

**Grant Agreement # MBCRG2022-C15**

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 SAN BENITO

2. The term of this Agreement is:

January 21, 2022 through December 30, 2022

3. The maximum grant amount for this Agreement is:

\$80,077.79

Eighty Thousand Seventy-Seven Dollars and Seventy-Nine 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 <i>County of San Benito</i>	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED <i>January 28, 2022</i>
X. PRINTED NAME AND TITLE OF PERSON SIGNING <i>Ray Espinosa, County Administrative Officer</i>	
ADDRESS <i>481 Fourth Street, Hollister CA 95023</i>	
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) <i>[Signature]</i> DocuSigned by: 9F58079DD479481...	DATE SIGNED January 28, 2022 16:16 PST
X. 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 01/28/2022 is entered into by and between COUNTY OF SAN BENITO (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-C15 ("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 SAN BENITO 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 \$80,077.79 (eighty thousand seventy-seven dollars and seventy-nine 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.



County of San Benito

California Microbusiness COVID-19 Relief Grant: Proposal

Dulce Alonso, Senior Administrative Analyst
Graciela Rodriguez, Assistant Administrative Analyst
Jeanett Rodriguez , Assistant Administrative Analyst

2021

I. Application Experience/Past Performance

The County of San Benito (County) establishment on February 12, 1874, is located on California's central coast, south of Santa Clara County, covering 1396 sq. miles. It served its residents of approximately 63,000 community members.

Upon the declaration of the national emergency, on March 13, 2020, concerning the Novel Coronavirus Disease (COVID-19) outbreak and Shelter in Place & Executive order(s) issued by Governor Newsom, our community and neighboring communities have felt the devastating effects of the pandemic. The County has made great efforts and worked tirelessly to support our local economy and invest resources into alleviating the overwhelming financial pressures that COVID-19 has imposed. In early 2020 the County Board of Supervisors allocated one million in emergency funding to respond to the COVID-19 pandemic. Shortly after, the State of California issued a \$1.3 billion allocation toward counties based on population size through Coronavirus Aid, Relief, and Economic Security (CARES) Act. The County has administered county-wide grant opportunities for local organizations and is confident in its capability to facilitate a micro-grant.

The Board of Supervisors approved the CARES Act proposed Budget, which included A Small Business Grant Program totaling \$1.5 million and a Non-Profit Grant Program for \$500,000. On July 6, 2020, to mitigate the impact of COVID-19 on San Benito County small businesses and their employees, the County committed the \$1,500,000 in one-time funds to create a Small Business Assistance Program administered by the County's Workforce Development Agency with development, support, and oversight from the County Administration Office. This program offered immediate financial assistance to small businesses located in San Benito County who were significantly financially impacted by COVID-19. Through set criteria,

evaluation, the oversight committee reviewed the applications and deliberated recommendations. On July 21, 2020, The Board of Supervisors approved a Memorandum of Understanding (MOU) with the Community Foundation. This 501(c)(3) non-profit organization has been instrumental in providing grants and assistance to develop and strengthen local non-profit organizations in San Benito County. To administer and execute a grant program to support non-profits impacted by the COVID-19 public health emergency, according to the CARES act, the Community Foundation and United Way ran a COVID-19 Non-Profit Relief Grant program to award the \$500,000. The composed oversight committee deliberated, and the Community Foundation distributed the funds accordingly. Both programs were successful in reaching the most vulnerable populations.

County Administration created and managed round two business grants where \$535,000.00 was issued to local businesses with American Rescue Act Funding. The County issued grants in increments of \$5,000, \$10,000, and \$15,000.00 for small businesses that were significantly impacted by COVID-19 and forced to close their doors. The County was able to support 57 small businesses. The County Administration team created the application to capture the information from the set criteria. We also required the applicant submission to hold an active business license, 2019 and 2020 tax returns, a profit and loss statement to verify the business and economic impact to the business. The applicant signed the application attesting under perjury under the law of California that the information contained on the application was correct and true.

Outreach for both programs included identifying and understanding underserved business groups' needs and those impacted the most by COVID-19. Through a series of partnerships, outreach was successfully conducted through various means. Outreach included public

announcements, mailers to registered business owners, flyers for display at County and partner offices, postings on social media outlets and the County website, an established line of communication with the community members, and public awareness workshops in dual languages designed to extend participation in the grant programs.

II. Proposed Program Design & Implementation

The County's goal, to provide a quality grant program, proposes aligning it with its strategic goals: Operational development and excellence, planning for sustainable growth, technology, community engagement, and health & safe communities while prioritizing micro business is a member of a group that has faced historical barriers in accessing capital. The County's strategic plan includes fundamental values and focuses areas established to assess community businesses' needs to meet community needs effectively. The goal is to develop a well-rounded grant program and criteria targeting our intended audience. County staff would establish and communicate program goals, a plan of execution, develop grant applications, a timeline of implementation, and a monitoring plan to be presented to an established oversight committee. The oversight committee would consist of two board supervisors, county staff, partnering agencies, and public members.

The process would begin with committee approval of the grant program details, application, and the established deadline schedule, which is available in section IV of this proposal. Once approved, County Staff will start by conducting outreach through various means. Outreach efforts would include the following: making announcements at a public meeting, having county departments and partnering agencies display grant information at their respective offices, expanding exposure to the public's eye, and sharing information with their members.

Additional outreach includes broadcasting on social media platforms, such as the County website, Twitter, Instagram, & Facebook, and having our Public Information Officer do a Nixle post as well. Given our experience with other grant programs, we are also looking to host two workshops for public members to ask questions and learn about the grant program before it is opened to the public. Though most outreach is to be done before the application opens, continued outreach would still be essential during the application submission phase. During the open application period, the County proposes to have the application available on the county website in both English and Spanish languages. It will be readily available as a fillable pdf, a fillable form, and printable as well. Hard copies can also be requested through our established line of communication and provided at the County Administrative Office. There will be critical questions on the application to deter fraud, waste, and abuse of resources while also collecting the proper information needed to evaluate better each application received. As each application is received, county staff will track and log each one into a data excel sheet.

After closing the application, County Staff will conduct the initial vetting process in collaboration with other essential county departments to verify that each applicant is in good standing with proper business registration and no outstanding fees. The second phase of the vetting process will include the oversight committee. During this second phase, County staff will present each application for the committee's consideration and evaluation on its alignment to the established criteria. Once each application has been vetted and approved, notifying the grant applicants will ensue. The County staff would issue official notice via a notification letter emailed to the email address provided. The notification letter will detail when they can expect funds to be available and any compliance requirements that need to be met as a grant recipient. The County Auditing Department will assess each application approved for proper

documentation before issuing payment. As we conclude the Program, it is critical to review and note all grant recipients and funding allocated. As part of the closeout phase, the County may ask that each award recipient submit the final financial, performance, and other reports required under the grant within 90 days after the grant award expires or is terminated. The County will review these reports to ensure compliance with all the grant terms and conditions and make sure they spent all the funds appropriately.

Outreach and Marketing Plan:

Our goal is to successfully reach and connect with Micro-business owners serving San Benito County, with a coordinated outreach plan focused on the underserved business owners. San Benito County's Outreach Plan is designed to work with locally established organizations in San Benito County to ensure the Micro-business owners are educated, motivated, and aware of the Micro-business grants being offered to support in relief of the COVID-19 impacts. The County will leverage social media, newspapers, our partnerships with trusted organizations to encourage eligible micro-business to apply. The primary approach will be: Educate, Motivate, and Activate, displayed in Figure 1.1: Outreach Goals. We will educate the community by providing information sessions to ask questions and learn about the program. Then we will focus on motivating and creating excitement around the program. With activate, we will encourage eligible businesses to apply to the program.

