

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Economic Development and Financing Corporation, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its California Microbusiness Covid-19 Relief Grant Program Services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Exhibit E	California Microbusinesses Covid-19 Relief Grant Program Agreement

The term of this Agreement shall be from January 25, 2022 to December 30, 2022.

The compensation payable to CONTRACTOR hereunder shall not exceed one hundred five thousand two hundred fifty dollars (\$105,250) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Darce Antle 2/18/2022  
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2910

Line Item: 862189 Proj DR303

Grant: ☒ Yes ☐ No

Grant No.: CalOSBA

CONTRACTOR/COMPANY NAME:

By: 


NAME AND ADDRESS OF CONTRACTOR:

Economic Development and Financing Corporation

208 South Oak Street, Ste B

Ukiah, CA 95482

COUNTY OF MENDOCINO

By:   
TED WILLIAMS, Chair  
BOARD OF SUPERVISORS

Date: 3/16/2022


ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By:   
Deputy 3/16/2022

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By:   
Deputy 3/16/2022

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Matthew Kiedrowski  
Deputy


Date: 02/18/2022

INSURANCE REVIEW:

By:   
Risk Management

Date: 02/18/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By:   
Deputy CEO

Date: 02/18/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: \_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.



- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
  - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482  
Attn: Darcie Antle

To CONTRACTOR: Economic Development and Financing Corporation  
208 South Oak Street, Ste B  
Ukiah, CA 95482

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and



other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should

abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its California Microbusiness Covid-19 Relief Grant Program Services shall not exceed \$105,250 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter

thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD



Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## **EXHIBIT A**

### **DEFINITION OF SERVICES**

The County of Mendocino has been awarded the California Microbusiness Covid-19 Grant Program from the California Office of the Small Business Advocate.

CONTRACTOR shall provide the following services to administer the grant program to microbusinesses that have been significantly impacted by Covid-19 pandemic:

1. Distribute the grant funds in the amount of \$2,500 to qualified microbusinesses in conformance with the provisions of Exhibit E California Microbusinesses Covid-19 Relief Grant Program Agreement.
2. Acknowledge the California Office of the Small Business Advocate in program materials as required by Exhibit E California Microbusinesses Covid-19 Relief Grant Program Agreement
3. Provide a written performance report within 90 days of contract start date and subsequent reports every 60 days until all funds have been allocated. Reports shall identify the number of applications received, number of grant awards made, the outreach and technical assistance provided by which partner organization, and in-languages services. Reports shall, to the extent that the information is available, include the number of applications, grant awards, and the dollar amounts awarded in each of the following categories: (A) Race and ethnicity (B) Women owned (C) Veteran owned (D) Located in a rural area (E) County.
4. Adhere to the project scope and all requirements as described in Exhibit E California Microbusinesses Covid-19 Relief Grant Program Agreement.

[END OF DEFINITION OF SERVICES]

## **EXHIBIT B**

### **PAYMENT TERMS**

COUNTY will pay CONTRACTOR as per the following instructions:

1. Upon execution of the agreement, COUNTY shall disburse the amount of Eighty Seven Thousand Four Hundred Dollars and Seventy Three Cents (\$87,400.73) to CONTRACTOR to be disbursed to qualified microbusinesses pursuant to the provisions of this Agreement.

2. Administrative expenditures of CONTRACTOR shall not exceed Seventeen Thousand Eight Hundred Fifty Dollars (\$17,850) for administering this Agreement. Administrative expenditures of CONTRACTOR shall be for the tasks and amounts specified in Exhibit D – Budget Detail, of the Exhibit E California Microbusinesses Covid-19 Relief Grant Program Agreement.

CONTRACTOR shall submit invoices to COUNTY on a monthly basis for reimbursement of administrative costs. COUNTY shall process complete invoices for payment within thirty (30) days after COUNTY approves the invoices.

2. All funds shall be expended by December 20, 2022. Any funds remaining after December 20, 2022 shall be remitted back to the COUNTY.

Payments under this Agreement shall not exceed \$105,250 for the term of this agreement.

[END OF PAYMENT TERMS]

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]



## EXHIBIT D

### MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email [Auditorap@mendocinocounty.org](mailto:Auditorap@mendocinocounty.org).

Additional information regarding the Bank of America Program is also available at:

[http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm\\_mmc=sb-general-\\_vanity\\_-sg01vn000r\\_epayablesvendors-\\_na](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general-_vanity_-sg01vn000r_epayablesvendors-_na)



Exhibit E

**EO# 22-15**

**Grant Agreement # MBCRG2022-C07**

1. This Agreement is entered into between the State Agency and the Grant Recipient named below:

STATE UNIT/AGENCY NAME

CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT

GRANT RECIPIENT NAME

COUNTY OF MENDOCINO

2. The term of this Agreement is:

January 21, 2022 through December 30, 2022

3. The maximum grant amount for this Agreement is:

\$109,250.73

One Hundred Nine Thousand Two Hundred Fifty Dollars and Seventy-Three Cents

4. The parties agree to comply with the terms and conditions of the following Agreement including exhibits which are by this reference made a part of this Agreement.

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

GRANT RECIPIENT	
GRANT RECIPIENT'S NAME County of Mendocino	
BY (Authorized Signature)  x. 	DATE SIGNED  1/25/2022
PRINTED NAME AND TITLE OF PERSON SIGNING  Darcie Antle, Assistant CEO	
ADDRESS  501 Low Gap Road, Room 1010, Ukiah CA 95482	
STATE OF CALIFORNIA	
STATE UNIT/AGENCY NAME CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT	
BY (Authorized Signature)  x.  <small>Tara Lynn Gray (Jan 25, 2022 10:34 PST)</small>	DATE SIGNED  Jan 25, 2022
PRINTED NAME AND TITLE OF PERSON SIGNING Tara Lynn Gray, Director, California Office of the Small Business Advocate	
ADDRESS 1325 J Street, Suite 1800, Sacramento, CA 95814	

**CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE**  
**CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM AGREEMENT**

This California Microbusiness Covid-19 Relief Grant Program Grant Agreement (hereinafter referred to as the "AGREEMENT") dated Jan 25, 2022 is entered into by and between COUNTY OF MENDOCINO (hereinafter "RECIPIENT"), and the Office of the Small Business Advocate within the Governor's Office of Business and Economic Development (hereinafter, "CalOSBA"), hereafter jointly referred to as the "parties" or individually as the "party."

- A. **WHEREAS**, CalOSBA is the sponsor and the manager of this award issued to the RECIPIENT under Agreement Number MBCRG2022-C07 ("Award");
- B. **WHEREAS**, CalOSBA desires to retain RECIPIENT to perform and/or manage services as described in the 2021 Program Announcement to administer the Program in MENDOCINO county, assisting qualified microbusinesses that have been significantly impacted by the COVID-19 pandemic with grants in the amount of \$2,500 to each eligible microbusiness that is selected for an award;
- C. **WHEREAS**, RECIPIENT is an eligible grantmaking entity, defined for Round 1 of the Program Announcement as a county government that is able to receive State funds, has a demonstrated ability to deliver or partner with established platforms or networks of small business technical assistance providers and other trusted community messengers for fast and effective distribution of funds to COVID-impacted, disadvantaged communities, and underserved small business groups, has demonstrated capacity for regional/local implementation to ensure all regional geographies throughout the designated county can access the Program, has demonstrated experience with developing and managing grant and/or loan programs, and is able to meet all deadlines as outlined in Exhibit F, California Microbusiness Covid-19 Relief Grant Program Announcement ("Program Announcement");
- D. **WHEREAS**, "Eligible grantmaking entity" means a county, or if a county applicant is not available, a nonprofit or consortium of nonprofit community-based organizations, exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, with a mission that includes economic or business development support for California's underserved businesses and entrepreneurs;
- E. **WHEREAS**, all parties acknowledge that this AGREEMENT and the Award are only available to entities eligible for the California Microbusiness Covid-19 Relief Grant Program; as described in Exhibit F ("Program Announcement");

F. **WHEREAS**, CalOSBA desires to retain RECIPIENT to perform and/or manage services as specified in Exhibit B (“Scope of Work and Performance Metrics”) and intends to compensate RECIPIENT for such services, as described in Exhibit D (“Budget Detail”) and RECIPIENT desires to be retained by CalOSBA to perform and/or manage such services as described set forth in Exhibit B and to be compensated as set forth in Exhibit D;

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

1. **Recitals.** The parties acknowledge and agree that the recitals are true and accurate and are hereby incorporated by reference into this AGREEMENT.
2. **Performance Metrics.** RECIPIENT shall be responsible for the results and progress described in the Scope of Work and Performance Metrics, which is attached and incorporated as Exhibit B.
3. **Term of Agreement.** The period of performance of this AGREEMENT shall be from January 21, 2022 – December 30, 2022.
4. **Compensation.** The RECIPIENT is entitled to up to \$109,250.73 (one hundred nine thousand two hundred fifty dollars and seventy-three cents) as shown in Exhibit D for the Term of this AGREEMENT.
5. **Delivery.** All materials, services, and/or deliverables required under this AGREEMENT must be completed and delivered to CalOSBA on or before December 30, 2022.
6. **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 Program Announcement and budget outlined in the AGREEMENT, including the attached exhibits.
7. **Third-party contracts.** RECIPIENT acknowledges that additional third-party contracts in which RECIPIENT seeks to enter, beyond the scope of the original approved budget, must be approved in writing by CalOSBA prior to execution.
8. **Knowledge and expertise.** 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.
9. **Performance.** RECIPIENT acknowledges that failure to comply with this AGREEMENT may affect future funding opportunities from CalOSBA.
10. **Definitions**
  - A. “County” means one of the 58 California county jurisdictions.  
“Qualified microbusiness” means an entity that meets and self-certifies, under penalty of perjury, all of the following criteria:
    - i. Prior to December 31, 2019, the microbusiness began its operation and was legally operating since that time, including being registered with the California Secretary of State, if required.
    - ii. The microbusiness is currently active and operating, or has a clear plan to reopen when the state permits reopening of the business.



- iii. The microbusiness was significantly impacted by COVID-19 pandemic, as evidenced by at least a 10% reduction in revenue from the 2019 to 2020 taxable years.
  - iv. The microbusiness had less than fifty thousand dollars (\$50,000) in revenues in the 2019 taxable year.
  - v. The microbusiness currently has fewer than five full-time equivalent employees and had fewer than five full-time equivalent employees in the 2019 and 2020 taxable years.
  - vi. The microbusiness is not a business excluded from participation in the California Small Business COVID-19 Relief Grant Program, as specified in paragraph (2) of subdivision (f) of Government Code Section 12100.82.
- B. “Qualified microbusiness owner”** means an individual that meets and self-certifies, under penalty of perjury, all of the following criteria:
- i. The microbusiness owner is the majority-owner and manager of the qualified microbusiness.
  - ii. The microbusiness owner’s primary means of income in the 2019 taxable year was the qualified microbusiness.
  - iii. The microbusiness owner did not receive a grant under the California Small Business COVID-19 Relief Grant Program.
  - iv. The microbusiness owner can demonstrate their eligibility as a “qualified microbusiness owner” by providing the fiscal agent with a government issued photo identification (state, domestic, or foreign), and documentation that includes the owner’s name and may include, but is not limited to, the following:
    - 1. A local business permit or license or
    - 2. A bank statement or
    - 3. A tax return or
    - 4. Additional documentation to verify a microbusiness is a “qualified microbusiness”, as deemed appropriate by the fiscal agent.
- C. Eligible Use of Funds**
- i. Applicant Organization for Round 1
    - 1. Grants to eligible microbusinesses in the amount of \$2,500.
    - 2. Administrative costs to implement Program; compensation to Intermediary may not exceed the lesser of 20% or \$300,000.  
Administrative costs may include, subject to CalOSBA approval:
      - a. Personnel salaries, benefits & recruitment.
      - b. Call center expenses.
      - c. Program related technology, tools, supplies, and materials (i.e. website development and hosting, banking software, etc.).
      - d. Marketing, legal, and outreach services.
  - ii. Grantees: Qualified microbusiness.

