
- 2.1.1.1.7. Insurance;
- 2.1.1.1.8. Food commodities;
- 2.1.1.1.9. Direct appropriations;
- 2.1.1.1.10. Assessed and voluntary contributions; and
- 2.1.1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 2.1.1.2. Award **does not** include:
- 2.1.1.2.1. Technical assistance, which provides services in lieu of money;
- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 2.1.1.2.3. Any award classified for security purposes; or
- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees,

Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
  - 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
  - 2.1.5.2. A foreign public entity;
  - 2.1.5.3. A domestic or foreign non-profit organization;
  - 2.1.5.4. A domestic or foreign for-profit organization; and
  - 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:

- 2.1.17.1. Salary and bonus;
- 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
- 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
- 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

### **3. COMPLIANCE.**

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.**

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

### **5. TOTAL COMPENSATION.**

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:



- 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 5.1.2. In the preceding fiscal year, Contractor received:
  - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
  - 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

## 6. REPORTING.

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract.

## 7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## 8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
  - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
    - 8.1.1.1. Subrecipient DUNS Number;
    - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
    - 8.1.1.3. Subrecipient Parent DUNS Number;
    - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
    - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
    - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
  - 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
- 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## 9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

## 11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
  - 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
  - 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
  - 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as

needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

## 12. CONTRACT PROVISIONS FOR SUBRECEPIENT CONTRACTS

12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract.

12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.1.1. During the performance of this contract, the contractor agrees as follows:

12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or 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 contracting officer setting forth the provisions of this nondiscrimination clause.

12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract 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 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 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.

12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 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, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### 13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### 14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

### 15. EVENT OF DEFAULT.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

## EXHIBIT D – FINANCIAL REPORTING SCHEDULE

### Definitions

The following terms are used herein shall be construed, interpreted, and/or referenced as follows unless the context otherwise expressly requires a different construction and interpretation:

**Grant Estimate** means the estimated amount of grant funds spent by the Sub-Center that the OEDIT owes the Sub-Center for the specified time period. This estimate does not need back-up documentation. This can come in the form of an email to the Deputy Director of Finance. The Sub-Center will not be reimbursement for this amount. This is an estimate for record-keeping only.

**Reimbursement Request and Quarterly Reports** means the final, signed reports for each of the SBDC tracked accounts: Grant, Cash Match, Program Income, Cash Not Declared as Match and Leading Edge. The Sub-Center will be reimbursed for the grant expense reported in this request, once the amounts for all accounts is reviewed and confirmed by the Lead Center.

**Detailed Back-Up Documentation** means the detailed original general ledger of the host institution that is ticked by the Sub-Center illustrating expenses by account and line item.

### Financial Reporting Schedule

	<i>What is being submitted</i>	<i>Due Date</i>	<i>Type of Submission</i>
Q2 Reimbursement Request and Quarterly Reports	Apr-June Grant, Cash Match, Program Income Cash Not Declared As Match & Leading Edge	July 15, 2019	One Signed Copy of Reimbursement Request with detailed back-up documentation.
Q3 Reimbursement Request and Quarterly Reports	July-Sept Grant, Cash Match, Program Income Cash Not Declared As Match & Leading Edge	October 15, 2019	One Signed Copy of Reimbursement Request with detailed back-up documentation.
Q4 Reimbursement Request and Quarterly Reports	Oct-Dec Grant, Cash Match, Program Income Cash Not Declared As Match & Leading Edge	January 15, 2020	One Signed Copy of Reimbursement Request with detailed back-up documentation.

**Memorandum of Understanding and Cooperative Agreement  
Between Chaffee County, Lake County, and Park County**

This Memorandum of Understanding and Cooperative Agreement (“MOU”) is entered into this 24th day of September 2019, by and between the County Commissioners for Chaffee, Lake, and Park Counties (individually referred to as a “County” or “Party” and collectively referred to as the “Counties” or the “Parties”). This MOU shall be effective for an initial term from August 1, 2019 through December 31, 2022, and may be extended by agreement of the Parties. The name of the sub region shall be called the Central Mountain Small Business Development Center.

**RECITALS**

- A. The Colorado Small Business Development Center Network (“CSBDC”) is dedicated to helping existing and new businesses grow and prosper in Colorado by providing free and confidential consulting, technical assistance, and no- or low-cost training programs.
- B. The CSBDC wishes to establish an Chaffee-Lake-Park SBDC Sub-Center (“Sub-Center”) under the Central Colorado SBDC (“Lead Center”) for the Counties to provide a region-wide platform to advance economic development according to the terms of the “Memorandum of Understanding Between the Central CO SBDC and Surrounding Counties/Partners” between the CSBC and the Counties, attached hereto as “Exhibit A” and herein incorporated by reference.
- C. The Counties desire to foster a vibrant, diverse, and resilient economy oriented toward attracting, retaining, and growing jobs, which includes supporting small businesses and entrepreneurs through regional collaboration and partnerships.
- D. The Counties have determined that establishing a Small Business Development Sub-Center (“Sub-Center”) shall further these goals.
- E. The Counties understand that the Sub-Center is intended to serve the Counties as a region in support of the Governors Office of Economic Development and International Trade (OEDIT), based upon demand, irrespective of each County’s size or financial contribution under this MOU, provided each County fulfills its below obligations.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the provisions of this MOU, the Parties agree as follows:

