

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 January 27, 2022 | 16:39 PST is entered into by and between COUNTY OF SOLANO (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-C22 ("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 SOLANO 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 \$552,785.83 (five hundred fifty-two thousand seven hundred eighty-five dollars and eighty-three cents) as shown in Exhibit D for the Term of this AGREEMENT.
5. **Delivery.** All materials, services, and/or deliverables required under this AGREEMENT must be completed and delivered to CalOSBA on or before December 30, 2022.
6. **Allowable Costs and Fees.** Allowable costs and fees eligible for reimbursement to the RECIPIENT for performance of this AGREEMENT must be in accordance with the Program Announcement and budget outlined in the AGREEMENT, including the attached exhibits.
7. **Third-party contracts.** RECIPIENT acknowledges that additional third-party contracts in which RECIPIENT seeks to enter, beyond the scope of the original approved budget, must be approved in writing by CalOSBA prior to execution.
8. **Knowledge and expertise.** RECIPIENT represents that it is knowledgeable in its field and that any services performed/and or managed by RECIPIENT will be performed in compliance with this AGREEMENT and any attachments thereto.
9. **Performance.** RECIPIENT acknowledges that failure to comply with this AGREEMENT may affect future funding opportunities from CalOSBA.
10. **Definitions**
 - A. “County” means one of the 58 California county jurisdictions.
“Qualified microbusiness” means an entity that meets and self-certifies, under penalty of perjury, all of the following criteria:
 - i. Prior to December 31, 2019, the microbusiness began its operation and was legally operating since that time, including being registered with the California Secretary of State, if required.
 - ii. The microbusiness is currently active and operating, or has a clear plan to reopen

when the state permits reopening of the business.

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

ii. Grantees: Qualified microbusiness.

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

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

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

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

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

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

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

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

- 12. Termination of Agreement.** Either party may terminate this AGREEMENT upon thirty (30) calendar days advance written notice to the other party. Upon termination of this AGREEMENT, CalOSBA agrees to compensate RECIPIENT for all allowable, unavoidable, expenses reasonably incurred by RECIPIENT in the performance of its work under this AGREEMENT prior to the date of termination. RECIPIENT agrees to complete services and/or provide required deliverables through the date of termination.
- 13. Modification or Waiver.** No part of this AGREEMENT shall be modified without the express written consent of both parties. The waiver by one party of any breach of any term or condition of this AGREEMENT shall not be construed as a waiver of any other obligation by a party to perform pursuant to the terms and conditions of this AGREEMENT. Nor shall said waiver be construed as a continuing waiver of the original breach.
- 14. Assignment.** No part of this AGREEMENT may be assigned by either party without the prior written consent of both parties.
- 15. Amendments.** CalOSBA may amend this AGREEMENT if necessary as a result of external factors. This Agreement may only be amended or modified in writing and signed by all parties.
- 16. Invoicing and Reporting Requirements.** RECIPIENT must provide the required reports to CalOSBA by the established deadlines in Exhibit F, "Program Announcement" and as shared by CalOSBA following signature of this agreement. Failure to file timely reports will be tracked for grant performance and may result in withholding reimbursements, termination, and could affect future requests for funding.

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

B. Invoicing Requirements. Following execution of the agreement, RECIPIENT will receive an upfront payment for the total amount to disburse through grants to eligible micro

businesses as well as 75% of the administrative costs. Remaining administrative costs will be processed with a final payment to be held until all disbursements have been made and final reports have been submitted and approved.