1. The grantmaking entity shall require a microbusiness owner who is a recipient of a grant pursuant to this Program to self-certify that grant funds will be used for one or more of the following eligible uses:
  - a. The purchase of new certified equipment including, but not limited to, a cart.
  - b. Investment in working capital.
  - c. Application for, or renewal of, a local permit including, but not limited to, a permit to operate as a sidewalk vendor.
  - d. Payment of business debt accrued due to the COVID-19 pandemic.
  - e. Costs resulting from the COVID-19 pandemic and related health and safety restrictions, or business interruptions or closures incurred as a result of the COVID-19 pandemic, as defined in subdivision (l) of Section 12100.83.

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

A. "Funded in part through a Grant from the California Office of the Small Business Advocate."

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

B. "Funded in part through a Grant from the California Office of the Small Business Advocate. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the California Office of the Small Business Advocate."

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

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

Failure to comply with the publicity and acknowledgement constitutes poor performance and may affect future funding opportunities from CalOSBA.

- 12. Termination of Agreement.** Either party may terminate this AGREEMENT upon thirty (30) calendar days advance written notice to the other party. Upon termination of this AGREEMENT, CalOSBA agrees to compensate RECIPIENT for all allowable, unavoidable, expenses reasonably incurred by RECIPIENT in the performance of its work under this AGREEMENT prior to the date of termination. RECIPIENT agrees to complete services and/or provide required deliverables through the date of termination.
- 13. 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 other obligation by a party to perform pursuant to the terms and conditions of this AGREEMENT. Nor shall said waiver be construed as a continuing waiver of the original breach.
- 14. Assignment.** No part of this AGREEMENT may be assigned by either party without the prior written consent of both parties.
- 15. Amendments.** CalOSBA may amend this AGREEMENT if necessary as a result of external factors. This Agreement may only be amended or modified in writing and signed by all parties.
- 16. Invoicing and Reporting Requirements.** RECIPIENT must provide the required reports to CalOSBA by the established deadlines in Exhibit F, "Program Announcement" and as shared by CalOSBA following signature of this agreement. Failure to file timely reports will be tracked for grant performance and may result in withholding reimbursements, termination, and could affect future requests for funding.

**A. Reporting Requirements.** RECIPIENT or its authorized representative must submit performance reports during the Period of Performance. The first written report shall be made within 90 days of the funds being awarded and the second and subsequent report shall be provided every 60 days until all funds allocated to each county have been awarded. Reports shall identify by county, the number of applications received, the number of grant awards made, the outreach and technical assistance provided and by which partner organization, and in-language services. Reports shall, to the extent that the information is available, include the number of applications, grant awards, and the dollar amounts awarded for each county in each of the following categories: (A) Race and ethnicity (B) Women owned (C) Veteran owned (D) Located in a rural area (E) County. CalOSBA will post each report on its internet website and provide an electronic copy of the information to the relevant fiscal and policy committees of the Legislature. The final report of program outcomes is due within fifteen (15) days after Program close and all final grant awards disbursement. CalOSBA will provide RECIPIENT with a detailed reporting schedule and templates no later than 45 days before the first reporting deadline.

**B. Invoicing Requirements.** Following execution of the agreement, RECIPIENT will receive an upfront payment for the total amount to disburse through grants to eligible micro businesses as well as 75% of the administrative costs. Remaining administrative costs will be

processed with a final payment to be held until all disbursements have been made and final reports have been submitted and approved.

- 17. Payment.** CalOSBA agrees to pay approved invoices within forty-five (45) calendar days of receipt. In no event shall the RECIPIENT request reimbursement from CalOSBA for obligations entered into or for costs incurred prior to the commencement date or after the expiration date of this AGREEMENT. Invoices shall be paid upon satisfactory completion of AGREEMENT work and submittal of 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, including any requests for additional information and documentation from CalOSBA. All Award Funds shall be used solely for the purpose of performing the work as set forth in this AGREEMENT.
- 18. Indemnification/Warranty Disclaimer/Limitation of Liability.** RECIPIENT shall defend, indemnify and hold CalOSBA, 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' breach of this AGREEMENT, or the result of RECIPIENT'S or its agents' or assigns' willful misconduct or gross negligence in connection with this AGREEMENT. UNDER NO CIRCUMSTANCES WILL THE STATE OF CALIFORNIA, CALOSBA, ITS AGENTS OR EMPLOYEES, BE LIABLE TO RECIPIENT FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE FROM THIS AGREEMENT, UNLESS CALOSBA ENGAGES IN WILLFUL MISCONDUCT OR IS GROSSLY NEGLIGENT IN CONNECTION WITH THIS AGREEMENT.
- 19. Force Majeure.** If by reason of force majeure the RECIPIENT's performance of obligations pursuant to this AGREEMENT are 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.
- 20. Notice of Force Majeure.** RECIPIENT agrees to give CalOSBA written notice of an event of force majeure under this Paragraph as soon as possible, but no later than within ten (10) calendar days of the commencement of such event and within ten (10) calendar days after the termination of such event, unless the Force Majeure prohibits RECIPIENT from reasonably giving notice within this period.
- 21. Public Records.** RECIPIENT acknowledges that CalOSBA is subject to the California Public Records Act (PRA) (Government Code section 6250 et seq.). This AGREEMENT and materials submitted by RECIPIENT to CalOSBA may be subject to a PRA request, except in the event that such documents submitted to CalOSBA are considered confidential information and exempt under the PRA. In the event records of the RECIPIENT are requested through a PRA, CalOSBA 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. CalOSBA will work in good faith with the RECIPIENT to protect the

information to the extent an exemption is provided by law.

- 22. 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, religion/creed, sex/gender (including pregnancy, childbirth, breastfeeding or related medical condition), sexual orientation or gender identity/expression, ancestry/national origin, age (40 or older), marital status, disability (mental and physical), medical condition, genetic information, military or veteran status.
- 23. Retention of Records.** RECIPIENT agrees to maintain and preserve all records related to this AGREEMENT for three (3) years after the end of the AGREEMENT or after AGREEMENT termination. RECIPIENT agrees to permit CalOSBA's duly authorized representatives to have access to and to examine and audit any pertinent materials, including but not limited to books, documents, papers, and records related to this AGREEMENT.
- 24. Audit / Review of Records.** 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 CalOSBA and its representatives to verify performance metrics and determine the proper application and use of all funds paid to or for the account or benefit of the RECIPIENT. RECIPIENT agrees that CalOSBA may request that the applicant provide details relating to the source and amount of nonstate local match funds.
- 25. Severability.** Should any part, term, or provision of this AGREEMENT be declared or determined by any court or other tribunal or appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term, or provision shall be deemed stricken and severed from this AGREEMENT. Any and all other terms of this AGREEMENT shall remain in full force and effect.
- 26. Applicable Law and Consent to Jurisdiction.** This AGREEMENT will be governed, construed, and enforced according to the laws of the State of California without regard to its conflict of laws rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state court located within Sacramento County, State of California in connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.
- 27. Attorneys' Fees.** In the event of any litigation between the parties concerning the terms and provisions of this AGREEMENT, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.
- 28. 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.
- 29. 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.



- 30. 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, (d) by electronic communication with confirmed receipt required, or (e) 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.
- 31. 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.
- 32. Entire Agreement.** This AGREEMENT, including any referenced attachments, exhibits, appendices and references, constitutes the entire AGREEMENT and supersedes any other written or oral representations, statements negotiations, or agreements with respect to the Award described herein.
- 33. 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 – California Office of the Small Business Advocate’s Logo
  - b. Exhibit B – Scope of Work and Performance Metrics
  - c. Exhibit C - Partnership Agreements
  - d. Exhibit D – Budget Detail
  - e. Exhibit E – Letter of Designation
  - f. Exhibit F – Program Announcement

## Exhibit A – California Office of the Small Business Advocate Logo



Click here to download CalOSBA GO-Biz Logos: [CalOSBA GO-Biz Toolkit](#)

END EXHIBIT A

## **Exhibit B – Scope of Work and Performance Metrics**

This establishes the scope of work and metrics for each grantmaking entity during the California Microbusiness Covid-19 Relief Grant Program.



## CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

### GRANTMAKING ENTITY

### REQUEST FOR PROPOSALS - ROUND 1

The purpose of this announcement is to solicit applications from California's 58 county governments as eligible grantmaking entities to administer a grant program for their county and distribute \$2,500 grants to eligible microbusinesses impacted by COVID-19 and related health and safety restrictions.

Opening Date: Monday, October 11, 2021

Closing Date: Thursday, November 30, 2021 by 5:00 PM PST

**Proposals submitted after the stipulated deadline will be rejected without being evaluated with no exceptions.**

Office of the Small Business Advocate (CalOSBA)  
Governor's Office of Business and Economic  
Development 1325 J Street, Suite 1800  
Sacramento, CA  
95814 [calosba.ca.gov](http://calosba.ca.gov)  
Phone: 1-877-345-4633

Label each attachment and submit in the order listed.

1. Proposal saved as submitted .pdf
2. Budget saved and submitted as .xls – [Download template HERE](#)
3. Process Flow chart saved as .pdf (Intake through disbursement)



4. Partnership Contracts/Agreements - Minimum of four fully-executed active agreements verifying partnership with microbusiness technical assistance organizations, nonprofits, trusted community partners, and community-based organizations that are key to reaching underserved microbusinesses. Saved and submitted as a single combined .PDF)
5. Organization Chart (Including partner roles) saved and submitted as .PDF – [download example HERE](#)
6. Fiscal Agent Agreement saved and submitted as .PDF
7. Letter of designation signed by County Board of Supervisors or Chief Administrative Officer saved and submitted as .PDF
8. Completed and signed STD.204 Payee Data Record Form saved and submitted as .PDF– download this form at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>
9. Completed and signed STD.21 Drug-Free Workplace Certification saved and submitted as .PDF – download this form at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std021.pdf>

## Proposal

### SECTION I: Applicant Information

Legal Name of Applicant:	County of Mendocino
DBA (if applicable):	
Employer/Taxpayer Identification Number:	94-6000520
Organizational DUNS (if available):	078770880
Mailing Address (and physical address if it is different):	501 Low Gap Road, Room 1010 Ukiah, CA 95482
Street 1:	501 Low Gap Road, Room 1010
Street 2:	
City:	Ukiah
County:	Mendocino
State:	California Only
Zip Code:	95482
Name and Contact Information of person to be contacted regarding this application:	
First and Last Name:	Xuyen Ung
Title:	Principal Administrative Analyst
Telephone Number:	707-234-6077
Email:	ungx@mendocinocounty.org
Website:	www.mendocinocounty.org



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Signature of Contact (E-signature is acceptable)

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11/30/2021

Date

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

## SECTION II: Narrative

Narrative responses must not be more than fifteen (15) pages total (including cover page but not including required attachments), double-spaced, one-inch margin, Times New Roman, 12 point. Total points available is 75.

1. Applicant Experience/Past Performance: Describe in detail the applicant's experience with designing, developing, and managing grant or loan programs and especially similar COVID-19 grant relief programs. Include examples of prior programs administered with related performance and impact measures. Highlight experience in effectively providing outreach and serving underserved small business groups and disadvantaged socio-economic communities including undocumented and limited- English speaking. Please validate ability to scale equitably across the county. (5 points)

Since March 13, 2020, when the White House issued a proclamation declaring a national emergency concerning the Novel Coronavirus Disease ("COVID-19") outbreak and Governor Gavin Newsom announced a Shelter in Place order to combat and slow the spread of COVID-19 the County of Mendocino has designed, developed and managed a variety of COVID-19 Grant Relief programs.

In September 2020, the county created a reimbursement grant program to disburse \$500,000 of federal COVID funds into the microbusiness community. The county contracted with West Business Development Center (West Center), to create a program which included the development of two grant programs, MendoCares Business Recovery Grants (\$350,000) and MendoCares Business & Innovation Grants (\$150,000). To ensure equity across the region and reach the 24% of the Spanish speaking population in the county, all outreach materials were produced in English and Spanish. These materials included a detailed Notice of Award (NOFA) that established all eligibility requirements with links to the application portal. Additional outreach included press releases, newspaper advertising, FAQs, flyers, social media, Public Service Announcements (PSAs), radio interviews and presentations at all local Municipal Advisory Council meetings. Additionally, free training programs were offered to assist with digital literacy on uploading and preparing documents to be included in

the grant application. The MendoCares Business Recovery fund awarded 89 recipients with an average award of \$3,900. The MendoCares Business & Innovation grant awarded 35 recipients with an average award of \$4,200.