To optimize limited resources, San Benito County will engage our Public Information Officer (PIO), social media managers, and local community gathering locations to reach Micro-business owners who serve San Benito County. Post flyers and have applications available at local gathering locations, including coffee shops, faith-based groups, recreational areas, laundromats, libraries, and community bulletin boards.

Our PIO and social media managers will collaborate on creating a call-to-action message to be posted on group pages and the San Benito County Website. This message will include ideas on how the \$2,500 grant can benefit their Micro-business and what they need to do to receive funding. We will also take the opportunity to announce Micro-Business COVID-19 Relief Grant applications in local newspapers, mailers, and during County Board Meeting announcements.

Communications: We will focus on engaging and keeping an open dialogue for accurate and relevant Micro-business COVID-19 Relief Grant information. We will leverage existing county-wide resources and outreach programs like the PIO, San Benito County Free Library, San Juan Bautista Library, community group gatherings. Information will be shared in our top two languages, English and Spanish.

Training sessions and informational presentations are open to the community and make a presence at local events by attending local Farmer's Markets, recreational activities and events, engaging in current events, and open zoom informational meetings specific to Microbusiness Owners.

Media: Work with our partners to derive a message that designates with the region's unique gifts to influence Micro-business: Tri-county (Santa Cruz, Monterey, and San Benito) media, advertising radio or local television. Local media avenues like Benito-link, Hollister freelance, and other local media outlets. Social media posts on local Facebook groups, use county, instagram and Twitter to advertise, utilize google advertising tools.

Approach: Identify locations where Micro-business owners may sell their products, advertise their services, and locations they may use as workstations. Micro-business owners may use local coffee shops, free libraries, and rental office spaces for operating. They are also more likely to use social media as their primary source of advertising. This is where we plan to reach and

inform them about the California Micro-business COVID-19 Relief Grant that is available to them and how it can benefit them.

We will utilize local groups like faith-based groups, athletic clubs, networking events to distribute information. 91% of the businesses located in our region employ less than 20 people.

Over the past few years, access to training, credit, and industry experts has become more challenging for small- and medium-sized businesses. This limited access to resources has created even more challenges for those trying to grow or expand their business, particularly monolingual Spanish speakers and/or categorized as low- to moderately-low income. Of these businesses, San Benito County has many talented photographers, Bed and Breakfasts locations, produce stands, unique apparel creators, and skilled handypersons who would qualify for the Micro-business COVID-19 Relief grant.

Partnership Coordination: San Benito County will work with a group of partners to capture a more extensive outreach in our community. The organizations listed below have worked with small businesses and the underserved population. We rely on their expertise to identify qualifying Micro-business's we otherwise may overlook, which includes: City of Hollister, City of San Juan, Hollister Downtown Association, San Benito County Chamber of Commerce, County of San Benito Economic Development Corporation, San Benito County Work Force Development and Community Action Board, Monterey & San Benito County Military & Veteran's Services, Cal Coastal SBDC, Faith-based groups.

Language Access Plan: According to the American Community Survey, 59.4% of the population in San Benito County only speaks English, and 40.6 speak English and another language. English, Spanish are the most frequently spoken language in San Benito County. The

County will be providing outreach material in both English and Spanish. The County has staff on board that can assist in translating material.

III. Strategic Partnership Plan

Administration Office has developed critical partnerships with outside organizations working on various projects supporting businesses and encouraging a prosperous economy. Our geographical region and demographical population are closely aligned with that of the County of Monterey. The County often partners and shares resources and ideas within our tri-county area; we also have excellent working relationships with Santa Cruz County. (a) The County contracts with the County of Monterey for Veterans Services. Our assigned Veterans Affairs Officer works closely with veterans in San Benito County and provides essential service through this regular programming. (b) The County will work directly with the military and Veterans Affairs Officer to identify and reach San Benito County veterans, low-income who own a micro business. San Benito County is unique as it is composed of the county seat, City of Hollister, which holds the majority of the population and business, and a smaller City of San Juan Bautista. Local governmental employees typically wear many hats and have pivoted efforts to support local businesses to ensure that they thrive. (a) The Cities have dedicated individuals that support business and have established relationships with local businesses. (b) By partnering with both of our local Cities, we can keep sharing information and identify permitted micro-business located in their city boundaries. As we are a small community coordinating efforts to avoid duplication of work is essential, and we have established partnerships that have proven beneficial in our community.

The County runs the local Community Action Board (CAB) and Workforce Development Board, which assist San Benito County residents with resources to obtain skills, knowledge, and

opportunities toward self-sufficiency. In many other counties, this organization is a non-profit.

(a) The CAB assists our vulnerable populations with resources to obtain skills, knowledge, and opportunities toward self-sufficiency. They are a trusted voice in the community, and we will

partner to disseminate information in communities served about the micro-grant program. (b)

Through targeted outreach, to reach particularly businesses owned by women, minorities,

veterans, individuals without documentation, individuals with limited English proficiency, and

business owners located in low-income and rural communities. Our most vulnerable population

also received public assistance programs provided through Health and Human Services who runs

both CAB and Workforce Development Board. Utilizing CAB and Health and Human Services,

the County can target low-income owned individuals with limited English proficiency business

public.

San Benito County Chamber of Commerce and San Benito County Chamber of

Commerce Foundation both established business support organizations that are respected

organizations that help the community and business prosper. (a)The Chamber has a wide array

of members that they are constantly supporting and have built relationships with. The

Foundation supports the underserved community. (b) Both organizations can help us

disseminate information about the grant to eligible microbusinesses through targeted outreach,

emails, and newsletters, particularly for businesses owned by women, minorities, veterans,

individuals without documentation, individuals with limited English proficiency, and business

owners located in low-income and rural communities.

Economic Development Corporation of San Benito County (EDC) focuses on promoting economic development by attracting business, supporting existing business, and seeking

economic opportunities. (a) They will use their current business ecosystem to target

microbusiness. (b) The organization will utilize contact connections to identify microbusinesses in San Benito County.

Cal Coastal Small Business Development Center (Cal Coastal SBDC) promotes small businesses and aspiring entrepreneurs' development, growth, and success in Monterey and San Benito Counties. (a) They offer many complimentary services to local small businesses, including consulting services, trainings, events, and workshops at no cost. They provide a lot of critical resources and information that supports small business and aspiring entrepreneurs. Cal Coastal SBDC has worked diligently to build relationships with small companies and identify microbusiness clients within our region. (b) The partnership the County with Cal Coastal SBDC will provide an additional avenue to reach underserved business owners.

Local Faith-based organizations are a trusted voice in our community. (a) As many of their members are confined in the organization for essential needs and struggles. (b) By connecting and sharing information, we can create an opportunity to provide the resources to businesses majority-owned and operated daily by women, minorities or persons of color, veterans, undocumented individuals, and individuals living in low-wealth or rural areas on low incomes.

IV. Program Implementation Schedule

If the County is awarded the grant, we will aggrandize this for our December 15, 2021 Board of Supervisors meeting for a budget augmentation and establish a small committee to assist in the review process. Staff will continue to develop and fine-tune the application and process. The County will meet the Committee to review the criteria and proposed application and ensure compliance with the set standards. We are anticipating a final application to be completed and approved by the Committee in late April. The County would begin advertising

the grant application and applicant timelines in March 2022 through the end of April. Also, the County will be accepting questions and closing the questions on April 21, 2022. We will create Frequently asked questions and publish them on our County website. We are projecting the open application period **from April 1, 2022, through May 6, 2022**. We will host informational sessions via zoom, where the applicant may ask questions and gather information **on April 6 and 21**. Beginning May 9-20th, applicants will be given time to submit any missing information. **On May 23, 2022**, staff will review, organize and meet with the Committee to determine eligibility based on set criteria. Once we have a final eligible list, we will notify the applicant no later than July 1. County will work with our auditing department to process the grant, and applications anticipate receiving the grant award **by July 22, 2022**. The table below depicts key dates and scheduled activities.