1. **Obligations of the Parties.** In accordance with the terms of the Small Business Improvement Center Act Grant Program (“Grant”) and the Statement of Work attached hereto as Exhibit A and herein incorporated by reference, and contingent upon receipt of the funding specified under the Grant, the Counties agree to the obligations set forth below:

- a. **Chaffee County shall, consistent with the Statement of Work:**
    - i. Serve as the Grantee and Administrator of the Grant and be ultimately responsible for following and implementing all Grant requirements, including but not limited to all fiscal obligations under the Grant.
    - ii. Deploy Grant funds to hire, train, and supervise the Sub-Center Director, who shall be an employee of Chaffee County.
      - 1. During the first year of operations, the Sub-Center Director shall hold at least biweekly status meetings to which representatives of all Counties shall be invited to participate. Participation may be in-person or videoconference, but provisions shall always be made for participation via teleconference. After the first year of operation, the status meetings may become monthly.
    - iii. Provide workspace for the Sub-Center Director.
    - iv. Contribute at least 60% of the required matching funds per calendar year, to be used directly to fund Sub-Center programming and services.
    - v. Cooperate in the promotion of and referral of small businesses to all Sub-Center services, programming, and activities within Chaffee County, regardless of the location of such services.
  - b. **Lake County shall:**
    - i. Contribute at least 20% of the required matching funds per calendar year, to be used directly to fund Sub-Center services.
    - ii. Contribute satellite workspace for the Sub-Center Director to use when in Lake County.
    - iii. Collect data as required under the Grant specific to Lake County and submit to Chaffee County at least ten (10) days prior to the deadline established for reports requiring such data under the Grant.
    - iv. Cooperate in the promotion of and referral of small businesses to Sub-Center programming and activities within Lake County, regardless of the location of such services.
  - c. **Park County shall:**
    - i. Contribute at least 20% of the required matching funds per calendar year, to be used directly to fund Sub-Center services.
    - ii. Contribute satellite workspace for the Sub-Center Director to use when in Park County.
    - iii. Collect data as required under the Grant specific to Park County and submit to Chaffee County at least one week prior to the deadline established for reports requiring such date under the Grant.
    - iv. Cooperate in the promotion of and referral of small businesses to all Sub-Center programming and activities within Park County, regardless of the location of such services.
2. **Benefits to the Parties.** Regardless of the size, location, or financial contribution of each County under this MOU, the Counties shall each be eligible to receive the same level of business development services described in Exhibit A based on the demand for such services within each County.



3. **Financial Obligations and Indemnification.** The Counties' obligations under this MOU are contingent upon sufficient appropriations and authorization being made by the CSBDC for the performance period of the MOU. Each County's decisions as to provision of financial appropriations in support of the Sub-Center shall be within such County's sole discretion and, once made, shall be accepted by the other Parties to this MOU as final. Should a County be unable to provide its agreed financial appropriation in support of the Sub-Center during the term of this MOU, unless otherwise agreed among all the Parties, the non-contributing County shall be considered to have withdrawn from this MOU, in which event the remaining Counties shall be entitled to continue performance of their obligations hereunder and receipt of any benefits therefore. The Counties further each agree to indemnify, defend and hold each other County, its agents and employees harmless from and against any third party claim, liability, loss, and expense (including without limitation actual damages, awards, settlement amounts, and reasonable legal fees) asserted against the other Counties that results from any action by the indemnifying County, its agents or employees.
4. **Entirety of Agreement.** Notwithstanding Exhibit A attached hereto, this MOU represents the entire agreement between the Parties and supersedes all prior and contemporaneous discussions, representations, or agreements, whether written electronic, oral or by course of conduct. Further, no modification to the terms of this MOU is effective unless amended in writing and signed by authorized representatives of all the Parties.
5. **Compliance with the Law.** The Counties shall comply with all applicable laws, ordinances, and codes of the United States, State of Colorado, and local governments.
6. **Notices.** All notices related to this MOU shall be sent to the following addresses:

Chaffee County  
Attn: County Administrator  
104 Crestone, Ave. POB 699  
Salida, CO 81201

Lake County  
Attn: County Commissioners  
PO Box 964  
Leadville, CO 80461

Park County  
Attn: Tom Eiseman  
856 Castello Ave  
Fairplay, CO 80440

7. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
8. **Termination.** A Party may terminate this MOU upon Ninety (90) days advance written notice to the other Parties. This MOU may be extended through mutual written agreement of all Parties.

**[Signatures appear on the following page.]**

**IN WITNESS WHEREOF**, the Parties hereto have signed and sealed this Memorandum of Understanding and Cooperative Agreement as the duly authorized act and deed of their respective entities as of the day and year first above written.

**Chaffee County**

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

Its: \_\_\_\_\_

**Lake County**

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

Its: \_\_\_\_\_

**Park County**

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

Its: \_\_\_\_\_

**EXHIBIT A**

STATEMENT OF WORK ATTACHED