2. Proposed Program Design & Implementation: Provide full detail of proposed Microbusiness COVID-19 Relief Grant Program Design including Application, Awards Process, Grant distribution method, and the prevention of fraud, waste, and abuse. This should include details on how the applicant will develop and implement the program including specifics on an outreach and marketing plan, translation/interpretation, vetting, certification, self-attestation, validation, and approval processes (including any required documentation and timing), disbursement process, inquiries, partner management, reporting and compliance processes. Applicants with prior experience implementing similar grant programs to small businesses should provide an example(s) of prior processes, including but not limited to examples above, to prevent fraud, waste, and abuse. Applicants will be required to submit a flow chart and other relevant visuals or diagrams of Program design and grants administration process including sample application process to further define the Proposed program design (see Attachment 2 in Section 3 below) (13 points).

The County of Mendocino's Microbusiness COVID-19 Relief Grant Program will consist of three phases and will be designed in collaboration with the Economic Development & Financing Corporation (EDFC) as they will serve as the grant administrators.

Phase I: PRE-AWARD will include the planning and framework development for the grant program. First, program goals and objectives will be developed and grant terms and conditions established. EDFC will utilize and could incorporate into this program the CDBG Household Income verification form, and the 641 U.S. Small Business Administration Counseling Information Form to prevent fraudulent activity. A draft Notice of Funding Opportunity (NOFO) will be created. A grant evaluation rubric will be developed to ensure applicants adhere to program requirements and funds are disbursed equitably. An online grant application portal and reporting requirements will be designed for both English and Spanish-speaking applicants. The system for the payout of grant funds and reporting procedures will be established. The marketing plan, including partner outreach, will be

outlined.

During Phase II: AWARD the NOFO will be published in both English and Spanish. The marketing plan will be activated and applications solicited. The online grant portal will open and remain accessible for 30 days. Technical assistance in both English and Spanish will be provided to assist with the technical aspects of the grant application. A grant review and selection committee will be appointed and trained on the scoring rubric. Once recipients are identified, grantees will be entered into a database for tracking and reporting purposes, and award notifications will be issued. Public announcements will be made identifying the grant recipients.

During Phase III: POST-AWARD grant funds will be disbursed and a monitoring review process will be established to support grantees. A review audit will be conducted to confirm correct organizational information and accurate W9 details. Any uncorroborated details will be resolved and any unexpended funds will be recaptured. Grant reports will be required from recipients and a final report will be prepared and submitted.

Detailed Outreach and Marketing Plan: Proposed outreach and marketing to reach hard-to-reach populations within the county. Include specific resources to aid in outreach efforts, detail top ten languages spoken in county and include plan to engage using in-language resources, trusted community networks, specific media outlets, methods, or platforms (7 points).

<b>Marketing Mix</b>				
<b>CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM</b>				
<b>Round 1</b>				
<b>Local website</b>	<a href="http://www.mendocinocalifornia.org">www.mendocinocalifornia.org</a>	<a href="http://www.edfc.org">www.edfc.org</a>	<a href="http://www.westcenter.org">www.westcenter.org</a>	<a href="http://www.communityfound.org">www.communityfound.org</a>
<b>Promotions</b>				
<b>Message</b>	You may be eligible for COVID-19 Grant relief fund			
<b>Voice</b>	Professional but Accessible			
<b>Social Organic:</b>	FB, Insta, LinkedIn, Twitter, YouTube			
<b>Social Paid</b>	Boosted Ads			
<b>Newsletter</b>	Message TBD and distributed to all news outlets			
<b>Radio: PSA</b>	KOZT, KZYX, KGUA			
<b>Articles:</b>	UDJ, Advocate, Beacon, Willits Weekly, AVI			



<b>Presentations</b>	
<b>Partner outreach</b>	<b>Digital Toolbox: all pertinent information for promotion and distribution of application solicitations</b>

The two primary languages spoken in Mendocino County are English and Spanish. Any marketing and grant materials will be made available in both languages. The grant opportunity will be advertised by the County of Mendocino, who will issue a press release announcing the new grant opportunity. Information about the grant and the link to the online grant portal will be made available on both organization's websites and through newsletters. The marketing mix will include local articles and advertising through print, radio and digital publications. These include local newspapers such as Al Punto (Spanish-language publication), Ukiah Daily Journal, Willits News, Willits Weekly, Fort Bragg Advocate, Mendocino Beacon, Independent Coast Observer (Gualala), Mendocino County Observer (Laytonville), Anderson Valley Advertiser and Mendocino Voice (digital publication). Public Service Announcements (PSAs) will be created in English and Spanish and live interviews conducted in both English and Spanish will be broadcast on stations such as KZYX (the county's public radio station), KWINE (Inland), KOZT-the Coast, KGUA (Gualala), KTDE (Gualala), and KYBU (Covelo). Social media messaging and ads will be created in English and Spanish and will be shared by community-based organizations such as Ukiah Vecinos en Accion and the Mendocino LatinX Alliance.

### 3. Strategic Partnership Plan:

- a. In addition to grantmaking entity and fiscal agent, other partners are expected to be included in Program design (Section 3), please describe applicant's additional local external partnerships that will be deployed to achieve Program targets and desired outcomes. Examples of local external partnerships include nonprofits, community-based organizations, business associations, small business technical assistance centers, and trusted community messengers. Please describe how the applicant has worked successfully with microbusiness ecosystems, external partners and technical assistance providers to ensure microbusinesses applying for grants are connected to resources. (10 points)
- b. Further, describe how the applicant will leverage its partners and networks to better reach underserved small business groups including undocumented immigrants, street vendors, and limited-English business owners. (10 points)

Please include in your Strategic Partnership Plan 3a and 3b above how you will include and leverage local microbusiness and small business networks to support Program efforts, especially marketing and outreach to reduce implementation costs.

The County of Mendocino has a long history of partnering with community-based organizations to distribute funds into the community, including EDFC, West Business Development Center, the Community Foundation of Mendocino County, and North Coast Opportunities, among others.

4. Program Implementation Schedule: Proposed schedule for this Program with detailed schedule of grant distribution and ability achieve disbursement of funds to target group with strong administrative and to security controls within time allotted by November 30, 2022. (5 points)

Phase I: PRE-AWARD will take place from January 1-April 30, 2022. Timeline objectives will include the planning and framework development for the entire grant program, including required attachments, scoring rubric, systems for grant payouts and a draft NOFO. The online grant application portal will be designed and the marketing plan will be established.

During Phase II: AWARD, May 1-July 31, 2022, the NOFO will be published in both English and Spanish. The marketing plan will be implemented and applications solicited. The online grant portal will open on July 1 and will remain accessible for 30 days until July 31, 2022. Technical

assistance will be provided and a grant review panel will be appointed. Once recipients are identified award notifications will be issued and public announcements made.

Phase III: POST-AWARD, August 1-September 30, 2022, grant funds will be disbursed and a monitoring review process will be established to support grantees. A review audit will be conducted. Grant reports will be required from recipients and a final report will be prepared and submitted.

5. Program Management/Staffing Plan: Provide key management and staffing plan to achieve proposed implementation schedule. Please include summary bios highlighting relevant experience in grants management, financial oversight, and knowledge/expertise in microbusiness, LMI communities and underserved small business groups. (5 points)

The County of Mendocino staff will provide financial oversight of the grant process as well as reporting on the outcomes and disbursement on the grant applicants/approvals. EDFC's Lending Manager, Robert Gernert will utilize his knowledge of CDFI lending, that gives particular experience to working directly with LMI and underserved small businesses. Along with experience in previous grant programs to implement and execute the grant program. In the two years working at EDFC, Robert has established a good reputation working with the counties small business community, providing over \$3 million in loans disbursed. He has also co-managed the CARES Act Grant funding for Lake County which disbursed \$1.2 million to qualified grant applicants in late 2020. Robert has also sat on the review panel for all rounds of Mendocino Counties, MendoCares Business Recovery Grants (\$350,000) and MendoCares Business & Innovation Grants (\$150,000). Assisting with the implementation of the 35 potential grants will be EDFC staff member Stacey Caico, the Development Manager. Stacey also sat on the review panel for Mendocino Counties recent business grant programs and has over 12 years of prior experience working directly with small business in Mendocino County through The Workforce Alliance of the North Bay.

6. Budget and Financial Management Systems:
  - a. Budget narrative to support the proposed budget submitted as Attachment 1 in Section III below (8 points)
  - b. **Financial management and controls narrative (8 points)**
  - c. Identify Fiscal Agent and include any fees associated with them (4 points)

6a. The budget proposed for the County of Mendocino's Microbusiness COVID-19 Relief Grant Program, will seek to be as streamlined and simplified as possible as to not cause confusion and clearly plot the expectations and deliverables for all parties involved. Initially the County of Mendocino will utilize \$4,000 of the administrative budget in order to provide oversight of the program and reporting requirements, estimated at 2 hrs/month for January-November 2022. Secondly, EDFC as the Fiscal Agent will utilize an estimated \$1,178 to implement the Good Grants.com subscription based online grant portal which was previously used in CARES grant funding programs. EDFC will also have a budget of \$16,172 in order to develop, prepare, implement and disburse approximately 35 grants, equally \$462 dollars per grant at an estimated 6 hours of total time spent per application. To round out the budget, there will be roughly \$500 used to print developed marketing materials and also pay for "boosted ads" through digital media channels.

6b. The financial management and controls will be a shared responsibility between the County of Mendocino and EDFC. The County of Mendocino will act as a safeguard to the funding awarded by ensuring that EDFC is holding to the budget prior to releasing funds. EDFC will also utilize a review panel for grant applications in order to ensure all required eligibility criteria are met and equitable distribution of funds is achieved. EDFC will generate a report prior to final grant disbursement to the County of Mendocino in order to verify program goals have been achieved.

### SECTION III: Attachments

Label each attachment and submit in the order listed.

10. Proposal saved as submitted .pdf

11. Budget saved and submitted as .xls – [Download template HERE](#)
12. Process Flow chart saved as .pdf (Intake through disbursement)



13. Partnership Contracts/Agreements - Minimum of four fully-executed active agreements verifying partnership with microbusiness technical assistance organizations, nonprofits, trusted community partners, and community-based organizations that are key to reaching underserved microbusinesses. Saved and submitted as a single combined .PDF)
14. Organization Chart (Including partner roles) saved and submitted as .PDF – [download example HERE](#)
15. Fiscal Agent Agreement saved and submitted as .PDF
16. Letter of designation signed by County Board of Supervisors or Chief Administrative Officer saved and submitted as .PDF
17. Completed and signed STD.204 Payee Data Record Form saved and submitted as .PDF– download this form at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>
18. Completed and signed STD.21 Drug-Free Workplace Certification saved and submitted as .PDF – download this form at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std021.pdf>

## END ##

## **Exhibit C – Partnership Agreements**

This establishes the Partnership Agreements for each grantmaking entity during the California Microbusiness Covid-19 Relief Grant Program.

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF MENDOCINO AND ECONOMIC DEVELOPMENT AND FINANCING  
CORPORATION

**A. INTRODUCTION:**

This Memorandum of Understanding (MOU) is made and entered into by and between THE COUNTY OF MENDOCINO and ECONOMIC DEVELOPMENT AND FINANCING CORPORATION for the implementation of the California Microbusiness Covid-19 Relief Grant Program.

**B. PURPOSE:**

The California Microbusiness COVID-19 Relief Grant Program (MBCRG) was created in 2021 to assist qualified microbusinesses that have been significantly impacted by the COVID-19 pandemic in California. The MBCRG Program provides approximately fifty million dollars (\$50,000,000) in one-time grant funding to administer a Request for Proposal (RFP) for eligible grant-making entities. Mendocino County has been allocated \$109,250.73.