- 17. Payment.** CalOSBA agrees to pay approved invoices within forty-five (45) calendar days of receipt. In no event shall the RECIPIENT request reimbursement from CalOSBA for obligations entered into or for costs incurred prior to the commencement date or after the expiration date of this AGREEMENT. Invoices shall be paid upon satisfactory completion of AGREEMENT work and submittal of all reports required in this AGREEMENT as described in the AGREEMENT and the Exhibits. "Satisfactory completion" as used in this AGREEMENT means that the RECIPIENT has complied with all terms, conditions, and performance requirements of this AGREEMENT, including any requests for additional information and documentation from CalOSBA. All Award Funds shall be used solely for the purpose of performing the work as set forth in this AGREEMENT.
- 18. Indemnification/Warranty Disclaimer/Limitation of Liability.** RECIPIENT shall defend, indemnify and hold CalOSBA, and the State of California, its agents or assigns, harmless from and against all claims, damages, and liabilities (including reasonable attorneys' fees) arising from RECIPIENT'S or its agents' or assigns' breach of this AGREEMENT, or the result of RECIPIENT'S or its agents' or assigns' willful misconduct or gross negligence in connection with this AGREEMENT. UNDER NO CIRCUMSTANCES WILL THE STATE OF CALIFORNIA, CALOSBA, ITS AGENTS OR EMPLOYEES, BE LIABLE TO RECIPIENT FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE FROM THIS AGREEMENT, UNLESS CALOSBA ENGAGES IN WILLFUL MISCONDUCT OR IS GROSSLY NEGLIGENT IN CONNECTION WITH THIS AGREEMENT.
- 19. Force Majeure.** If by reason of force majeure the RECIPIENT'S performance of obligations pursuant to this AGREEMENT are delayed, hampered or prevented, then the performance by the RECIPIENT may be extended for the amount of time of such delay or prevention. The term "Force Majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest; embargo, riot, war, insurrection or civil unrest; any act of God; any act of legally constituted authority; or any other cause beyond RECIPIENT'S control which would excuse the RECIPIENT'S performance as a matter of law.
- 20. Notice of Force Majeure.** RECIPIENT agrees to give CalOSBA written notice of an event of force majeure under this Paragraph as soon as possible, but no later than within ten (10) calendar days of the commencement of such event and within ten (10) calendar days after the termination of such event, unless the Force Majeure prohibits RECIPIENT from reasonably giving notice within this period.
- 21. Public Records.** RECIPIENT acknowledges that CalOSBA is subject to the California Public Records Act (PRA) (Government Code section 6250 et seq.). This AGREEMENT and materials submitted by RECIPIENT to CalOSBA may be subject to a PRA request, except in the event that such documents submitted to CalOSBA are considered confidential information and exempt under the PRA. In the event records of the RECIPIENT are requested through a PRA, CalOSBA will notify the RECIPIENT as soon as practicable that a PRA request for the RECIPIENT'S information has been received, but not less than five (5) business days prior to the release of the requested information to allow the

RECIPIENT to seek an injunction. CalOSBA will work in good faith with the RECIPIENT to protect the information to the extent an exemption is provided by law.

- 22. Nondiscrimination.** RECIPIENT shall comply with all applicable federal and state laws and statutes related to nondiscrimination, including those acts and amendments prohibiting discrimination on the basis of race, color, religion/creed, sex/gender (including pregnancy, childbirth, breastfeeding or related medical condition), sexual orientation or gender identity/expression, ancestry/national origin, age (40 or older), marital status, disability (mental and physical), medical condition, genetic information, military or veteran status.
- 23. Retention of Records.** RECIPIENT agrees to maintain and preserve all records related to this AGREEMENT for three (3) years after the end of the AGREEMENT or after AGREEMENT termination. RECIPIENT agrees to permit CalOSBA's duly authorized representatives to have access to and to examine and audit any pertinent materials, including but not limited to books, documents, papers, and records related to this AGREEMENT.
- 24. Audit / Review of Records.** The books and accounts, files, and other records of the RECIPIENT, which are applicable to this AGREEMENT, shall be available for inspection, review, and audit during normal business hours by CalOSBA and its representatives to verify performance metrics and determine the proper application and use of all funds paid to or for the account or benefit of the RECIPIENT. RECIPIENT agrees that CalOSBA may request that the applicant provide details relating to the source and amount of nonstate local match funds.
- 25. Severability.** Should any part, term, or provision of this AGREEMENT be declared or determined by any court or other tribunal or appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term, or provision shall be deemed stricken and severed from this AGREEMENT. Any and all other terms of this AGREEMENT shall remain in full force and effect.
- 26. Applicable Law and Consent to Jurisdiction.** This AGREEMENT will be governed, construed, and enforced according to the laws of the State of California without regard to its conflict of laws rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state court located within Sacramento County, State of California in connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.
- 27. Attorneys' Fees.** In the event of any litigation between the parties concerning the terms and provisions of this AGREEMENT, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.
- 28. Interpretation.** Each party has had the opportunity to seek the advice of counsel or has refused to seek the advice of counsel. Each party and its counsel, if appropriate, have participated fully in the review and revision of this AGREEMENT. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this AGREEMENT. The language in this AGREEMENT shall be interpreted as to its fair meaning and not strictly for or against any party.
- 29. Days.** Any reference to days in this AGREEMENT, unless specifically stated to be business days (which shall be Monday through Friday and shall not include weekends or state holidays), shall

mean calendar days.