The dates are outlines per task for Micro-business Grant Process.

Date	Program implementation scheduled Activities
December 15, 2021	1. Present to County Board of Supervisors for Budget Augmentation
February 2022	1. Create Committee for the application process
March 2022 to April 2022	2. Create an application for Micro-Business Grant
April 1, 2022, to May 6, 2022	1. Advertise grant
April 6, 2022, and April 21, 2022	1. Open application process (must be open for four weeks or more)
May 6, 2022	1. Evening Informational Zoom Meetings for interested organizations
May 9, 2022, to May 20, 2022	1. Close application process
May 23, 2022, to June 24, 2022	1. Review and follow up on the submitted application(s). Attempt to collect missing information
July 1, 2022	1. Meet with Committee to evaluate applications
July 22, 2022	2. Finalize award decision
	1. Notify applicants
	1. Award Grants

V. Program Management/Staffing Plan

During the application process, our Project Director will provide overall direction to the Project Manager, who will liaison between the Grant Committee and the rest of the team. With this direction, our Marketing/Outreach Manager will work with local partners to identify and contact eligible Micro-businesses in San Benito County. Our Marketing Manager will work with the Project Manager to create relevant content distributed through social media, news outlets, flyers, and informational zoom meetings. The Project Manager will also work closely with the Finance Manager to budget administrative expenses through tracking work hours, expenses, and other costs. We will have weekly status meetings led by the Project Manager to keep everyone working toward the same goal and receive feedback from the Project Director. Below are small bios of each individual.

Project Director: Dulce Alonso, a Senior Administrative Analyst, supports the Administrative Office for the County of San Benito and manages various projects and activities supporting multiple departments throughout the County. She was the contract administrator and led the 2020 census outreach plan in San Benito County. She has experience creating and implementing grant programs that have been contracted out and also run internally. In the CAO's office, she supports economic development. She has been with the County for approximately Four-years, and before that, she worked for the State of California Agriculture Relations Board. She has experience managing. She holds a Master's in Business Administration and Bachelors of Business Administration from California State University, Monterey Bay.

Project Manager: Graciela Rodriguez, Assistant Administrative Analyst, joined the County of San Benito in 2019. She supports the Administrative Office and manages various projects and activities while supporting multiple County departments and agencies. She is experienced in

project management, implementation, and evaluation while providing quality services aligned with the County's Strategic goals. She took the lead and implemented the newly updated County website and continues to maintain website information current in collaboration with County departments. She also collaborated with County staff in managing a Small Business Grant Program on behalf of the County of San Benito. Before joining the County team, she worked with the California State University of Chico as an Office Assistant, Ambassador, and Public Relations Manager. She holds a Bachelor's of Science in Business Administration with a concentration in Human Resources and a minor in Spanish from Chico State.

Marketing/Outreach Manager: Jeanett Rodriguez, an Assistant Administrative Analyst, supports the Administrative Office for the County of San Benito and assists in various small projects and activities supporting multiple departments throughout the County. Currently managing the implementation of the County intranet, managed community outreach for COVID-19 Memorial, and communicates with local vendors for community fundraisers/events. Lead informational training sessions for change management. Prior experience as an Assistant Project Manager for Financial System Upgrades. She has been with the County for approximately four months, and before that, she worked for the San Mateo County Transit District. She holds a Bachelor of Science in Business Administration and a concentration in Marketing from San Francisco State University.

Finance Manager: Gabriel Orozco, Budget Officer, supports all San Benito County department operational and capital budgets. Works with project managers to track and report on financial status. He supports County's comprehensive strategic financial planning and financial management. Implements best practices. Gabriel graduated from California Polytechnic State University with a Bachelor of Science in Business Administration and a concentration in Financial Management. He also completed two minors in Statistics and Economics.

VI. Budget & Financial Management Systems

- a. San Benito County's anticipated award amount is \$80,077.00, of which a maximum approximately 19% will be used for administrative costs totaling \$15,077.00, leaving the remainder grant awards for eligible microbusinesses. The County anticipates that the grant program will fund at least 26 businesses awards of up to \$2,500 totaling \$65,000. From the CAO's office we will rely primarily on three key staff members with limited support from our budget officer and PIO, capturing approximately \$10,000.00 of the allocated administrative costs budget. Program Related Technology, Tools, Supplies, Materials, Marketing & Outreach Expenses adds up to approximately \$5,000.00. The attached Grantmaking Entity - Proposed Budget Detail specifies anticipated cost for each employee and the itemized expense per category.
- b. The County already has financial controls that are in place which are outlined in procedures, and policies. Program director will monitor allocation, and ensure that the usage of its financial resources are to administer or issue grants to eligible micro-businesses. In addition there will be multiple individuals involved in all process of the grant program. The County will utilize our auditing department to issue payment to the award recipients. They will receive the final list of qualified business to distribute payments once the determination and list has been finalized.
- c. The Fiscal Agent will be the County of San Benito specifically the Administration's office. The only anticipated cost will be personnel salaries and benefit expense in the amount of \$10,127.00 no fee is anticipated.

Exhibit C – Partnership Agreements

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

PARTNERSHIP AGREEMENT
between
SAN BENITO COUNTY CHAMBER OF COMMERCE
and the
COUNTY SAN BENITO
for the
2021-22 CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

PURPOSE

This Agreement formalizes the commitment by the San Benito County Chamber of Commerce (SBCCC) in assisting the County of San Benito (COUNTY) with outreach to microbusinesses in San Benito County for the purpose of informing eligible businesses of the grant funding available through the California Microbusiness COVID-19 Relief Grant Program, to be administered by the COUNTY.

PERIOD OF AGREEMENT

This agreement is effective January 1, 2022 through November 30, 2022. It is contingent on the COUNTY's being awarded funds by the State of California to serve as a grant making entity for the California Microbusiness COVID-19 Relief Grant Program (COUNTY). The COUNTY will be notified by the California Office of the Small Business Advocate (CalOSBA) of its Intent to Award by December 8, 2021.

CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

On October 11, 2021, the California Office of the Small Business Advocate (CalOSBA), a part of the Governor's Office of Business and Economic Development (GO-Biz), announced the open application period for California county governments to administer the California Microbusiness COVID-19 Relief Grant (COUNTY) program. The County program provides approximately \$50,000,000 in one-time grant funding to California's microbusinesses to be administered at the county level. The intent of the funding is to provide relief to hard-to-reach microbusinesses and entrepreneurs that have been negatively impacted by the COVID-19 pandemic.

San Benito County's anticipated award amount is \$80,077, of which a maximum of 20% may be used for administrative costs, leaving grant awards for eligible microbusinesses. It is anticipated that the grant program will fund at least 26 businesses awards of up to \$2,500.

ROLES & RESPONSIBILITIES

COUNTY:

Per the requirements of the grant, the COUNTY shall 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-income and rural communities. The COUNTY will work closely with the SBCCC, which promotes the development, growth, and success of small businesses and aspiring entrepreneurs in San Benito County, and other partners to reach these businesses and support those that wish to apply for a grant.

SBCCC:

In partnership with the COUNTY, the SBCCC shall disseminate information about the MBCRG to eligible microbusinesses through targeted outreach, employing whatever methods it deems effective, particularly for businesses owned by women, minorities, veterans, individuals without documentation, individuals with limited English proficiency, and business owners located in low-income and rural communities.