The purpose of this MOU is to establish and maintain an effective working relationship and to specify the commitments made by the parties, the County of Mendocino (COUNTY) and Economic Development and Financing Corporation (EDFC) in the implementation of the MBCRG grant.

**C. TERMS OF MOU:**

The term of the MOU shall be when signed by both parties (the "Effective Date"), and shall continue through December 31, 2022.

In the event the MBCRG grant gets extended, the COUNTY and EDFC will extend the term of this MOU.

**D. GENERAL PROVISIONS:**

The terms of this MOU can be amended at any time by mutual agreement of both parties, by calling a meeting to redefine terms and/or conditions. Said amendment must be in writing and signed by both parties.

This MOU may be terminated by either party upon thirty (30) days written notice of intention and termination.

This document and any attachments hereto constitute the entire MOU between the parties.

This MOU shall be binding upon the parties and/or their successors and shall be enforced under the laws of the State of California.

**E. RELATIONSHIP OF PARTIES:**

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, or employer-employee between parties.

The County's role is the grant-making entity and fiscal agent. EDFC is the designated sub-grantee to administer funds to small businesses. In the event the grant is approved, the County and EDFC will enter into a standard service agreement.

#### **F. SCOPE OF WORK:**

COUNTY shall perform the following duties:

- 1) Oversight and reporting to the MBCRG.
- 2) Acts as the fiscal agent. "Fiscal agent" means eligible grant-making entity or a designated representative of the eligible grant-making entity selected by the office from among eligible grant-making entities to administer the California Microbusiness COVID-19 Relief Program funds in a county. The fiscal agent is the entity that administers the California Microbusiness Covid-19 Relief Program for the county and enters into a grant-making agreement with the State.
- 3) Submit the application for MBCRG by the November 30, 2021 deadline.
- 4) Design verification processes and self-certifications and attestations to ensure eligibility and equitable distribution and limit misuse of state funds.
- 5) Provide all grant funds to EDFC in a lump sum to be distributed. EDFC shall return any unused funds to COUNTY is not distributed by November 30, 2022.
- 6) Enter into MOUs/ partnership agreements with local microbusiness technical assistance organizations, nonprofits, trusted community partners, and community-based organizations that are key to conducting outreach and marketing to reach underserved microbusinesses.

EDFC shall perform the following duties:

- 1) Administer funds to the qualified microbusiness businesses according to MBCRG requirements by November 30, 2022 at 5:00 PM PST.
- 2) Perform marketing, outreach, and technical assistance.
- 3) Assist with preparing the MBCRG grant application.
- 4) Assist the County in designing verification processes and self-certifications and attestations to ensure eligibility and equitable distribution and limit misuse of state funds.
- 5) Develop a tracking system and maintain data for key outreach activities, number of applications received, number of grant awards made, outreach and technical assistance provides (and by which partners), in-languages services provided. EDFC will supply the data to County every 60 days until all funds are allocated.

6) Develop a tracking system and maintain data for race and ethnicity, women owned, veteran owned, and location in a rural area or program participants. EDFC will supply the data to County every 60 days until all funds are allocated.

#### **G. ALTERNATIVE DISPUTE RESOLUTION AND ATTORNEY'S FEES AND COSTS:**

Both parties agree to engage in alternative dispute resolution to resolve any conflicts that may arise. Parties must engage in good faith negotiation; if there is not resolution, parties will share the cost to engage a trained mediator to help them resolve the dispute. Only after exhausting negotiation and mediation may either party engage in litigation. If any court action is necessary to interpret or enforce the terms of this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief that such party may be entitled.

#### **H. INDEMNIFICATION:**

To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Economic Development and Financing Corporation shall assume the defense of, indemnify, and hold harmless the County of Mendocino, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with Economic Development and Financing Corporation's performance or its obligations under this MOU, unless arising out of the sole negligence or willful misconduct of the County of Mendocino. "Economic Development and Financing Corporation's performance" includes Economic Development and Financing Corporation's action or inaction and the action or inaction of Economic Development and Financing Corporation's officers, employees, agents and subcontractors.

#### **I. COMPLIANCE WITH APPLICABLE LAWS:**

Both parties shall comply with any and all state and local laws affecting the services covered by this MOU.

#### **J. NOTICES:**

Notices shall be given at the following locations:

Economic Development and Financing Corporation  
208 South Oak Street, Ste B  
Ukiah, CA 95482  
Attn: Robert Gernert

County of Mendocino  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482  
Attn: Darcie Antle

In witness whereof, this Memorandum of Understanding has been executed as of the date signed:

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

Darce Antle 11/30/2021

DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 2910

Line Item: 862189 DR620

Grant: Yes No

Grant No.: CalOSBA

**CONTRACTOR/COMPANY NAME**

By: Robert Gernert Robert Gernert

Date: 11/24/2021

**NAME AND ADDRESS OF CONTRACTOR:**

Economic Development and Financing Corporation

208 South Oak Street, Ste B

Ukiah, CA 95482

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF MENDOCINO AND THE COMMUNITY FOUNDATION OF  
MENDOCINO COUNTY

**A. INTRODUCTION:**

This Memorandum of Understanding (MOU) is made and entered into by and between COUNTY OF MENDOCINO and Community Foundation of Mendocino County for outreach and marketing to reach underserved microbusinesses for the California Microbusiness Covid-19 Relief Grant Program.

**B. PURPOSE:**

The California Microbusiness COVID-19 Relief Grant Program (MBCRG) was created in 2021 to assist qualified microbusinesses that have been significantly impacted by the COVID-19 pandemic in California. The MBCRG Program provides approximately fifty million dollars (\$50,000,000) in one-time grant funding to administer a Request for Proposal (RFP) for eligible grant-making entities. Mendocino County has been allocated \$109,250.73.

The purpose of this MOU is to establish and maintain an effective working relationship and to specify the commitments made by the parties, the County of Mendocino (COUNTY) and Community Foundation of Mendocino County (Community Foundation) in conducting outreach and marketing to reach underserved microbusinesses for the MBCRG grant.

This partnership agreement is to satisfy the grant requirement to submit a minimum of four fully-executed active agreements verifying partnership with microbusiness technical assistance organizations, nonprofits, trusted community partners, and community-based organizations that are key to conducting outreach and marketing to reach underserved microbusinesses.

**C. TERMS OF MOU:**

The term of the MOU shall be when signed by both parties (the "Effective Date"), and shall continue through December 31, 2022.

In the event the MBCRG grant gets extended, the COUNTY and Community Foundation will extend the term of this MOU.

**D. GENERAL PROVISIONS:**

The terms of this MOU can be amended at any time by mutual agreement of both parties, by calling a meeting to redefine terms and/or conditions. Said amendment must be in writing and signed by both parties.

This MOU may be terminated by either party upon thirty (30) days written notice of intention and termination.

This document and any attachments hereto constitute the entire MOU between the parties.



This MOU shall be binding upon the parties and/or their successors and shall be enforced under the laws of the State of California.

**E. RELATIONSHIP OF PARTIES:**

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, or employer-employee between parties.

The County's role is the grant-making entity and fiscal agent. Community Foudnation is the designated partner in conducting outreach and marketing to reach underserved microbusinesses.

**F. SCOPE OF WORK:**

COUNTY shall perform the following duties:

- 1) Oversight and reporting to the MBCRG.
- 2) Acts as the fiscal agent. "Fiscal agent" means eligible grant-making entity or a designated representative of the eligible grant-making entity selected by the office from among eligible grant-making entities to administer the California Microbusiness COVID-19 Relief Program funds in a county. The fiscal agent is the entity that administers the California Microbusiness Covid-19 Relief Program for the county and enters into a grant-making agreement with the State.
- 3) Enter into agreements with a sub grantee to distribute the funds to qualified microbusiness.

Community Foundation shall perform the following duties:

- 1) Conduct outreach and marketing to target underserved microbusiness, specifically businesses owned by women, minorities, veterans, individuals without documentation, individuals with limited English proficiency, and business owners located in low-wealth and rural communities.

**G. ALTERNATIVE DISPUTE RESOLUTION AND ATTORNEY'S FEES AND COSTS:**

Both parties agree to engage in alternative dispute resolution to resolve any conflicts that may arise. Parties must engage in good faith negotiation; if there is not resolution, parties will share the cost to engage a trained mediator to help them resolve the dispute. Only after exhausting negotiation and mediation may either party engage in litigation. If any court action is necessary to interpret or enforce the terms of this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief that such party may be entitled.

**H. INDEMNIFICATION:**

To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Community Foundation shall assume the defense of, indemnify, and hold harmless the County of Mendocino, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever

alleged to be occurring or resulting in connection with Community Foundation's performance or its obligations under this MOU, unless arising out of the sole negligence or willful misconduct of the County of Mendocino. "Community Foundation's performance" includes Community Foundation's action or inaction and the action or inaction of Community Foundation's officers, employees, agents and subcontractors.

**I. COMPLIANCE WITH APPLICABLE LAWS:**

Both parties shall comply with any and all state and local laws affecting the services covered by this MOU.

**J. NOTICES:**

Notices shall be given at the following locations:

Community Foundation of Mendocino County  
204 South Oak Street  
Ukiah, CA 95482  
Attn: Megan Barber Allende

County of Mendocino  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482  
Attn: Darcie Antle

In witness whereof, this Memorandum of Understanding has been executed as of the date signed:

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

Darce Antle

11/30/2021

DEPARTMENT HEAD

DATE

Budgeted: Yes No

Budget Unit: 2910

Line Item: 862189

Grant: Yes No

Grant No.: CalOSBA

**CONTRACTOR/COMPANY NAME**

By: 

Date: 11/30/21

**NAME AND ADDRESS OF CONTRACTOR:**

Community Foundation of Mendocino County

204 South Oak Street

Ukiah, CA 95482

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF MENDOCINO AND NORTH COAST OPPORTUNITIES**

**A. INTRODUCTION:**

This Memorandum of Understanding (MOU) is made and entered into by and between THE COUNTY OF MENDOCINO and North Coast Opportunities for outreach and marketing to reach underserved microbusinesses for the California Microbusiness Covid-19 Relief Grant Program.

**B. PURPOSE:**

The California Microbusiness COVID-19 Relief Grant Program (MBCRG) was created in 2021 to assist qualified microbusinesses that have been significantly impacted by the COVID-19 pandemic in California. The MBCRG Program provides approximately fifty million dollars (\$50,000,000) in one-time grant funding to administer a Request for Proposal (RFP) for eligible grant-making entities. Mendocino County has been allocated \$109,250.73.

The purpose of this MOU is to establish and maintain an effective working relationship and to specify the commitments made by the parties, the County of Mendocino (COUNTY) and North Coast Opportunities (NCO) in conducting outreach and marketing to reach underserved microbusinesses for the MBCRG grant.

This partnership agreement is to satisfy the grant requirement to submit a minimum of four fully-executed active agreements verifying partnership with microbusiness technical assistance organizations, nonprofits, trusted community partners, and community-based organizations that are key to conducting outreach and marketing to reach underserved microbusinesses.

**C. TERMS OF MOU:**

The term of the MOU shall be when signed by both parties (the "Effective Date"), and shall continue through December 31, 2022.

In the event the MBCRG grant gets extended, the COUNTY and NCO will extend the term of this MOU.

**D. GENERAL PROVISIONS:**

The terms of this MOU can be amended at any time by mutual agreement of both parties, by calling a meeting to redefine terms and/or conditions. Said amendment must be in writing and signed by both parties.

This MOU may be terminated by either party upon thirty (30) days written notice of intention and termination.

This document and any attachments hereto constitute the entire MOU between the parties.

This MOU shall be binding upon the parties and/or their successors and shall be enforced under the laws of the State of California.

#### **E. RELATIONSHIP OF PARTIES:**

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, or employer-employee between parties.

The County's role is the grant-making entity and fiscal agent. NCO is the designated partner in conducting outreach and marketing to reach underserved microbusinesses.