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

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

32. Entire Agreement. This AGREEMENT, including any referenced attachments, exhibits, appendices and references, constitutes the entire AGREEMENT and supersedes any other written or oral representations, statements negotiations, or agreements with respect to the Award described herein.

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

- a. Exhibit A – California Office of the Small Business Advocate’s Logo
- b. Exhibit B – Scope of Work and Performance Metrics
- c. Exhibit C - Partnership Agreements
- d. Exhibit D – Budget Detail
- e. Exhibit E – Letter of Designation
- f. Exhibit F – Program Announcement

Exhibit A – California Office of the Small Business Advocate Logo



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

END EXHIBIT A

Exhibit B – Scope of Work and Performance Metrics

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

Proposal

SECTION I: Applicant Information

Legal Name of Applicant:	COUNTY OF SOLANO
DBA (if applicable):	
Employer/Taxpayer Identification Number:	94-6000538
Organizational DUNS (if available):	
Mailing Address (and physical address if it is different):	COUNTY OF SOLANO
Street 1:	675 TEXAS ST. SUITE 6500
Street 2:	
City:	FAIRFIELD
County:	SOLANO
State:	California Only
Zip Code:	94533
Name and Contact Information of person to be contacted regarding this application:	
First and Last Name:	NANCY NELSON
Title:	SENIOR MANAGEMENT ANALYST
Telephone Number:	(707) 784-6113
Email:	ncnelson@solano county . com
Website:	www . solano county . com

Nancy Nelson

Signature of Contact (E-signature is acceptable)

11/29/21

Date

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

1) **Applicant Experience/Past Performance**

The County of Solano has administered several grant programs to the community, in partnership with local non-profits. For example, the County recently partnered with Catholic Charities and has provided over \$4,000,000 in federal CARES Act funds to residents in the community to assist with rental arrearages.

For this grant opportunity, the Workforce Development Board (WDB) of Solano County is the primary designated representative of the County of Solano to administer the California Microbusiness COVID-19 Relief Program funds. The Solano Small Business Development Center (SBDC) will coordinate with the WDB to provide technical assistance to applicants. The County engaged in a similar partnership with the WDB in 2020 to administer small business grants using CARES funding on behalf of the County. The County of Solano chose the WDB to administer funds due to its experience and success in developing community-responsive small business grant programs in 2020.

Workforce Development Board

The WDB launched a Layoff Aversion Fund grant program with \$60,000 in Workforce Innovation and Opportunity Act (WIOA) funding in April 2020. This led to local small business grant investments into the program from Genentech, Inc. and the Wells Fargo Foundation, as well as the City of Benicia. A total of \$257,000 was invested into 63 local small businesses through the Fund.

Workforce Development Board and Solano Small Business Development Center

The WDB and the SBDC partnered together to support three local government grant programs using CARES funding. The SBDC was contracted to support the City of Fairfield in the outreach and application process for their \$400,000 small business grant program. The SBDC conducted

outreach to Fairfield businesses, held orientation sessions, and managed the application process. Staff developed an online application process and completed an initial eligibility review of applications before conducting randomization of eligible business applicants. SBDC staff then validated documentation that verified businesses demonstrated decreases in sales due to COVID-19.

The WDB also administered the City of Vallejo's small business grant program in the amount of \$275,000. The Vallejo Small Business Grant program provided a fixed grant amount to businesses based on full-time equivalent employee counts. The SBDC conducted outreach to small businesses in Vallejo and conducted orientations for the program in English and Spanish. Businesses were able to apply using a short online application process or submit a grant application via email. Applications were provided in English, Spanish, and Tagalog. Of the 43 awarded grants, 72% of awardees met the definition of underserved small business groups. The WDB contracted with the Solano Hispanic Chamber of Commerce to provide technical assistance and contract translation for Spanish-speaking grant awardees.