The SBCCC shall direct microbusinesses to the COUNTY for technical support that wish to apply for a grant. Technical assistance may entail assistance with interpretation of the grant eligibility requirements and guidance, technical support with the completion of the online or paper-based application, access to computers for applicants who want to complete an online application, or referral of applicants to the COUNTY for technical assistance.


The COUNTY and the SBCCC shall communicate regularly to coordinate outreach activities and avoid unnecessary duplication of efforts.

NON-FINANCIAL AGREEMENT CLAUSE

This Agreement is non-financial in nature and binds no party or partner to financial obligations to any other.

SIGNATURES

The individuals signing below commit to the terms of this Agreement and have the authority to commit the party they represent to the terms of this Agreement.


DocuSigned by:
7258BCD250E4436
Michelle Leonard, CEO/President
San Benito County Chamber of Commerce

11/18/2021

Date


Ray Espinosa, County Administrative Officer
County of San Benito

11/18/2021

Date

PARTNERSHIP AGREEMENT
between
CAL COASTAL SMALL BUSINESS DEVELOPMENT CENTER
and the
COUNTY SAN BENITO
for the
2021-22 CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

PURPOSE

This Agreement formalizes the commitment by the Cal Coastal Small Business Development Center (SBDC) in assisting the County of San Benito (COUNTY) with outreach to microbusinesses in San Benito County for the purpose of informing eligible businesses of the grant funding available through the California Microbusiness COVID-19 Relief Grant Program, to be administered by the COUNTY.

PERIOD OF AGREEMENT

This agreement is effective January 1, 2022 through November 30, 2022. It is contingent on the COUNTY's being awarded funds by the State of California to serve as a grant making entity for the California Microbusiness COVID-19 Relief Grant Program (COUNTY). The COUNTY will be notified by the California Office of the Small Business Advocate (CalOSBA) of its Intent to Award by December 8, 2021.

CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

On October 11, 2021, the California Office of the Small Business Advocate (CalOSBA), a part of the Governor's Office of Business and Economic Development (GO-Biz), announced the open application period for California county governments to administer the California Microbusiness COVID-19 Relief Grant (COUNTY) program. The County program provides approximately \$50,000,000 in one-time grant funding to California's microbusinesses to be administered at the county level. The intent of the funding is to provide relief to hard-to-reach microbusinesses and entrepreneurs that have been negatively impacted by the COVID-19 pandemic.

San Benito County's anticipated award amount is \$80,077, of which a maximum of 20% may be used for administrative costs, leaving grant awards for eligible microbusinesses. It is anticipated that the grant program will fund at least 26 businesses awards of up to \$2,500.

ROLES & RESPONSIBILITIES

COUNTY:

Per the requirements of the grant, the COUNTY shall 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-income and rural communities. The COUNTY will work closely with the SBDC, which promotes the development, growth, and success of small businesses and aspiring entrepreneurs in San Benito County, and other partners to reach these businesses and support those that wish to apply for a grant.

SBDC:

In partnership with the COUNTY, the SBDC shall disseminate information about the MBCRG to eligible microbusinesses through targeted outreach, employing whatever methods it deems effective, particularly for businesses owned by women, minorities, veterans, individuals without documentation, individuals with limited English proficiency, and business owners located in low-income and rural communities.

The SBDC shall also provide technical assistance to microbusinesses that wish to apply for a grant. Technical assistance may entail assistance with interpretation of the grant eligibility requirements and guidance, technical support with completion of the online or paper-based application, access to computers for applicants who want to complete an online application, or referral of applicants to the COUNTY for technical assistance.

The COUNTY and the SBDC shall communicate regularly to coordinate outreach activities and avoid unnecessary duplication of efforts.

NON-FINANCIAL AGREEMENT CLAUSE

This Agreement is non-financial in nature and binds no party or partner to financial obligations to any other.

SIGNATURES

The individuals signing below commit to the terms of this Agreement and have the authority to commit the party they represent to the terms of this Agreement.



Cindy Merzon, Director
Cal Coastal Small Business Development Center

11/17/2021

Date

DocuSigned by:

405A685FF53F40B...

Ray Espinosa, County Administrative Officer
County of San Benito

11/17/2021

Date

PARTNERSHIP AGREEMENT
between
SAN BENITO COUNTY CHAMBER OF COMMERCE FOUNDATION
and the
COUNTY SAN BENITO
for the
2021-22 CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

PURPOSE

This Agreement formalizes the commitment by the San Benito County Chamber of Commerce Foundation (SBCCCF) in assisting the County of San Benito (COUNTY) with outreach to microbusinesses in San Benito County for the purpose of informing eligible businesses of the grant funding available through the California Microbusiness COVID-19 Relief Grant Program, to be administered by the COUNTY.

PERIOD OF AGREEMENT

This agreement is effective January 1, 2022 through November 30, 2022. It is contingent on the COUNTY's being awarded funds by the State of California to serve as a grant making entity for the California Microbusiness COVID-19 Relief Grant Program (COUNTY). The COUNTY will be notified by the California Office of the Small Business Advocate (CalOSBA) of its Intent to Award by December 8, 2021.

CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

On October 11, 2021, the California Office of the Small Business Advocate (CalOSBA), a part of the Governor's Office of Business and Economic Development (GO-Biz), announced the open application period for California county governments to administer the California Microbusiness COVID-19 Relief Grant (COUNTY) program. The County program provides approximately \$50,000,000 in one-time grant funding to California's microbusinesses to be administered at the county level. The intent of the funding is to provide relief to hard-to-reach microbusinesses and entrepreneurs that have been negatively impacted by the COVID-19 pandemic.

San Benito County's anticipated award amount is \$80,077, of which a maximum of 20% may be used for administrative costs, leaving grant awards for eligible microbusinesses. It is anticipated that the grant program will fund at least 26 businesses awards of up to \$2,500.

ROLES & RESPONSIBILITIES

COUNTY:

Per the requirements of the grant, the COUNTY shall 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-income and rural communities. The COUNTY will work closely with the SBCCCF, which promotes the development, growth, and success of small businesses and aspiring entrepreneurs in San Benito County, and other partners to reach these businesses and support those that wish to apply for a grant.

SBCCCF:

In partnership with the COUNTY, the SBCCCF shall disseminate information about the MBCRG to eligible microbusinesses through targeted outreach, employing whatever methods it deems effective, particularly for businesses owned by women, minorities, veterans, individuals without documentation, individuals with limited English proficiency, and business owners located in low-income and rural communities.

The SBCCCF shall direct microbusinesses to the COUNTY for technical support that wish to apply for a grant. Technical assistance may entail assistance with interpretation of the grant eligibility requirements and guidance, technical support with the completion of the online or paper-based application, access to computers for applicants who want to complete an online application, or referral of applicants to the COUNTY for technical assistance.

The COUNTY and the SBCCCF shall communicate regularly to coordinate outreach activities and avoid unnecessary duplication of efforts.

NON-FINANCIAL AGREEMENT CLAUSE

This Agreement is non-financial in nature and binds no party or partner to financial obligations to any other.

SIGNATURES

The individuals signing below commit to the terms of this Agreement and have the authority to commit the party they represent to the terms of this Agreement.

DocuSigned by:

D87816883488428...
Eduardo Navarro, Executive Director
San Benito County Chamber of Commerce Foundation

11/18/2021

Date


Ray Espinosa, County Administrative Officer
County of San Benito

11/18/2021

Date

PARTNERSHIP AGREEMENT
between
ECONOMIC DEVELOPMENT CORPORATION OF SAN BENITO COUNTY
and the
COUNTY OF SAN BENITO
for the
2021-22 CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

PURPOSE

This Agreement formalizes the commitment by the Economic Development Corporation of San Benito County (EDC) in assisting the County of San Benito (COUNTY) with outreach to microbusinesses in San Benito County for the purpose of informing eligible businesses of the grant funding available through the California Microbusiness COVID-19 Relief Grant Program, to be administered by the COUNTY.