#### **F. SCOPE OF WORK:**

COUNTY shall perform the following duties:

- 1) Oversight and reporting to the MBCRG.
- 2) Acts as the fiscal agent. "Fiscal agent" means eligible grant-making entity or a designated representative of the eligible grant-making entity selected by the office from among eligible grant-making entities to administer the California Microbusiness COVID-19 Relief Program funds in a county. The fiscal agent is the entity that administers the California Microbusiness Covid-19 Relief Program for the county and enters into a grant-making agreement with the State.
- 3) Enter into agreements with a sub grantee to distribute the funds to qualified microbusiness.

NCO shall perform the following duties:

- 1) Conduct outreach and marketing to target underserved microbusiness, specifically businesses owned by women, minorities, veterans, individuals without documentation, individuals with limited English proficiency, and business owners located in low-wealth and rural communities.

#### **G. ALTERNATIVE DISPUTE RESOLUTION AND ATTORNEY'S FEES AND COSTS:**

Both parties agree to engage in alternative dispute resolution to resolve any conflicts that may arise. Parties must engage in good faith negotiation; if there is not resolution, parties will share the cost to engage a trained mediator to help them resolve the dispute. Only after exhausting negotiation and mediation may either party engage in litigation. If any court action is necessary to interpret or enforce the terms of this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief that such party may be entitled.

#### **H. INDEMNIFICATION:**

To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), NCO shall assume the defense of, indemnify, and hold harmless the County of Mendocino, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with NCO's performance or its obligations under this MOU,

unless arising out of the sole negligence or willful misconduct of the County of Mendocino. "NCO's performance" includes NCO's action or inaction and the action or inaction of NCO's officers, employees, agents and subcontractors.

**I. COMPLIANCE WITH APPLICABLE LAWS:**

Both parties shall comply with any and all state and local laws affecting the services covered by this MOU.

**J. NOTICES:**

Notices shall be given at the following locations:

North Coast Opportunities  
413 North State Street  
Ukiah, CA 95482  
Attn: Patty Bruder

County of Mendocino  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482  
Attn: Darcie Antle

In witness whereof, this Memorandum of Understanding has been executed as of the date signed:

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

Darce Antle 11/30/2021

DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 2910

Line Item: 862189 DR620

Grant: ☒ Yes ☐ No

Grant No.: CalOSBA

**CONTRACTOR/COMPANY NAME**

By: Gatty Bruder

Date: 11/29/21

**NAME AND ADDRESS OF CONTRACTOR:**

North Coast Opportunities

413 North State Street

Ukiah, CA 05482



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF MENDOCINO AND WEST BUSINESS DEVELOPMENT CENTER**

**A. INTRODUCTION:**

This Memorandum of Understanding (MOU) is made and entered into by and between THE COUNTY OF MENDOCINO and West Business Development Center for outreach and marketing to reach underserved microbusinesses for the California Microbusiness Covid-19 Relief Grant Program.

**B. PURPOSE:**

The California Microbusiness COVID-19 Relief Grant Program (MBCRG) was created in 2021 to assist qualified microbusinesses that have been significantly impacted by the COVID-19 pandemic in California. The MBCRG Program provides approximately fifty million dollars (\$50,000,000) in one-time grant funding to administer a Request for Proposal (RFP) for eligible grant-making entities. Mendocino County has been allocated \$109,250.73.

The purpose of this MOU is to establish and maintain an effective working relationship and to specify the commitments made by the parties, the County of Mendocino (COUNTY) and West Business Development Center (West) in conducting outreach and marketing to reach underserved microbusinesses for the MBCRG grant.

This partnership agreement is to satisfy the grant requirement to submit a minimum of four fully-executed active agreements verifying partnership with microbusiness technical assistance organizations, nonprofits, trusted community partners, and community-based organizations that are key to conducting outreach and marketing to reach underserved microbusinesses.

**C. TERMS OF MOU:**

The term of the MOU shall be when signed by both parties (the "Effective Date"), and shall continue through December 31, 2022.

In the event the MBCRG grant gets extended, the COUNTY and West will extend the term of this MOU.

**D. GENERAL PROVISIONS:**

The terms of this MOU can be amended at any time by mutual agreement of both parties, by calling a meeting to redefine terms and/or conditions. Said amendment must be in writing and signed by both parties.

This MOU may be terminated by either party upon thirty (30) days written notice of intention and termination.

This document and any attachments hereto constitute the entire MOU between the parties.

This MOU shall be binding upon the parties and/or their successors and shall be enforced under the laws of the State of California.

#### **E. RELATIONSHIP OF PARTIES:**

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, or employer-employee between parties.

The County's role is the grant-making entity and fiscal agent. West is the designated partner in conducting outreach and marketing to reach underserved microbusinesses.

#### **F. SCOPE OF WORK:**

COUNTY shall perform the following duties:

- 1) Oversight and reporting to the MBCRG.
- 2) Acts as the fiscal agent. "Fiscal agent" means eligible grant-making entity or a designated representative of the eligible grant-making entity selected by the office from among eligible grant-making entities to administer the California Microbusiness COVID-19 Relief Program funds in a county. The fiscal agent is the entity that administers the California Microbusiness Covid-19 Relief Program for the county and enters into a grant-making agreement with the State.
- 3) Enter into agreements with a sub grantee to distribute the funds to qualified microbusiness.

West shall perform the following duties:

- 1) Conduct outreach and marketing to target underserved microbusiness, specifically businesses owned by women, minorities, veterans, individuals without documentation, individuals with limited English proficiency, and business owners located in low-wealth and rural communities.

#### **G. ALTERNATIVE DISPUTE RESOLUTION AND ATTORNEY'S FEES AND COSTS:**

Both parties agree to engage in alternative dispute resolution to resolve any conflicts that may arise. Parties must engage in good faith negotiation; if there is not resolution, parties will share the cost to engage a trained mediator to help them resolve the dispute. Only after exhausting negotiation and mediation may either party engage in litigation. If any court action is necessary to interpret or enforce the terms of this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief that such party may be entitled.

#### **H. INDEMNIFICATION:**

To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), West shall assume the defense of, indemnify, and hold harmless the County of Mendocino, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with West's performance or its obligations under this MOU,

unless arising out of the sole negligence or willful misconduct of the County of Mendocino. "West's performance" includes West's action or inaction and the action or inaction of West's officers, employees, agents and subcontractors.

**I. COMPLIANCE WITH APPLICABLE LAWS:**

Both parties shall comply with any and all state and local laws affecting the services covered by this MOU.

**J. NOTICES:**

Notices shall be given at the following locations:

West Business Development Center  
345 North Franklin Street  
Ukiah, CA 95482  
Attn: Mary Anne Petrillo

County of Mendocino  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482  
Attn: Darcie Antle

In witness whereof, this Memorandum of Understanding has been executed as of the date signed:

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

Darce Antle

11/30/2021

DEPARTMENT HEAD

DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 2910

Line Item: 862189 DR620

Grant: ☒ Yes ☐ No

Grant No.: CalOSBA

**CONTRACTOR/COMPANY NAME**

By: M. Petrelli

Date: 11/22/21

**NAME AND ADDRESS OF CONTRACTOR:**

West Business Development Center

345 North Franklin Street

Fort Bragg, CA 95437

## **Exhibit D – Budget Detail**

The spreadsheet establishes the budget for each grantmaking entity during the California Microbusiness Covid-19 Relief Grant Program.

**CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM**  
**Grant Administrator - Proposed Budget Summary**

Description	Estimated Costs
Proposed Administrative Budget - County 1	\$ 21,850.00
Proposed Eligible Microbusiness Grants Budget - County 1	\$ 87,400.73
<b>Total Proposed Budget</b>	<b>\$ 109,250.73</b>

**CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM**

Grantmaking Entity - Proposed Budget Detail

COUNTY NAME Mendocino

Total allocation \$ 109,250.73

Staff Implementation: Personnel Salaries + Benefits		Estimated Cost
Mendocino County Administration- 2 hour/month program management and reporting (Jan-November 2022)	\$	4,000.00
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Program Related Technology, Tools, Supplies & Materials		
Good Grants.com online application portal- Comprehensive online grant software to allow for ease of use and reporting. Cost based on 60 days of Subscription use @ \$589/month.	\$	1,178.00
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Marketing & Outreach Expenses		
Print materials- Costs of print ads and disbursed material by partner organizations around the County and cities.	\$	250.00
Digital advertising- Costs associated with multiple "boosted" advertisements via Social Media Channels.	\$	250.00
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Other/Contractual Expenses		
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
County and/or nonprofit as fiscal agent		
EDFC Program Administration/Technical Assistance- Phase 1 : Preparation of materials and grant reporting, Phase 2: Implementation of 35 grant awards, Phase 3: disbursement and reporting to Mendocino County to close out Grant award. Estimated administrative cost: \$462 per grant awarded @ 6 hours per grant applicant.	\$	16,172.00
<b>Total Administrative Cost Request</b>	<b>\$</b>	<b>21,850.0</b>
		Admin Cost does not exceed 20% or \$300,000
Eligible Small Business Subgrants		
Estimated # of Eligible Microbusinesses Served		35
Estimated Dollar Amount of Eligible Microbusiness Subgrants	\$	87,400.73
<b>Total Proposed Budget</b>	<b>\$</b>	<b>109,250.73</b>

**GUIDANCE**

All costs proposed in an applicant's budget must meet the tests of allow-ability, allot-ability, and reasonableness. Applicants must provide extensive line-item detail on all aspects of Program administrative costs required. Administrative costs must be essential to the effective implementation and performance outcomes of the program. Expenses may not include items like staff bonuses, office space, new equipment and fixtures, etc.

The State is seeking competitive proposals with platform efficiencies to reduce the cost and maximize grants awarded to eligible microbusinesses. All costs must be justified in detail

Awarded grantmaking entity may be subject to a full audit.

Additional lines may be inserted above as needed.

For applications that will serve multiple counties, please fill out one budget detail sheet for each county. Copy tabs as needed to reach the desired number of counties.

**Exhibit E – Letter of Designation**





# COUNTY OF MENDOCINO

## Executive Office

CARMEL J. ANGELO  
CHIEF EXECUTIVE OFFICER  
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November 30, 2021

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

RE: Letter of Designation

To whom this concern:

This letter serves to fulfill the Letter of Designation requirement per the California Microbusiness Covid-19 Relief Grant Program Request for Proposals.

As Assistant Chief Executive Officer, I have the designated authority to approve grant applications and I approve this application to be submitted for your consideration.

Please feel free to contact Principal Administrative Analyst Xuyen Ung at 707-234-6077 or [ungx@mendocinocounty.org](mailto:ungx@mendocinocounty.org) if you have any questions.

Sincerely,

Darcie Antle  
Assistant CEO  
County of Mendocino

## Exhibit F –Program Announcement



### CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

#### GRANTMAKING ENTITY

#### REQUEST FOR PROPOSALS - ROUND 1

The purpose of this announcement is to solicit applications from California's 58 county governments as eligible grantmaking entities to administer a grant program for their county and distribute \$2,500 grants to eligible microbusinesses impacted by COVID-19 and related health and safety restrictions.

**Opening Date:** Monday, October 11, 2021

**Closing Date:** Tuesday, November 30, 2021 by 5:00 PM PST

Amended November 9, 2021

Proposals submitted after the stipulated deadline will be rejected without being evaluated with no exceptions.

Office of the Small Business Advocate (CalOSBA)  
Governor's Office of Business and Economic Development  
1325 J Street, Suite 1800  
Sacramento, CA 95814  
[calosba.ca.gov](http://calosba.ca.gov)

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## Introduction

The California Microbusiness COVID-19 Relief Grant Program (MBCRG) was created in 2021 to assist qualified microbusinesses that have been significantly impacted by the COVID-19 pandemic in California. Existing law (Government Code Section 12100.83) requires CalOSBA to make grants to assist qualified small businesses negatively affected by the COVID-19 pandemic, in accordance with specified criteria, including geographic distribution based on COVID-19 restrictions and industry sectors most impacted by the pandemic, among other things.