Recognizing that many of Solano County's small businesses were facing significant financial impacts and layoffs due to COVID-19, the Solano County Board of Supervisors unanimously approved \$2 million in CARES Act funding in September 2020 and an additional \$300,000 in November 2020 to be allocated for a small business grant program coined "Rebuild Solano's Small Businesses Grant Program" (RSSB). The County of Solano partnered with the WDB and the Solano SBDC to administer the funds. The goal of the funds was to mitigate the effects of COVID-19 on the community's small businesses, assist them in pivoting their business operations to effectively respond to the changing environment, and to ensure equity in the dissemination of funds.

The WDB administered the small business funding and SBDC supported outreach and technical assistance for small businesses. Businesses were selected from 623 applications through four rounds of funding from September to December 2020. Qualified grantees were those companies who were: for-profit businesses, locally owned in Solano County, had less than 50 employees, and were in good standing with the State and County.

Grant awards were given out based on eligibility criteria, the demonstrated needs of the business, and the quality of the application. Priority consideration was given to minority-owned businesses (as defined by the Small Business Administration), businesses with 20 or fewer employees, businesses from underrepresented geographic areas, and businesses which had not received grants from other locally-funded COVID-19 small business programs.

The WDB and SBDC developed this grant program with a focus on ensuring the county's diverse business communities were equitably able to access funds. Priority geographical areas for funding were determined by identifying areas with lower Paycheck Protection Program (PPP) awards concentration. Priority consideration was given in the application process to minority-owned businesses (as defined by the SBA), businesses with 20 or fewer employees, businesses from underinvested geographic areas, and businesses which had not received grants from other locally funded COVID-19 relief programs.

To ensure diverse business communities were aware of the grant opportunity and understood the application process, the WDB and SBDC partnered with community stakeholders and local cities to conduct a targeted outreach and technical assistance campaign aimed at the small businesses and industry sectors most affected by the COVID-19 pandemic. The application was provided in English, Spanish, and Tagalog and orientation sessions were conducted in English and Spanish (in partnership with the Solano Hispanic Chamber of Commerce). The WDB contracted

with the Chambers of Commerce in Vallejo and Rio Vista, as well as with the Solano Hispanic Chamber of Commerce to provide additional outreach and technical assistance in targeted business communities.

Through RSSB, the WDB was able to provide grants to 265 businesses with an average award of \$8,757, supporting 1,463 jobs. Of the awarded businesses, 95% had less than 20 employees and 84% were minority-owned. Of the awardees, 59% were microbusinesses with 5 or fewer employees.

The WDB and SBDC gained significant experience in the challenges local small businesses faced during COVID-19, including difficulty understanding government accounting methods and monitoring requirements required of federal funding, the translation assistance needed for businesses to be successful, and business practices that have impinged growth and reimbursement capabilities for our minority-owned and rural businesses. Many of Solano's small businesses struggled to effectively access government relief programs for the following reasons: language barriers kept some businesses from accessing resources and funding needed; others had low digital literacy skills barring them from completing relief applications; while others struggled once receiving government relief due to a lack of understanding of government accounting practices and tax impacts.

The WDB, in partnership with the SBDC, has the relevant experience in designing, developing, and managing COVID-relief small business grant programs in partnership with local government entities. They have proven able to administer grant funds timely while following government regulations regarding fund distribution. For each of their small business COVID-relief grant programs, the WDB has ensured funds have been distributed equitably throughout the county among the industries, geographic areas, and the demographic populations hardest hit by the

COVID economic downturn. As such, the WDB will be able to scale the California Microbusiness COVID-19 Relief Grant Program funds equitably across the county.

The WDB also has strength in understanding the underserved community through its workforce initiatives. The WDB provides direct services and system-wide coordination to assist job seeking customers including all unemployed and underemployed individuals, with a mandated focus on veterans, low-income individuals, individuals with disabilities, individuals with low basic skills, and youth. Of the clients served through the WDB in FY2020-21, 73% of intensive service clients were minorities. The WDB has also managed grant programs for targeted populations for employment and training services, with current employment and entrepreneurship grant programs in operation for individuals with disabilities, as well as veterans and military spouses. As such, the WDB has a strong network of community-based organizations and partners that it will leverage for building awareness for the grant program.