PERIOD OF AGREEMENT

This agreement is effective January 1, 2022 through November 30, 2022. It is contingent on the COUNTY's being awarded funds by the State of California to serve as a grant making entity for the California Microbusiness COVID-19 Relief Grant Program (COUNTY). The COUNTY will be notified by the California Office of the Small Business Advocate (CalOSBA) of its Intent to Award by December 8, 2021.

CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

On October 11, 2021, the California Office of the Small Business Advocate (CalOSBA), a part of the Governor's Office of Business and Economic Development (GO-Biz), announced the open application period for California county governments to administer the California Microbusiness COVID-19 Relief Grant (COUNTY) program. The County program provides approximately \$50,000,000 in one-time grant funding to California's microbusinesses to be administered at the county level. The intent of the funding is to provide relief to hard-to-reach microbusinesses and entrepreneurs that have been negatively impacted by the COVID-19 pandemic.

San Benito County's anticipated award amount is \$80,077, of which a maximum of 20% may be used for administrative costs, leaving grant awards for eligible microbusinesses. It is anticipated that the grant program will fund at least 26 businesses awards of up to \$2,500.

ROLES & RESPONSIBILITIES

COUNTY:

Per the requirements of the grant, the COUNTY shall 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-income and rural communities. The COUNTY will work closely with the EDC, which promotes the development, growth, and success of small businesses and aspiring entrepreneurs in San Benito County, and other partners to reach these businesses and support those that wish to apply for a grant.

EDC:

In partnership with the COUNTY, the EDC shall disseminate information about the MBCRG to eligible microbusinesses through targeted outreach, employing whatever methods it deems effective, particularly for businesses owned by women, minorities, veterans, individuals without documentation, individuals with limited English proficiency, and business owners located in low-income and rural communities.

The EDC shall also provide technical assistance to microbusinesses that wish to apply for a grant. Technical assistance may entail assistance with interpretation of the grant eligibility requirements and guidance, technical support with completion of the online or paper-based application, access to computers for applicants who want to complete an online application, or referral of applicants to the COUNTY for technical assistance.

The COUNTY and the EDC shall communicate regularly to coordinate outreach activities and avoid unnecessary duplication of efforts.

NON-FINANCIAL AGREEMENT CLAUSE

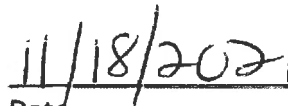
This Agreement is non-financial in nature and binds no party or partner to financial obligations to any other.

SIGNATURES

The individuals signing below commit to the terms of this Agreement and have the authority to commit the party they represent to the terms of this Agreement.



Renee Wells, Executive Director
Economic Development Corporation of San Benito County



Date



Ray Espinosa, County Administrative Officer
County of San Benito

11/18/2021

Date

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and COUNTY OF MONTEREY ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on JULY 1, 2020 , and end on JUNE 30, 2021 , unless sooner terminated as specified herein. Unless terminated, this contract shall automatically renew for two (2) successive one (1) year periods (July 1 – June 30), up to JUNE 30, 2023, under the same terms and conditions unless either party, not less than thirty (30) days before the expiration of the contract, gives the other party written notice of intent that the agreement not be renewed.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000.00 self-insured
- (b) Professional liability insurance: \$N/A
- (c) Comprehensive motor vehicle liability insurance: \$N/A

6. Termination.

The number of days of advance written notice required for termination of this contract is 60 days.

7. Specific Terms and Conditions (check one)

- ☐ There are no additional provisions to this contract.
- ☒ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

- [] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:


Name: Ray Espinosa
Title: County Administrative Officer
Address: 481 Fourth Street
Hollister, California 95023
Telephone No.: (831) 636-4000
Fax No.: (831) 636-4010

Contract Administrator for CONTRACTOR:


Name: Jason Cameron
Title: Director, Military & veterans Affairs
Address: 1200 Aquajito, Suite 003
Monterey, California 93940
Telephone No.: (831) 647-7619
Fax No.: (831) 647-7618

SIGNATURES

APPROVED BY COUNTY:


Name: Jaime De La Cruz
Chair, San Benito County Board of Supervisors
Date: 6-16-20

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office


By: Shirley L. Murphy, Deputy County Counsel
Date: May 29, 2020

APPROVED BY CONTRACTOR:

Name: Jason C. Cameron
Title: Director, Military & Veterans Affairs
Date: _____

APPROVED AS TO LEGAL FORM:
Monterey County Counsel's Office

By: _____
Date: _____

- [] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Ray Espinosa
 Title: County Administrative Officer
 Address: 481 Fourth Street
 Hollister, California 95023
 Telephone No.: (831) 636-4000
 Fax No.: (831) 636-4010

Contract Administrator for CONTRACTOR:

Name: Jason Cameron
 Title: Director, Military & veterans Affairs
 Address: 1200 Aquajito, Suite 003
 Monterey, California 93940
 Telephone No.: (831) 647-7619
 Fax No.: (831) 647-7618

SIGNATURES

APPROVED BY COUNTY:

Name: Jaime De La Cruz
 Chair, San Benito County Board of Supervisors

Date: _____

APPROVED AS TO LEGAL FORM: San Benito County Counsel's Office

Shirley L. Murphy
 By: Shirley L. Murphy, Deputy County Counsel

Date: May 29, 2020

APPROVED BY CONTRACTOR:

DocuSigned by:

Jason Cameron

748E846C4D9242D...

Name: Jason C. Cameron
 Title: Director, Military & Veterans Affairs

Date: 6/19/2020 | 3:15 PM PDT

APPROVED AS TO LEGAL FORM: Monterey County Counsel's Office

DocuSigned by:

Anne Brenton, County Counsel

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By: _____

Date: 6/5/2020 | 9:34 AM PDT

DocuSigned by:

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6/5/2020 | 10:58 AM PDT

ATTACHMENT A
Monterey County Veterans Services
Scope of Services

CONTRACTOR, for the COUNTY'S benefit, shall provide the following services:

- I. As required pursuant to Section 970 and 971 of the State of California Military and Veterans Code, the Military and Veterans Affairs Officer shall assist every veteran of any war of the United States and dependents of every deceased veteran in presenting and pursuing any claims the veteran may have against the United States and in establishing the veteran's rights to any privilege, preference, care or compensation provided for by the laws of the United States or of this State.
- II. The Military and Veterans Affairs Officer shall administer the aid provided for in Chapter 5 of the Military and Veterans Code (§ 920, et seq.), and shall investigate all claims, applications, or requests for aid made pursuant to Chapter 5.
- III. CONTRACTOR Responsibilities:
 - a. CONTRACTOR shall provide Staff to serve San Benito County which include:
 - i. County Veteran Service Officer
 1. The Monterey County Veteran Service Officer shall serve as the San Benito County Veteran Service Officer (CVSO) in accordance with the responsibilities of Section 970 and 971 of the State of California Military and Veterans Code.
 2. The CVSO shall provide a full-time Veteran Services Representative (VSR) accredited by the California Department of Veterans Affairs (CDVA) to serve San Benito County veterans and their dependents in accordance with Chapter 5 of the State of California Military and Veterans Code.
 3. The CVSO shall represent San Benito County veterans' interests at State and National (if attended) veteran service organization (VSO) conferences and trainings.
 4. The CVSO shall make him/herself available to the veterans and dependents of San Benito County when requested.
 5. The CVSO shall investigate and respond to State and National inquiries regarding veteran benefit claims of San Benito County veterans and dependents.