The California Microbusiness COVID-19 Relief Grant Program was enacted by Senate Bill No. 151 (Government Code 12100.90). The new funds will be expressly for microbusinesses and administered by the Office of the Small Business Advocate (CalOSBA) through county agencies and coalitions of nonprofit organizations (“grantmaking entity/ies”) that will disperse the funds to microbusinesses and entrepreneurs in the state. CalOSBA within the Governor’s Office of Business and Economic Development (GO-Biz) is charged with administering and providing oversight for the Program.

The MBCRG Program provides approximately fifty million dollars (\$50,000,000) in one-time grant funding to administer a Request for Proposal (RFP) for eligible grantmaking entities defined as a county government or consortium of nonprofit, community-based organizations. The intent of the funding is to provide relief to the hardest to reach microbusinesses and entrepreneurs. The grantmaking entities will develop and implement an outreach and marketing plan to identify and engage eligible microbusinesses that face systemic barriers to access capital, including but not limited to, businesses owned by women, minorities, veterans, individuals without documentation, individuals with limited English proficiency, and business owners located in low-wealth and rural, communities.

The Program will award funds to eligible grantmaking entities to distribute grants to eligible microbusinesses that have been impacted by COVID-19 and the associated health and safety restrictions. The program was authorized with a single round of funding ending on December 31, 2022 (repeal date).

## Background and Purpose

On March 13, 2020, the White House issued a proclamation declaring a national emergency concerning the Novel Coronavirus Disease (“COVID-19”) outbreak. In response to COVID-19, Governor Gavin Newsom announced a Shelter in Place order the same day to combat and slow the spread of COVID-19. Since March 2020, and despite federal stimulus and small business efforts to pivot, adapt to new health and safety guidance, and shift to online sales where feasible, many small businesses continue to face enormous risks to their comeback. Today, with California’s COVID cases rising due to the Delta variant, small businesses are still facing financial hardship and limits on their operations. Hardest hit are those microbusinesses that are in geographically dispersed counties or industries severely impacted by COVID-19 health and safety orders.

Existing law (Government Code 12100.83) establishes the California Small Business COVID-19 Relief Grant Program within CalOSBA. The program requires CalOSBA to make grants to assist qualified small businesses negatively affected by the COVID-19 pandemic, in accordance with specified criteria, including geographic distribution based on COVID-19 restrictions and industry sectors most impacted by the pandemic.

The MBCRG Program was created within CalOSBA to assist qualified microbusinesses, as defined, that have been significantly impacted by the COVID-19 pandemic with grants in the amount of \$2,500 to each eligible microbusiness that is selected for an award. Government Code 12100.90 requires CalOSBA to administer a Request for Proposal (RFP) for eligible grantmaking entities defined as a county, nonprofit or consortium of nonprofit community-based organizations to administer the Program in all 58 California counties.

## Priorities

CalOSBA will prioritize funding to eligible grantmaking entities that best meet the factors listed in Section 12100.92 (d):

- 1) Demonstrated operational experience and organizational capacity to serve one county, or in the case of a consortium of nonprofits, one or more counties, of the state, consistent with the requirements of this article.
- 2) Demonstrated preexisting relationships with the county's microbusiness community.
- 3) Identified key outreach activities for the specific county they will serve, aimed at identifying underserved small business groups that have faced historic barriers to accessing capital, including businesses majority owned and operated on a daily basis by women, minorities or persons of color, veterans, undocumented individuals, and individuals living in rural or low-wealth areas on low incomes.
- 4) Prioritization for eligible grantmaking entities that are qualified and experienced in administering similar programs.
- 5) Prioritization for eligible grantmaking entities that commit to working with nonprofit organizations with a mission that includes economic or business development support for California's underserved businesses and entrepreneurs.

Priority will be given to proposals that provide in-language outreach and marketing, community outreach plans, and reach underserved and undocumented microbusiness owners to help them get access to the MBCRG funds.

CalOSBA will also prioritize proposals that demonstrate collaboration and best practice sharing with community groups, cultural institutions, and across ecosystems to build a stronger set of outreach activities that benefit all California microbusinesses with a strong outreach and marketing plan for underserved business groups.

## Definitions

Definitions that pertain to this Program Announcement are provided below.

- a) "County" means one of the 58 California county jurisdictions.
- b) "Nonprofit" includes any established 501c(3) nonprofit community-based organization, the mission of which includes economic empowerment of underserved microbusinesses or small businesses and entrepreneurs, and that operates entrepreneurial or small business development programs which provide free or low-cost services to California's underserved businesses and entrepreneurs to enable their launch and sustained growth.

- c) “Community-based Organization” means any established 501(c)(3) nonprofit that makes grants, and includes corporate or private philanthropy or similarly established nongovernmental entities, the mission of which includes economic empowerment of underserved microbusinesses or small businesses and entrepreneurs.
- d) “Consortium” means a collaboration of nonprofit community-based organizations.
- e) “Eligible grantmaking entity” means a California county, or if a county applicant is not available, or consortium of nonprofit community-based organizations, exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, with a mission that includes economic or business development support for California’s underserved businesses and entrepreneurs.
- f) “Fiscal agent” means the eligible grantmaking entity or a designated representative of the eligible grantmaking entity selected by the office from among eligible grantmaking entities to administer the California Microbusiness COVID-19 Relief Program funds in a county.
- g) “Grantmaking agreement” means the required cooperative agreement between CalOSBA and fiscal agent which includes the duties and responsibilities of the fiscal agent in carrying out the purpose of the Program.
- h) “Authorized Representative” means the principal contact in the proposal and grantmaking agreement.
- i) “Grant Period” means the date in which the grant agreement between CalOSBA and the eligible grantmaking entity is executed through November 30, 2022.
- j) “Underserved small business groups” means women, minorities (people of color), veteran-owned business where the majority (at least 51%) of the business is owned and run on a daily basis by said group(s), and businesses in low-to-moderate income (LMI) and rural communities
- k) “Minority/Person of Color-Owned Small Business” means the following racial or ethnic groups: African American/Black, Asian, Native American or Alaska Native, or Native Hawaiian or Pacific Islander; or LatinX/Hispanic.
- l) “Rural areas” means all territory, populations, and housing units that are located outside of urban areas (50,000 or more people) and urban clusters (at least 2,500 and less than 50,000 people). Urban areas and clusters are determined by population density and size available per the most recently updated data available from the U.S. Census Bureau’s American Community Survey 5-Year Estimates thirty days prior to the first day of the applicable application period.
- m) “Disaster Impacted” means all territories included in a state or federal emergency declaration or proclamation.
- n) “Low-to-Moderate Income (LMI)” means any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50% of households have an income less than 60 percent of the Area Median Gross Income (AMGI), or which has a poverty rate of at least 25%.
- o) “Veteran” means the individual served on active duty with the Army, Air Force, Navy, Marine Corps, or Coast Guard for any length of time and didn’t receive dishonorable discharge or served as a Reservist or member of the National Guard and were called to

- federal activity duty or disabled from a disease or injury that started or got worst in the line of duty or while in training status.
- p) “Veteran-Owned Small Business” means a small business that is 51% or more owned and controlled by an individual or individuals in one or more of the following groups: Veterans (other than dishonorably discharged); Service-Disable Veterans; Active Duty Military service member participating in the military’s Transition Assistance Program (TAP); Reservists and National Guard members; or Current spouse of any Veteran, Active Duty service member, or any Reservist or National Guard member; or widowed spouse of a service member who died while in service or of a service-connected disability
- q) “Qualified microbusiness” means an entity that meets and self-certifies, under penalty of perjury, all of the following criteria:
- q.1 The microbusiness began its operation prior to December 31, 2019.
  - q.2 The microbusiness is currently active and operating or has a clear plan to reopen when the state permits reopening of the business.
  - q.3 The microbusiness was significantly impacted by COVID-19 pandemic.
  - q.4 The microbusiness had less than fifty thousand dollars (\$50,000) in revenues in the 2019 taxable year.
  - q.5 The microbusiness currently has fewer than five full-time equivalent employees and had fewer than five full-time equivalent employees in the 2019 and 2020 taxable years.
  - q.6 The microbusiness is not a business excluded from participation in the California Small Business COVID-19 Relief Grant Program, as specified in paragraph (2) of subdivision (f) of Section 12100.82.
- r) “Qualified microbusiness owner” means an individual that meets and self-certifies, under penalty of perjury, all of the following criteria:
- r.1 The microbusiness owner is the majority-owner and manager of the qualified microbusiness.
  - r.2 The microbusiness owner’s primary means of income in the 2019 taxable year was the qualified microbusiness.
  - r.3 The microbusiness owner did not receive a grant under the California Small Business COVID-19 Relief Grant Program.
  - r.4 The microbusiness owner can demonstrate their eligibility as a “qualified microbusiness owner” by providing the fiscal agent with a government issued photo identification (state, domestic, or foreign), and documentation that includes the owner’s name and may include, but is not limited to, the following:
    - r.4.1 A local business permit or license.
    - r.4.2 A bank statement.
    - r.4.3 A tax return.
    - r.4.4 Trade account.

## Award Information

### Available Funding

Approximately fifty million dollars (\$50,000,000) is available during the grant period, which will be awarded by CalOSBA in no more than two rounds; Round 1 for eligible county entities, and Round 2 will be open to remaining county governments that did not apply in this first round, and open to nonprofits as eligible grantmaking entities (if applicable). Grantmaking entities and fiscal agents are expected to spend their allocation in full during the grant period. Grantmaking entities and fiscal agents are expected to disburse all grant funds to eligible microbusinesses no later than November 30, 2022. Any unused money by the grantmaking entity, less that 20 percent administrative expenses, outreach and marketing funds, must be transferred back to the office by December 30, 2022. Applicants will need to demonstrate the capacity and scalability to request the full funding amount allocated per county and to deploy countywide to microbusinesses that meet the eligibility requirements. Following is a list of counties to eligible to apply as a grantmaking entity for Microbusiness grants under this program, and the population size used to determine funding allocations:

County	Population (1/1/21)	% Of Pop	Allocated Award
Alameda County	1,656,591	4.2%	\$ 2,088,218.13
Alpine County	1,135	0.0%	\$ 1,430.73
Amador County	37,377	0.1%	\$ 47,115.63
Butte County	202,669	0.5%	\$ 255,474.70
Calaveras County	45,036	0.1%	\$ 56,770.19
Colusa County	22,248	0.1%	\$ 28,044.75
Contra Costa County	1,153,854	2.9%	\$ 1,454,492.29
Del Norte County	26,949	0.1%	\$ 33,970.60
El Dorado County	195,362	0.5%	\$ 246,263.85
Fresno County	1,026,681	2.6%	\$ 1,294,184.19
Glenn County	29,679	0.1%	\$ 37,411.91



Humboldt County	130,851	0.3%	\$ 164,944.41
Imperial County	186,034	0.5%	\$ 234,505.42
Inyo County	18,563	0.0%	\$ 23,399.62
Kern County	914,193	2.3%	\$ 1,152,387.28
Kings County	152,543	0.4%	\$ 192,288.29
Lake County	63,940	0.2%	\$ 80,599.66
Lassen County	27,572	0.1%	\$ 34,755.92
Los Angeles County	10,044,458	25.5%	\$ 12,661,555.77
Madera County	158,474	0.4%	\$ 199,764.63
Marin County	257,774	0.7%	\$ 324,937.38
Mariposa County	18,037	0.0%	\$ 22,736.57
Mendocino County	86,669	0.2%	\$ 109,250.73
Merced County	284,836	0.7%	\$ 359,050.42
Modoc County	9,491	0.0%	\$ 11,963.89
Mono County	13,295	0.0%	\$ 16,759.03
Monterey County	437,318	1.1%	\$ 551,261.82
Napa County	137,637	0.3%	\$ 173,498.52
Nevada County	97,466	0.2%	\$ 122,860.90
Orange County	3,153,764	8.0%	\$ 3,975,481.68
Placer County	404,994	1.0%	\$ 510,515.76
Plumas County	18,116	0.0%	\$ 22,836.15
Riverside County	2,454,453	6.2%	\$ 3,093,964.21
Sacramento County	1,561,014	4.0%	\$ 1,967,738.41

