



# Strategic Alliance Memorandum

*with the*

**United States Small Business Administration**

*and the*

**California High-Speed Rail Authority**

## **I. PURPOSE**

The United States Small Business Administration (SBA) and the **California High-Speed Rail Authority (Authority)** are joined by a common mission; **helping start, maintain, and expand small businesses.** The Parties will work together in the spirit of cooperation and open communications, consistent with law, with the primary goal of meeting the needs of the small business community.

**The California High-Speed Rail Authority (Authority), is a non-profit, is an independent agency in the State of California established by Proposition 1A, is responsible for planning, designing, building and operation of the first high-speed rail system in the nation. By 2029, the system will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of over 200 miles per hour. The system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the state's 21st century transportation needs.**

The mission of the SBA is to aid, counsel, assist and protect the interests of small business by providing financial, contractual and business development assistance and advocating on their behalf within the government. SBA district offices deliver SBA programs and services to the public. Each Party has separate services and resources which, when delivered in coordination with each other, will provide maximum benefits to the small business communities served.

The purpose of this Strategic Alliance Memorandum (SAM) is to develop and foster mutual understanding and a working relationship between the SBA and the **Authority** in order to strengthen and expand small business development in the local area. The Parties acknowledge that specific joint training and outreach activities contemplated under this SAM require further negotiations and a separate signed agreement developed pursuant to SBA's cosponsorship authority. Nothing in this SAM permits the **Authority** to use the SBA logo or seal. The "U.S. Small Business Administration" name shall be used only in a factual manner, consistent with applicable law, and shall not promote or endorse any products or services of any entity including but not limited to the **Authority**.

In order to further their common goals, the Parties agree to the following:

## II. SCOPE AND RESPONSIBILITIES

### **SBA Undertakings:**

Within the limits of its available and/or appropriated resources, the SBA through its **Region 9 District Offices: San Francisco, Los Angeles, Santa Ana, Sacramento, Fresno, Nevada, Hawaii, San Diego, Arizona and Guam** will:

- Provide the **Authority** with up-to-date information about SBA's programs and services.
- Make available, upon request, information regarding SBA's resource partners, including but not limited to, the Small Business Development Centers (SBDCs), SCORE, and the Women's Business Centers (WBCs) (collectively, "SBA's Resource Partners").
- Make available, upon request and subject to their availability, SBA pamphlets, brochures, and other publications.
- Advise the **Authority** of events that may impact its mission.
- Provide speakers, consistent with SBA rules and policy, to participate in **Authority's** workshops, conferences, seminars and other activities to discuss SBA financing, government contracting and other business topics.
- Invite **Authority's** clients/members to attend local SBA-sponsored events and offer SBA-sponsored training at **Authority's** location when appropriate.
- Provide a text-only hyperlink from SBA's website to **Authority's** website pursuant to SBA's linking policies.
- Provide information to **Authority's** staff on SBA programs and services available to local small businesses.
- Assign a local point of contact to serve as liaison between SBA and **Authority**.

### **California High-Speed Rail Authority Undertakings:**

Within the limits of its available resources, the **Authority** will:

- Cooperate with SBA's Resource Partners to provide information to its clients/members about business development services to small businesses when appropriate.
- Keep abreast of and disseminate up-to-date information provided by SBA when appropriate.
- Make available to its clients/members SBA pamphlets, brochures, and other publications.
- Inform **Authority's** small business clients/members of SBA's programs and services including referrals to SBA's Resource Partners when appropriate.
- Upon request, provide speakers for SBA-sponsored events when appropriate.
- Provide a text-only hyperlink from **Authority's** website to SBA's website.
- Assign a local point of contact to serve as liaison between **Authority** and SBA.

**III. TERM**

Cooperation under this SAM will commence upon signing by both Parties and will continue for a period of two years from date of signature unless otherwise terminated by one or both Parties as per paragraph V below.

**IV. AMENDMENT**

The Parties agree to consult each other on any amendment, modification or clarification to the provisions of this SAM. This SAM may only be amended or modified in writing and shall be consistent with applicable laws, regulations and SBA policy.

**V. TERMINATION**

Either Party may discontinue its participation under this SAM at any time, with or without cause, upon thirty (30) days written notice to the other Party.

**VI. RELATIONSHIP**

This SAM does not authorize the expenditure of any funds. Accordingly, this SAM shall not be interpreted as creating any binding legal obligations between the Parties nor shall it limit either Party from participating in similar activities or arrangements with other entities. Nothing contained herein shall be construed to create any association, partnership, joint venture or relation of principal or agent or employer and employee with respect to **Authority** and SBA.

**VII. RESPONSIBLE OFFICIALS**

The responsible officials and points of contact for administrative matters pertaining to this SAM are:

**California High-Speed Rail Authority:    U.S. Small Business Administration:**

Robert Padilla  
Small Business Advocate  
770 L Street, Suite 800  
Sacramento, CA 95814  
(916) 324-8384  
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Carlos G. Mendoza  
District Director  
Fresno District Office  
801 R Street, Suite 201  
Fresno, CA 93721  
(559) 487-5791  
[carlos.mendoza@sba.gov](mailto:carlos.mendoza@sba.gov)

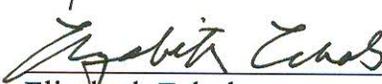
**VIII. SIGNATURES**

The signatories below represent that they have the authority to make such commitments on behalf of their respective organization:

**U.S. Small Business Administration:**

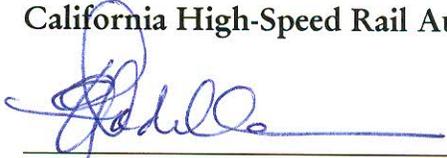
  
\_\_\_\_\_  
Mina Wales, Director of Strategic Alliance

5-7-13  
Date

  
\_\_\_\_\_  
Elizabeth Echols  
Regional Administrator, Region 9

4-12-13  
Date

**California High-Speed Rail Authority:**

  
\_\_\_\_\_  
Robert Padilla, Small Business Advocate

4-12-13  
Date