6. The CVSO shall be responsible for San Benito County semi-annual reporting to the California Department of Veteran Affairs (CalVet).
7. The CVSO shall provide an annual report to the San Benito County Board of Supervisors between October and November.
8. The CVSO shall inform the San Benito County Contract Manager about veteran service grants provided by the State or Federal government.

ii. Management Analyst

1. The Monterey County Management Analyst shall serve as the Monterey County Contract Manager for this Agreement.
 - a. The Monterey County Contract Manager shall attend a minimum of two (2) contract management meetings with the San Benito County Contract Manager each contract year.
2. The Monterey County Management Analyst shall serve as the analyst for San Benito County Veteran Services and the San Benito County Veteran Service Office.
3. The Monterey County Management Analyst shall ensure proper supervision is provided for the San Benito County Veteran Service Office personnel.
4. The Monterey County Management Analyst shall act as the San Benito County Office manager and ensure the office is properly staffed, has adequate supplies, has access to phone, fax, and internet, has proper media and website support, and is in compliance with applicable Federal and State veteran service regulations.
5. The Monterey County Management Analyst shall provide available and relevant data regarding San Benito Veteran Services to the San Benito County Board of Supervisors, County Administration Officer, and San Benito County residents when requested and as authorized under Federal and State laws.

iii. Veteran Services Representative

1. The Monterey County Veteran Service Officer shall assign one (1) Monterey County Veteran Services Representative (VSR) to provide veteran services to San Benito County residents.
2. The VSR shall be accredited by the California Department of Veteran Affairs (CDVA) or be able to obtain CDVA accreditation within eight (8) months of assignment.
 - a. If not currently accredited, the VSR shall have access to a Monterey County Senior VSR for mentoring and review and approval of claim activities.
3. A maximum of thirty-two (32) normal public facing working hours of the VSR shall be between 8:00 a.m. to 12:00 pm (noon) and 1:00 p.m. to 5:00 p.m., Monday through Thursday, excluding approved time-off, observed holidays and mandatory trainings by either County.
4. A minimum of eight (8) non-public facing work hours shall be provided on Fridays and/or as needed to support claims administration and reporting.
5. The VSR shall inform San Benito County if public facing working hours are reduced below thirty-two (32) and/or if non-public facing working hours are increased above eight (8) unless due to approved time-off, holidays and/ trainings.
6. If the San Benito County VSR position should become vacant due to termination, transfer, or transition of the assigned VSR, a temporary VSR shall be provided by Monterey County until a qualified replacement is identified and assigned.
 - a. Customer and non-customer facing hours may be reduced below forty (40) hours per week during a replacement period if a written (email) agreement is reached between the San Benito County Administrative Officer (CAO) and Monterey County Veteran Service Officer (CVSO). The agreement shall identify temporary business hours and the replacement timeline and shall not impact the payment schedule set forth in Attachment B to this contract.
7. The VSR shall be permitted to close the San Benito County Veteran Service Office during customer facing business

hours under the criteria below without additional notification to the San Benito County Administrative Officer. Proper signage shall be placed at the San Benito County Veteran Service Office indicating date(s) closed, reason for closure, re-open date, and contact information for veteran services during closure.

- a. For holidays approved by Monterey County in the annual holiday schedule available on the Monterey County website.
- b. For a maximum period of five (5) working days to attend mandatory trainings provided by the California Department of Veteran Affairs (CDVA), California Association of County Veteran Service Officers (CACVSO), and National Association of County Veteran Service Officers (NACVSO). This authorization shall not exceed ten (10) business days per contract year.
- c. For one (1) business day to attend Monterey County, San Benito County, Veteran Service Organization (VSO), or local veteran service provider/affiliate meetings or trainings. This authorization shall not exceed two (2) business days per contract month.
- d. For a maximum of three (3) business days due to illness or hospitalization. This authorization shall not exceed six (6) business days per contract year.
- e. For a maximum of two (2) weeks or eight (8) business days during the December holiday period.
- f. For a maximum of one (1) week for VSR vacation. This authorization shall not exceed two (2) weeks per calendar year.

iv. Additional Veteran Service Representative Support

1. The Monterey County Veteran Service Officer shall ensure all Monterey County Veteran Service Representatives (VSRs) are familiar with San Benito County Veteran Service Office cases and are available to provide claim support either remotely or from their assigned office when required.

2. All Monterey County VSRs shall have access to the San Benito County Veteran Service Database to ensure proper claim support is provided when required.
3. All Monterey County VSRs shall visit and be familiar with the San Benito County Veteran Service Office and the locations of veterans' resources in San Benito County.

v. Clerical Staff

1. The Monterey County Veteran Service Officer shall ensure Monterey County Veteran Service Office Clerical staff are trained and qualified to provide veteran service information to San Benito County residents.
2. Clerical staff shall be familiar with San Benito County Veteran Service office hours, procedures, and contact information.
3. Clerical staff shall be familiar with San Benito County veteran resources, service organizations, and service provider schedules.
4. Clerical staff shall provide emergency back-up phone, fax, and email support when the San Benito County Veteran Service Office requires the additional support.

b. Facilities

- i. The Monterey County Veteran Service Officer (CVSO) shall provide décor for the San Benito County Veteran Service Office to include but not limited to flags, military memorabilia, pictures and frames, and other items that might be displayed in a veteran service office. This décor shall remain the property of the Monterey County Veteran Service Office.
- ii. The Monterey County Veteran Service Officer (CVSO) shall notify the San Benito County Contract manager of all facility issues and concerns within twenty-four (24) hours of discovery. Facility issues include significant damage, degradations, and pest infestations.

c. Systems & Equipment

- i. The Monterey County Veteran Service Officer (CVSO) shall ensure the San Benito County Veteran Service Representative (VSR) has access to the approved California Department of Veteran Affairs (CalVet) veteran services database system (currently VetPro) and

the Department of Veteran Affairs (VA) veteran services database (currently VBMS) and all peripheral equipment required to provide veteran services.

- ii. In order to ensure proper access to veteran benefits systems, the CVSO may purchase and provide Monterey County equipment for use in the San Benito County Veteran Service Office to include but not limited to: computers, printers, phone and fax, shredders, smart-card readers, modems, routers, wireless internet support equipment, and portable service equipment (tablets and portable document systems).

1. In all cases, the equipment provided by Monterey County shall belong to and be maintained by Monterey County.

d. Office Supplies

- i. The Monterey County Veteran Service Officer (CVSO) shall provide all office supplies to include stationary, pens, pencils, envelopes, and desktop equipment including but not limited to toner cartridges, staplers, scissors, paperclips, and stamps.

e. Media and Marketing

- i. The Monterey County Veteran Service Officer (CVSO) shall provide all San Benito County Veteran Service Office media support and marketing materials with the exception of the San Benito County website information page regarding the San Benito County Veteran Service Office which shall be maintained by the San Benito County Webmaster.
- ii. Media and Marketing materials include but are not limited to Veteran Service Office signage, posters, flyers, brochures, business cards, and social media accounts.
- iii. The Monterey County CVSO shall ensure Federal and State veteran service webpages are updated and accurate with San Benito County Veteran Service Office information.

f. Veteran Service Organization Membership Dues and Training

- i. The Monterey County Veteran Service Office will pay for all veteran service organization membership dues and required training costs outlined in Budget Schedule Section E, set forth in Attachment B to this contract.