San Benito County	63,526	0.2%	\$ 80,077.79
San Bernardino County	2,175,909	5.5%	\$ 2,742,845.17
San Diego County	3,315,404	8.4%	\$ 4,179,237.21
San Francisco County	875,010	2.2%	\$ 1,102,995.10
San Joaquin County	783,534	2.0%	\$ 987,684.89
San Luis Obispo County	271,172	0.7%	\$ 341,826.25
San Mateo County	765,245	1.9%	\$ 964,630.67
Santa Barbara County	441,172	1.1%	\$ 556,119.99
Santa Clara County	1,934,171	4.9%	\$ 2,438,122.00
Santa Cruz County	261,115	0.7%	\$ 329,148.88
Shasta County	177,797	0.5%	\$ 224,122.26
Sierra County	3,189	0.0%	\$ 4,019.90
Siskiyou County	44,330	0.1%	\$ 55,880.24
Solano County	438,527	1.1%	\$ 552,785.83
Sonoma County	484,207	1.2%	\$ 610,367.82
Stanislaus County	555,968	1.4%	\$ 700,826.25
Sutter County	101,289	0.3%	\$ 127,679.99
Tehama County	65,354	0.2%	\$ 82,382.08
Trinity County	13,535	0.0%	\$ 17,061.56
Tulare County	481,733	1.2%	\$ 607,249.22
Tuolumne County	53,465	0.1%	\$ 67,395.38
Ventura County	835,223	2.1%	\$ 1,052,841.54
Yolo County	217,500	0.6%	\$ 274,169.93

Yuba County	79,407	0.2%	\$ 100,096.61
<b>Total Population</b>	<b>39,466,855</b>	<b>100.0%</b>	<b>\$ 49,750,000.00</b>

Source: [State of California – Department of Finance – E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011-2021 with 2010 Census Benchmark](#)

The full award amount available is \$49,750,000 which includes grants and expenses. The available amount is based on \$50,000,000 less 0.5% administrative fees allocated to CalOSBA.

### Period of Performance

The period of performance will begin at the time the grant agreement is executed between CalOSBA and the grantmaking entity. The awarded amount to the grantmaking entities must be fully disbursed to eligible small businesses by November 30, 2022 or returned to CalOSBA by December 31, 2022. During this period of performance, the disbursement of grant funds to microbusinesses is expected to be completed, all funds exhausted, and all applicable reporting requirements satisfied.

### Funding Information

Funds provided under the Program must be used solely for the purposes stipulated in this Announcement and subsequently in the Agreement between CalOSBA and the grantmaking entities. All costs proposed in an applicant's budget must meet the tests of allow-ability, allot-ability, and reasonableness.

Costs to administer the program may be claimed as part of the applicant's budget submitted in their proposal and will be **capped at a maximum of 20% of the awarded grant or a maximum of \$300,000.00**. A grantmaking entity may use up to 20% of the awarded grant for administrative expenses (including fiscal agent fee), marketing, and outreach to qualified microbusiness owners in underserved business groups, including businesses owned by women, minorities, veterans, individuals without documentation, individuals with limited English proficiency, and business owners located in low-wealth and rural communities. The State is seeking competitive proposals with programmatic efficiencies to reduce the cost and maximize grants awarded to eligible small businesses. All costs must be justified in detail (see proposal – budget section below).

This Program has no match requirement.

### Funding Method

CalOSBA will process an agreement that must be fully executed within ten (10) business days of receiving the agreement. Following execution of the agreement, the grantmaking entity will receive an upfront payment for the total amount to disburse through grants to eligible micro businesses as well as a portion of administrative costs as outlined in the final agreement. Any remaining administrative costs will be processed with a final payment to be held until all disbursements have been made and final reports have been submitted and approved.

## Eligibility Requirements for Grantmaking Entities

### Applicant Organization for Round 1

- Able to receive State funds

- California county government – One designated agency/unit/department may be the Authorized Representative for the county government (e.g., Lake County Office of Economic Development) – A letter of designation must be signed by either the County Board of Supervisors or the Chief Administrative Officer.
- Demonstrated ability to deliver or partner with established platforms or networks of small business technical assistance providers including nonprofits, community-based organizations, economic development organizations, opportunity commissions, business associations, and other trusted community messengers for fast and effective distribution of funds to COVID-impacted, disadvantaged communities, and underserved small business groups.
- Demonstrated capacity for regional/local implementation to ensure all regional geographies throughout the designated county can access the Program.
- Demonstrated experience with developing and managing grant and/or loan programs including but not limited to program and application development, outreach and marketing, translation/interpretation, validation, verification and approval processes, disbursement, customer service, compliance, and reporting.
- Able to meet all deadlines outlined in this Announcement and subsequently in the Agreement established between CalOSBA and the grantmaking entity or fiscal agent.

#### Grantees: Qualified microbusinesses

A microbusiness must satisfy the following criteria to be eligible to receive a COVID-19 Relief grant from the awarded grantmaking entity:

- Must meet the definition of an eligible microbusiness (see [Definitions](#)).
- Active businesses operating since at least December 2019.
- The microbusiness is currently active and operating or has a clear plan to reopen when the state permits reopening of the business.
- The microbusiness was significantly impacted by COVID-19 pandemic.
- The microbusiness had less than fifty thousand dollars (\$50,000) in revenues in the 2019 taxable year.
- The microbusiness currently has fewer than five full-time equivalent employees and had fewer than five full-time equivalent employees in the 2019 and 2020 taxable years.
- The microbusiness is not a business excluded from participation in the California Small Business COVID-19 Relief Grant Program, as specified in paragraph (2) of subdivision (f) of Section 12100.82.
- The microbusiness owner can provide acceptable form of government-issued photo ID (state, domestic, or foreign) and documentation that includes the owner's name may include but is not limited to the following: a local business permit or license, a bank statement, a tax return, , a trade account, a self-attestation/self-certification done under penalty of perjury.
- The microbusiness owner must be the majority-owner and manager of the qualified micro business and the owner's primary means of income in the 2019 taxable year.

- The microbusiness owner did not receive a grant under the California Small Business COVID-19 Relief Grant Program.

## Eligible Use of Funds

### Applicant Organization for Round 1

- Grants to eligible microbusinesses in the amount of \$2,500.
- Administrative costs to implement Program; compensation to Intermediary may not exceed a maximum of 20% or \$300,000. California is seeking competitive proposals with program efficiencies to reduce the cost and maximize grants awarded to microbusinesses. All costs must be detailed and justified in narrative detail (see proposal – budget section below). Administrative costs may include, subject to CalOSBA approval:
  - Personnel salaries, benefits & recruitment
  - Call center expenses
  - Program related technology, tools, supplies, and materials (i.e., website development and hosting, banking software, etc.).
  - Marketing, legal, and outreach services

### Grantees: Qualified microbusiness

- The grantmaking entity shall require a microbusiness owner who is a recipient of a grant pursuant to this Program to self-certify that grant funds will be used for one or more of the following eligible uses:
  - (A) The purchase of new certified equipment including, but not limited to, a cart.
  - (B) Investment in working capital.
  - (C) Application for, or renewal of, a local permit including, but not limited to, a permit to operate as a sidewalk vendor.
  - (D) Payment of business debt accrued due to the COVID-19 pandemic.
  - (E) Costs resulting from the COVID-19 pandemic and related health and safety restrictions, or business interruptions or closures incurred as a result of the COVID-19 pandemic, as defined in subdivision (l) of Section 12100.83.

## Setting Up the Grantmaking Entity Program:

The grantmaking entity must have the capacity to disburse grants in an equitable and fair manner to ensure distribution across the County, and must develop and implement an outreach and marketing plan to identify and engage eligible microbusinesses that face systemic barriers to accessing capital, including, but not limited to, businesses owned by women, minorities, veterans, individuals without documentation, individuals with limited English proficiency, and business owners located in low-wealth and rural communities.

The grantmaking entity shall prioritize outreach and marketing efforts to qualified microbusinesses which meet one or more of the following criteria:

- (A) The owner of the microbusiness is a member of a group that has faced historic barriers in accessing capital and is defined as business majority owned and operated on a daily basis by women, minorities or persons of color, veterans, undocumented individuals, and individuals living in low-wealth or rural areas on low incomes.

(B) The microbusiness has suffered economic impacts or revenue losses due to the COVID-19 pandemic.

(C) The microbusiness is a sidewalk vendor.

CalOSBA will review the plan and may make recommendations for additional measures or modifications to the plan.

The grantmaking entity must be able to implement a simple application process, streamlined for ease of use for the eligible microbusinesses. Consideration in the design must be made for accessibility to ensure COVID-19 impacted businesses, disadvantaged communities, and underserved small business groups can easily apply. The grantmaking entity shall accept applications for a period of at least four weeks. Grantmaking entities without prior experience administering grant programs to small and microbusinesses must propose and develop strong processes to prevent against fraud, waste, and abuse. Grantmaking entities without prior experience are encouraged to research best practices, including but not limited to third-party verification using an approved third-party verification form. The application shall request, but not mandate, that each microbusiness applying for a grant to self-identify the race, gender, and ethnicity of its owner. For purposes of implementing the Program, the grantmaking entity shall not seek information that is unnecessary to determine eligibility, including whether the individual is an undocumented immigrant. Information, including documents, collected from a microbusiness applying to or participating in the Program shall not constitute a record subject to disclosure under Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

The grantmaking entity shall require a microbusiness owner who is a recipient of a grant pursuant to statute to self-certify that grant funds will be used for one or more eligible uses as defined above under “Grantees: Qualified microbusinesses.”

Grants may be disbursed on a first come first serve basis.

## Oversight & Reporting Requirements

CalOSBA has the right to conduct a programmatic and financial review of any grantmaking entity, fiscal agent, and any subcontractors.

The Program will require the grantmaking entity and fiscal agent to design verification processes and self-certifications and attestations to help ensure eligibility and equitable distribution and limit misuse of state funds.

The fiscal agent and grantmaking entity shall separately track and report funding used for the administration and marketing of the county program pursuant to subdivision (d) of Section 12100.92.

The Program will also require grantmaking entity and fiscal agent to provide CalOSBA with aggregate-level data necessary to meet the reporting requirements of the statute, as the requirements relate to the county designated in the grantmaking agreement.

The fiscal agent and grantmaking entity shall provide CalOSBA, at minimum, two narrative reports during and after the awards process so that CalOSBA may provide a periodic update on the use of the funds awarded pursuant to Section 12100.92, in accordance with the following:

(1) The first written report shall be made within 15 days of the funds being awarded and shall identify the fiscal agent and grantmaking entity who were awarded funding, how much each fiscal agent received, key outreach activities committed to in each grantmaking agreement, and the county served.

(2) The second written report shall be made within 120 days of the funds being awarded. The second and subsequent reports shall identify by county, the number of applications received, the number of grant awards made, the outreach and technical assistance provided and by which partner organization, in-language services. The second and subsequent reports shall, to the extent that the information is available, also include the number of applications, grant awards, and the dollar amounts awarded for each county in each of the following categories:

- (A) Race and ethnicity.
- (B) Women owned.
- (C) Veteran owned.
- (D) Located in a rural area.
- (E) County.

The fiscal agent and grantmaking entity shall provide subsequent written reports every 60 days following the second report until all funds allocated to each county have been awarded. CalOSBA will post each report on its internet website and provide an electronic copy of the information to the relevant fiscal and policy committees of the Legislature.

The final report of program outcomes is due within fifteen (15) days after Program close and all final grant awards disbursement. CalOSBA will include final reporting details and format in the grantmaking agreement.

The office shall post each report on its internet website and provide an electronic copy of the information to the relevant fiscal and policy committees of the Legislature.

## Dates and Deadlines

All dates and deadlines as set forth in this Announcement and subsequent grantmaking agreement are non-negotiable and may not be extended.