IV. San Benito County Responsibilities:

a. Staff

i. Contract Manager

1. San Benito County shall designate one (1) Contract Manager to provide contract oversight and support.
2. The San Benito Contract Manager shall schedule and attend a minimum of two (2) contract management meetings with the Monterey County Contract Manager each contract year.
3. The San Benito Contract Manager shall assist with the completion and timely submission of the CalVet Net County Cost form and the Semi-Annual Claim for Subvention Funds form, copies of which are included in Attachment D to this contract, which forms are due July 31st and January 31st each fiscal year.

ii. Clerical Support

1. San Benito County shall provide one (1) part-time Clerical Support Staff to work at the San Benito County Veteran Service Office.
2. San Benito County shall provide Administrative Services to the clerical support staff to include payroll, human resources, and County professional training. San Benito County shall be responsible for all insurance, retirement, workers compensation, promotions, and formal disciplinary actions for these positions.
3. The clerical support staff shall be supervised by either the Monterey County Veteran Service Representative assigned to the San Benito County Veteran Service Office or the Monterey County Veteran Service Office Supervisor.
 - a. The Monterey County employee providing supervision of the clerical support staff shall provide time sheets, evaluations, and counseling forms to San Benito County Human Resources and Payroll.
4. The clerical support staff shall provide front office information and services to include but not limited to greeting customers, answering and returning phone calls, filing basic claim forms, creating and maintaining customer

database files, and providing basic claims information and services.

5. The one (1) clerical support staff position shall be available Monday – Friday for twenty-four (24) hours per week. Working hours shall be scheduled by Monterey County but shall not exceed eight (8) hours per day and twenty-four (24) hours per week. San Benito County shall provide a minimum of two (2) weeks' notice to Monterey County if the employee approaches the maximum amount of allowable annual hours (960 – 1,000 for CalPERS).

b. Facilities

- i. San Benito County shall provide the facility which the San Benito County Veteran Service Office will inhabit.
 1. The current location of this facility is the Veterans Memorial Building located at 649 San Benito St, Hollister, CA 95023.
 2. San Benito County shall take early, proper, and effective action to ensure that the County Veteran Service Office maintains a legal right to occupy the Veterans Memorial Building. San Benito County shall work with the City of Hollister and the Veterans Memorial Building management to prevent eviction or termination of rights to this location.
 3. San Benito County shall provide an alternative Veteran Services Office location should the primary location become unavailable due to remodel, damage, or health and safety restrictions. The alternative office shall have a minimum of two (2) workstations and an interview room for privacy.
- ii. San Benito County shall ensure the following utilities and services are provided and paid for by either building management or San Benito County:
 1. A minimum of one (1) phone line allowing for multiple calls to be received simultaneously.
 2. A minimum of one (1) fax line for transmitting claim documents to government agencies.
 3. A minimum of one (1) high quality data/internet line. The line shall support the transmission of voice, video, images, and documents.

4. Regular janitorial and cleaning services to include restroom cleaning, dusting, vacuuming, trash service, and periodic extensive cleaning (to include carpet cleaning). Basic cleaning services shall be provided a minimum of once per week. Extensive cleaning services shall be provided at least once every six (6) months and when requested.
- iii. San Benito County shall provide the following furniture at the San Benito County Veteran Service Office:
1. A minimum of two (2) ergonomic workstation chairs, one for the VSR and one for the OA. Chairs shall be of the same quality or higher as most of the chairs currently being used by San Benito County workers.
 2. A minimum of two (2) ergonomic desks, one for the VSR and one for the OA. Desks shall be of the same quality or higher as most of the desks currently being used by San Benito County workers. Desks shall be upgraded at the same interval as all other San Benito County offices.
 3. A minimum of six (6) matching customer chairs for the lobby and interview room. Chairs shall be of a quality to support customers of large size and weight and severe mobility disabilities. Chairs shall be replaced when damaged or broken and shall be of similar or better quality than most customer chairs in use by offices of San Benito County.

c. Systems & Equipment

- i. San Benito County shall provide the following office equipment:
1. A minimum of two (2) central processing unit (CPU) towers. CPUs shall have the latest operating system software approved and in use by San Benito County. CPUs shall have competitive data storage drives and random-access memory (RAM) when compared to most CPUs in use by San Benito County. CPUs shall receive regular updates from San Benito County Information and Technology (IT) department.
 2. A minimum of two (2) displays/monitors for each CPU for a total of four (4) monitors. Displays shall be of the same or better quality as most displays currently in use by San Benito County. Displays shall be upgraded at the same time frame

as other San Benito County offices are receiving new displays.

3. One (1) high volume xerox (or similar vendor) fax, print, scan machine. The machine shall receive support from San Benito County IT for programing. Programming shall include the ability to receive and print office facsimiles, scan to pre-programmed email address, and fax to pre-programmed fax numbers.
4. One (1) desktop video camera for the VSR to support virtual meetings with veterans.
5. Two (2) sets of peripheral cables and wiring to support all hardware.
6. One (1) heavy duty office shredder rated to destroy documents containing personally identifiable information (Social Security Numbers and Dates of Birth).

END OF ATTACHMENT A

ATTACHMENT B Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in Attachment A.
☒ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum payment of \$ _____, or
☒ a total sum not to exceed \$330,000.00 _____

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- ☐ There are no additional terms of compensation.
☒ The following specific terms of compensation shall apply: (Specify)

- a. COUNTY shall make the following quarterly payments:

Year	Quarterly (1/4 of the total annual)	Total annually
2020-2021	(\$26,250 per quarter)	\$105,000
2021-2022	(\$27,500 per quarter)	\$110,000
2022-2023	(\$28,750 per quarter)	\$115,000
Total 2020-2023		\$330,000

- b. CONTRACTOR shall provide quarterly invoices according to the following schedule:

Invoice dates	For services rendered
October 15	July 1 st through September 30 th
January 15	October 1 st through December 31 st
April 15	January 1 st through March 31 st
July 15	April 1 st through June 30 th

- c. The costs of membership dues and training described in paragraph III.f.i. of Attachment A to this contract are included in the annual contract amount and no additional compensation is required.

d. The following is the Veteran's Service Office Budget Schedule:

Monterey County – Military & Veterans Affairs Office San Benito County Veterans Service Office Budget				
A. Personnel				
Position	Hourly Wage	FTE	Annual Hours	Cost
CVSO (Step 3)	\$54.59	0.2	96	\$5,241
MAIII (Step 7)	\$50.65	0.4	192	\$9,725
VSRIII (Step 7)	\$34.15	1.0	173.2	\$71,032
VSRII (Step 4)	\$26.44	0.1	48	\$1,269
PAO (Step 7)	\$26.11	0.1	48	\$1,253
OA II (Step 7)	\$21.71	0.2	96	\$2,084
			Total	\$90,604
B. Fringe Benefits				
Component	Rate	Annual Wage		Cost
CVSO	30%	\$5,241		\$1,572
MAIII	30%	\$9,725		\$2,918
VSRIII	30%	\$71,032		\$21,310
VSRII	30%	\$1,269		\$381
PAO	30%	\$1,253		\$376
OA II	30%	\$2,084		\$625
		Total		\$27,182
C. Facilities				
Item	Purpose	QTY * \$ Each		Cost
US & Military Department Flags	Common for CVSO Office	10 * \$500		\$5,000
Portable Workstation	Outreach Services	1 * \$3,500		\$3,500
		Total		\$8,500
D. Supplies & Marketing Materials				
Items	Examples			Cost
Supply Items para III.d.	Copier Paper, Toner Cartridges, Desktop Supplies			\$2,000
Marketing Items para III.e.	Signs, flyers, website, business cards, etc.			\$1,000
	Total			\$3,000
E. Accreditation & Training				
Name	Reason	Rate		Cost
CACVSO Membership	Required	\$2,000 per year		\$2,000
CACVSO Training	Required	\$2,500 per year		\$2,500
NACVSO Membership	Required	\$50 per year		\$50
		Total		\$4,550
F. Other				
Item	Rate			Cost
Homeless Veterans Stand Down	Cost per year contribution			\$5,000
	Total			\$5,000
Totals				
Section A: Personnel				\$90,604
Section B: Fringe Benefits				\$27,182
Section C: Facilities				\$8,500
Section D: Supplies & Marketing				\$3,000
Section E: Accreditation & Training				\$4,550
Section F: Other				\$5,000
Total Annual Cost				\$138,836
Flat Service Fee 1 st Year				\$105,000
Flat Service Fee 2 nd Year				\$110,000
Flat Service Fee 3 rd Year				\$115,000

END OF ATTACHMENT B.

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

ATTACHMENT D

Specific Terms and Conditions

The rights and duties of the parties to this contract are additionally governed by the following specific, additional terms and conditions:

D-1. INDEMNIFICATION. Paragraph C-1 of Attachment C to this contract is hereby deleted in its entirety and replaced with the following provision:

Mutual Indemnity - Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

D-2. FORMS. Each quarter on the invoice dates identified in Attachment B (Payment Schedule) to this contract, CONTRACTOR shall provide the billing letter copied below on Monterey County Military & Veterans Affairs Office letterhead and signed by the authorized authority. In addition, the Parties will coordinate in preparing and timely submitting the CalVet Net County Cost form and the Semi-Annual Claim for Subvention Funds form copied below.

D-3. HARMONIZATION OF CONTRACT TERMS. Where the specific terms and conditions set forth in this Attachment D specifically conflict with the general terms and conditions set forth in Attachment C to this contract, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in Attachment C shall remain in full force and effect, to the extent they do not specifically conflict with the specific terms and conditions set forth in this Attachment D.

Monterey County

Military and Veterans Affairs Office

1200 Aguajito Rd. Suite 003 I Monterey, CA 93940 I 831.647.7613



[Date]

San Benito County Administrative Officer (CAO)
County of San Benito
481 4th Street
Hollister, CA 95023

Dear San Benito County CAO:

This letter constitutes the billing for Veteran Service Office (VSO) services provided to San Benito County by the County of Monterey Military and Veterans Affairs Office (MVAO) pursuant to our contract that became effective **July 1, 2020**.

Please reimburse the County of Monterey Military and Veterans Affairs Office the amount of **\$26,250** for VSO services provided to San Benito County between [beginning date – end date of previous quarter].

Please have the reimbursement check made payable to:

County of Monterey, Military and Veterans Affairs

Monterey County Military & Veterans Affairs Office
1200 Aguajito Rd (Suite 003)
Monterey, CA 93940

Many Thanks and Very Respectfully,

[Authorized Signature]



Military & Veterans Affairs Office

1200 Aguajito Rd, Suite 003
Monterey, CA 93940
Office: 831-647-7613

Email: authorized signer email address Web: www.mvao.org

Net County Cost (Sample)

**CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS
VETERANS SERVICES DIVISION
NET COUNTY COST SUMMARY (July 1, 2019 - December 31, 2019)**
Semin-Annual Claim for Subvention Funds for the same period must be attached to this form
SCAN AND UPLOAD VIA VETPRO AGENCY ATTACHMENTS

COUNTY: _____

FY 2019-2020
Budgets are not
needed in this
reporting period.

Staffing

Filled Positions

Accredited VSR/VBC/VCR

FTE

Non-Accredited VSR/VBC/VCR

FTE

Support Staff

FTE

Total filled FTE

**1ST SIX-MONTH
JULY - DECEMBER,
2019 EXPENDITURES**

Expenditures

Direct Costs

Personnel Expenditures

A

Operating Expenditures

B

Total Direct Costs (Sum of lines A plus B)

C

Indirect Costs (i.e. Overhead) (List by type/source if available: COWCAP, etc.)

COWCAP

D

HHSA

E

Admin Sup, Cler Sup:

F

Total Indirect Costs (Sum of lines D, thru F)

G

Total Costs (Sum of lines C plus G)

H

Local Revenue (DO NOT report revenue received from CalVet (subvention, medi-cal, vsof))

Other Local

I

Other Local

J

Other Local*

K

Total Local Revenue (Sum of lines I thru K)

M

CVSO Mentor Program (Travel Expenses approved by Lead County)

* Insert lines if necessary

TO BE FILLED IN BY CDVA ONLY

CDVA Subvention

CDVA MediCal Cost Avoidance

CDVA VSO

Rev 11/19

NET COUNTY COST

\$

\$

Semi-Annual Claim for Subvention Funds (Sample)

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

Semi- Annual Claim for Subvention Funds:

July 1, 2019 – December 31, 2019

FISCAL YEAR 2019-2020

The County of _____ hereby certifies that county funds in the amount of \$ _____ have been exclusively expended for the operation of the County Veterans Service Office (CVSO) for the above period. Based upon these expenditures, and the workload reported by the CVSO for this same period, I apply for the 1st installment of this county's subvention allocation.

INCLUDE A COPY OF YOUR NET COUNTY COST (NCC) FORM WITH THIS FORM.

Signature
County Auditor/Controller
(no electronic signatures)

Date

THIS PORTION TO BE COMPLETED BY THE CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

Authorization for disbursement of subvention funds:

The above county is approved for payment in the amount of \$ _____

According to Military and Veterans Code Sections 972 and 972.1

Charge: Chapter _____ Item 8955-101-0001

DEPUTY SECRETARY FOR VETERANS SERVICES

DATE

SCAN AND UPLOAD THIS COMPLETED FORM AND YOUR NET COUNTY COST FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

Rev 11/19

END OF ATTACHMENT D.

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	\$	15,077.79
Proposed Eligible Microbusiness Grants Budget	\$	65,000.00
Total Proposed Budget	\$	80,077.79

Exhibit E – Letter of Designation



COUNTY OF SAN BENITO

ADMINISTRATIVE OFFICE

481 FOURTH STREET, HOLLISTER, CA 95023 (831) 636-4000 FAX: (831) 636-4010  WWW.COSB.US

RAY ESPINOSA, COUNTY ADMINISTRATIVE OFFICER
EDGAR NOLASCO, DEPUTY COUNTY ADMINISTRATIVE OFFICER

Gabriel Orozco

Budget Officer

Dulce Alonso

Sr. Admin. Analyst

Graciela Rodriguez

Asst. Admin. Analyst

Jeanett Rodriguez

Asst. Admin. Analyst

Lorena Moreno

Executive Assistant

November 18, 2021

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

Re: Designation of Microbusiness covid-19 Relief Grant Program to the County Administrative Office to administer

Dear Ms. Myers,

On behalf of San Benito County, we thank the department's ongoing efforts in supporting California's economic development, job growth, and business assistance. The County Administration Office has prioritized economic development and supporting our local business to recover from financial impacts created by covid-19, equipping my team with experience developing and implementing various programs. I have complete confidence in the team's ability to administer the Microbusiness covid-19 Relief Grant Program successfully. Our team will ensure that we prioritize Microbusinesses that face 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-income and rural communities.

We are grateful for this opportunity to serve our community better. We will continue to support our local economy in any way possible. Thank you for your time and consideration.

Sincerely,

Ray Espinosa
County Administrative Officer

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

Phone: 1-877-345-4633

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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.

r.4.5 Third-party verification form.

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
Total Population	39,466,855	100.0%	\$ 49,750,000.00

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 osba@gobiz.ca.gov to be included in initial Q&A
Friday, November 5, 2021 by 5:00pm PST	Answers to questions posted on calosba.ca.gov
Friday, November 5, 2021 at 10am	Webinar for interested applicants Register HERE
Tuesday, November 30, 2021 by 5:00pm PST	RFP application period closes – all submissions must be received via email at osba@gobiz.ca.gov

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 st , 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

All questions regarding this Announcement shall only be submitted in writing (e-mail only) to 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 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

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 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:	

Signature of Contact (E-signature is acceptable)

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
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 (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)
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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.

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- a. Subcontractor's legal name and address (subcontractor must be located in California)
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- e. 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
 - 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