Monday, October 11, 2021 by 3:00 PM PST	RFP Round 1 application period opens only for County Governments
Wednesday, November 3, 2021 by 12:00 PM PST	Deadline to submit questions to <a href="mailto:osba@gobiz.ca.gov">osba@gobiz.ca.gov</a> to be included in initial Q&A
Friday, November 5, 2021 by 5:00pm PST	Answers to questions posted on <a href="https://calosba.ca.gov">calosba.ca.gov</a>
Friday, November 5, 2021 at 10am	Webinar for interested applicants <a href="#">Register HERE</a>
Tuesday, November 30, 2021 by 5:00pm PST	RFP application period closes – all submissions must be received via email at <a href="mailto:osba@gobiz.ca.gov">osba@gobiz.ca.gov</a>

Wednesday, December 22, 2021 by 5:00 PM PST	Notice of Intent to Award
Friday, January 7, 2021 by 5:00 PM PST	Grant Agreements sent to grantmaking entities
No later than January 21 <sup>st</sup> , dependent on receipt of signed Grant Agreement from grantmaking entity.	Grant Agreement executed by CalOSBA and Program begins
Wednesday, November 30, 2022 by 5:00 PM PST	All funds must be disbursed to eligible small businesses and Program must close
Friday, December 30, 2022	Any unused money by the grantmaking entity, less that 20 percent administrative expenses, outreach and marketing funds, must be transferred back to the office by December 30, 2022.

## Points of Contact

Questions and correspondence regarding this Announcement shall be directed to:

Primary Contact: Office of the Small Business Advocate (CalOSBA)  
Governor's Office of Business & Economic Development (GO-Biz)  
[osba@gobiz.ca.gov](mailto:osba@gobiz.ca.gov)

All questions regarding this Announcement shall only be submitted in writing (e-mail only) to [osba@gobiz.ca.gov](mailto:osba@gobiz.ca.gov) no later than Wednesday, November 3, 2021 by 12:00 PM PST. Questions submitted after the deadline are not guaranteed to be answered. Questions and Answers will be shared on the [calosba.ca.gov](http://calosba.ca.gov) website no later than Friday, November 5, 2021 by 5:00pm PST.

Prospective applicants shall not contact CalOSBA or GO-Biz employees with questions or suggestions regarding this Announcement except through the primary contact listed above. **Any unauthorized contact may be considered undue pressure and may cause for disqualification of the applicant.**

## Public Records Act

By submitting an application, the applicant acknowledges that GO-Biz is subject to the California Public Records Act (PRA) (Government Code section 6250 et. seq.). Consequently, materials submitted by an applicant to GO-Biz may be subject to a PRA request. In such an event, GO-Biz will notify the applicant, as soon as practicable, that a PRA request for the applicant's information has been received, but not less than five (5) business days prior to the release of the requested information to allow the applicant to seek an injunction. GO-Biz will work in good faith with the applicant to protect the information to the extent an exemption is provided by law, including but not limited to notes, drafts, proprietary information, financial information, and trade secret information. GO-Biz will also apply the "balancing test" as provided for under Government Code section 6255 to the extent applicable.

## Proposal Evaluation

A grantmaking entity will be selected for each county based on an evaluation criterion, and, in addition, applicants that can demonstrate a strong outreach and marketing plan to underserved business groups and business owners located in low-wealth and rural areas, will be given preference as well as those applications that demonstrate strong partnerships with community-based organizations and trusted community messengers and similar collaborations. California is seeking grantmaking entities with



established relationships with micro business support ecosystems and/or other small business providers to distribute grants to micro businesses in the entire county.

### Scoring Criteria

CalOSBA staff will score all the applications based on the total number of points received in the Proposal section below. CalOSBA reserves the right to request modifications based on outreach, marketing, and implementation plans provided within the proposal. Final grant award will be based on satisfactory implementation, outreach, and marketing plans to underserved micro businesses.

CalOSBA may ask applicants for follow-up meetings to review and clarify design, technical and cost aspects of their proposals. This must not be construed as a commitment to fund the proposed effort.

### Disqualification

CalOSBA may disqualify applications or deny applications for the following reasons:

- a. Incomplete application
- b. Ineligible applicant
- c. Plagiarism, including but not limited to failure to cite one's own work or third-party work, duplicate applications, etc.
- d. Failure to comply with guidance as set forth in this Announcement, including failure to use required attachment templates as provided
- e. Late applications **will not** be accepted – all applications will be timestamped at the time of submission to [osba@gobiz.ca.gov](mailto:osba@gobiz.ca.gov)

CalOSBA's determination as to eligibility for grant funding, or the amount of grant funding awarded, is final and not subject to appeal or protest.

### Application and Submission Requirements

Required proposal and attachments must be submitted in one email containing the following:

1. Proposal saved as submitted .pdf
2. Budget saved and submitted as .xls (revised as of 11/5/2021) - [Download template HERE](#)
3. Process Flow chart saved as .pdf (Intake through disbursement)
4. Partnership Contracts/Agreements - Minimum of four fully-executed active agreements (i.e., MOU, professional services agreement, contract, etc.) verifying partnership with microbusiness technical assistance organizations, nonprofits, trusted community partners, and community-based organizations that are key to conducting outreach and marketing to reach underserved microbusinesses. Saved and submitted as a single combined .PDF)
5. Organization Chart (Including partner roles) saved and submitted as .PDF – [download example HERE](#)
6. Fiscal Agent Agreement saved and submitted as .PDF – This is only applicable to applicant's who will subcontract the role of the Fiscal Agent to an experienced nonprofit or another county government. Applicant is required to include a fully executed active agreement (i.e., MOU, professional services agreement, contract, etc.) verifying the partnership with the nonprofit or other county government to administer the California Microbusiness COVID-19 Relief Grant funds to eligible microbusinesses. A letter of support is not an acceptable form of an agreement.

For counties wishing to subcontract the role of Fiscal Agent to an experienced nonprofit, provide the following information (2 page maximum):

- a. Subcontractor's legal name and address (subcontractor must be located in California)
- b. Narrative explanation justifying the decision to subcontract the role of fiscal agent
- c. Description of the relationship, roles, and responsibilities between the County and subcontractor
- d. Subcontractor's previous experience in administering grants or similar programs to micro and small businesses

For counties wishing to apply as a group please note the application should include the following:

- a. Letter of designation from each county in the group stating that the designated county will be the fiscal agent (a county government) for the group of counties
  - b. Fiscal agent agreement signed by all parties designating the grantmaking entity (a county government) as one county to represent the group of counties
  - c. Description of process across counties in the process flow chart and narrative. It should be clear that these processes cover all counties in the agreement and are sufficient to ensure outreach & marketing to underserved microbusinesses in each county.
  - d. Each county has a maximum of 20% for the administrative fee based on their county's allocation. The represented county(ies) and the designated fiscal agent (county government) must work together to determine how much of the maximum 20% will be allocated to the fiscal agent. This allocation % and dollar amount must be provided in the revised RFP Budget Template.
7. Letter of designation signed by County Board of Supervisors or Chief Administrative Officer saved and submitted as .PDF
  8. Completed and signed STD.204 Payee Data Record Form saved and submitted as .PDF— download this form at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>
  9. Completed and signed STD.21 Drug-Free Workplace Certification saved and submitted as .PDF – download this form at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std021.pdf>

File Format: Organization Name\_MBCRG\_Proposal\_Date

Subject Line: Organization Name – MBCRG Proposal Submission

Applicants must email all grant application materials to [osba@gobiz.ca.gov](mailto:osba@gobiz.ca.gov) no later than Tuesday, November 30, 2021 by 5:00pm PST. ***No mailed/hard copy submittals will be accepted. No late applications will be accepted or considered under any circumstances. It is recommended that you submit your application 48 hours in advance of final deadline to receive a confirmation of receipt.***

CalOSBA's determination as to eligibility for grant funding, or the amount of grant funding awarded, is final and not subject to appeal or protest. The determination of rejection for grant funding is final and not subject to appeal or protest.

# Proposal

## SECTION I: Applicant Information

Legal Name of Applicant:	
DBA (if applicable):	
Employer/Taxpayer Identification Number:	
Organizational DUNS (if available):	
Mailing Address (and physical address if it is different):	
Street 1:	
Street 2:	
City:	
County:	
State:	California Only
Zip Code:	
Name and Contact Information of person to be contacted regarding this application:	
First and Last Name:	
Title:	
Telephone Number:	
Email:	
Website:	

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Signature of Contact (E-signature is acceptable)

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Date

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

## SECTION II: Narrative

Narrative responses must not be more than fifteen (15) pages total (including cover page but not including required attachments), double-spaced, one-inch margin, Times New Roman, 12 point. Total points available is 75.

1. Applicant Experience/Past Performance: Describe in detail the applicant's experience with designing, developing, and managing grant or loan programs and especially similar COVID-19 grant relief programs. Include examples of prior programs administered with related performance and impact measures. Highlight experience in effectively providing outreach and serving underserved small business groups and disadvantaged socio-economic communities including undocumented and limited-English speaking. Please validate ability to scale equitably across the county. (5 points)
2. Proposed Program Design & Implementation: Provide full detail of proposed Microbusiness COVID-19 Relief Grant Program Design including Application, Awards Process, Grant distribution method, and the prevention of fraud, waste, and abuse. This should include details on how the applicant will develop and implement the program including specifics on an outreach and marketing plan, translation/interpretation, vetting, certification, self-attestation, validation, and approval processes (including any required documentation and timing), disbursement process, inquiries, partner management, reporting and compliance processes. Applicants with prior experience implementing similar grant programs to small businesses should provide an example(s) of prior processes, including but not limited to examples above, to prevent fraud, waste, and abuse. Applicants will be required to submit a flow chart and other relevant visuals or diagrams of Program design and grants administration process including sample application process to further define the Proposed program design (see Attachment 2 in Section 3 below) (13 points).

Detailed Outreach and Marketing Plan: Proposed outreach and marketing to reach hard-to-reach populations within the county. Include specific resources to aid in outreach efforts, detail top ten languages spoken in county and include plan to engage using in-language resources, trusted community networks, specific media outlets, methods, or platforms (7 points).

3. Strategic Partnership Plan:
  - a. In addition to grantmaking entity and fiscal agent, other partners are expected to be included in Program design (Section 3), please describe applicant's additional local external partnerships that will be deployed to achieve Program targets and desired outcomes. Examples of local external partnerships include nonprofits, community-based organizations, business associations, small business technical assistance centers, and trusted community messengers. Please describe how the applicant has worked successfully with microbusiness ecosystems, external partners and technical

assistance providers to ensure microbusinesses applying for grants are connected to resources. (10 points)

- b. Further, describe how the applicant will leverage its partners and networks to better reach underserved small business groups including undocumented immigrants, street vendors, and limited-English business owners. (10 points)

Please include in your Strategic Partnership Plan 3a and 3b above how you will include and leverage local microbusiness and small business networks to support Program efforts, especially marketing and outreach to reduce implementation costs.

4. Program Implementation Schedule: Proposed schedule for this Program with detailed schedule of grant distribution and ability to achieve disbursement of funds to target group with strong administrative and security controls within time allotted by November 30, 2022. (5 points)
5. Program Management/Staffing Plan: Provide key management and staffing plan to achieve proposed implementation schedule. Please include summary bios highlighting relevant experience in grants management, financial oversight, and knowledge/expertise in microbusiness, LMI communities and underserved small business groups. (5 points)
6. Budget and Financial Management Systems:
  - a. Budget narrative to support the proposed budget submitted as Attachment 1 in Section III below (8 points)
  - b. Financial management and controls narrative (8 points)
  - c. Identify Fiscal Agent and include any fees associated with them (4 points)

### SECTION III: Attachments

Label each attachment and submit in the order listed.

1. Proposal saved as submitted .pdf
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  - f. Fiscal agent agreement signed by all parties designating the grantmaking entity (a county government) as one county to represent the group of counties
  - g. Description of process across counties in the process flow chart and narrative. It should be clear that these processes cover all counties in the agreement and are sufficient to ensure outreach & marketing to underserved microbusinesses in each county.
  - h. Each county has a maximum of 20% for the administrative fee based on their county's allocation. The represented county(ies) and the designated fiscal agent (county government) must work together to determine how much of the maximum 20% will be allocated to the fiscal agent. This allocation % and dollar amount must be provided in the revised RFP Budget Template.
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  9. Completed and signed STD.21 Drug-Free Workplace Certification saved and submitted as .PDF –download this form at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std021.pdf>

## END ##

END EXHIBIT F