2) Proposed Program Design and Implementation

Key Partnerships

The County of Solano will serve as the fiscal agent and oversee the administration of the grant award and complete reporting requirements. The County will subcontract with the WDB to administer the Microbusiness Relief Grant program, who will in turn coordinate with the SBDC, and contract with the Solano County Black Chamber of Commerce (SCBCC) and the Solano Hispanic Chamber of Commerce (SHCC) for provision of technical assistance to applicants. All Chambers and economic development entities within Solano County will participate in outreach within the community to ensure a wide net is cast in advertising this opportunity to micro-businesses within the county.

The County of Solano and the WDB will provide outreach countywide, with geographic focus

on the cities of Vallejo and rural areas of Dixon and Rio Vista due to the social and economic factors within those communities. Demographically, outreach and technical assistance will focus countywide on the Hispanic, African American, and Asian business communities. The WDB will also provide industry-specific outreach to those microbusiness industries that have been heavily impacted by the COVID-19 economic recession to include childcare, hospitality, agriculture, and artisan industry sectors. Many of these industries are dominated by small, women-owned and minority-owned businesses.

The WDB will coordinate with the Solano SBDC staff and key partners to implement a robust outreach and marketing plan. The SBDC will take the lead on reaching out to the business community to build awareness of the grant program. In calendar year 2021 to date, the SBDC has served over 1,000 businesses and the WDB has served over 500 businesses. The SBDC will leverage these business connections and information network to disburse information regarding the grant. Grant information will be posted on the County of Solano's website, as well as on the WDB's and SBDC's websites, and collateral material in English and Spanish will be disseminated throughout community networks and on social media. Staff will reach out to culturally and linguistically appropriate ancillary professional businesses services, such as accountants and lawyers to support reaching small businesses, particularly in non-English speaking communities to build awareness.

The WDB will additionally coordinate with key outreach and technical assistance providers to ensure the targeted populations have equitable access to grant funds. The WDB will seek organizations which have a reputation for their business acumen, provision of information and resources, entrepreneurship network building within their targeted communities, are trusted in their communities and can provide cultural, linguistic, or technical assistance to targeted underserved

business communities.

The WDB will contract with the SHCC to provide translation services and one-on-one assistance in Spanish to address English language barriers to accessing grant funds. Additional languages spoken in Solano County include Chinese, Farsi, Portuguese, Punjabi, and Vietnamese, among others. Due to the vast diversity of languages in the county and the pockets of non-native speakers, the WDB will leverage the County's Language Link to provide on-demand interpretation services and document translation for project-wide use for Solano's lesser-spoken languages as needed. This will include translation for outreach materials, program materials, and frequently asked questions.

Application Process

The WDB will plan to launch the application phase of the grant by April 1, 2022. The application will be provided online using Google Docs or a similar platform. The application will be provided in Spanish and Tagalog, the two languages with the highest volume of non-English speakers in Solano County. To ensure microbusinesses who may struggle with digital literacy have equal access to apply, the application will also be provided in pdf form and can be emailed or physically dropped off at key locations throughout the county.

The two-page application will include basic business information and self-certification questions that will be used during the verification process. Questions will ascertain:

- If the business is based in Solano County;
- If the business was in operation prior to December 31, 2019 and is currently operating;
- Business revenue for 2019;
- If the business revenue was the primary source of the owner's income in 2019;
- The full-time equivalent employee count in 2019 and at the time of the application;

- If the business is current on state and county tax obligations;
- Demographic information (requested, not mandated) to include gender, race, ethnicity, and identification with the Small Business Administration (SBA) underserved business groups;
- The type of business;
- How COVID-19 negatively impacted the business; and
- Intended use of grant funds.

The grant application will be open for six weeks. During the application phase, the SBDC will lead webinars to review the grant purpose, use of funds, the application process, and to answer questions. All questions received will be gathered and posted on the County, WDB, and SBDC websites. The SBDC will also partner with the Solano Hispanic Chamber of Commerce to conduct webinars in Spanish.

Once applications have been received, WDB staff will conduct an initial staff review to ensure applications meet basic eligibility. All businesses that meet eligibility will then be randomized and the first 180 businesses on the randomized list will be announced. Eligible businesses will then be verified before grant agreements and checks are disbursed. The verification process will include collection of required documentation to ensure the application is a qualified microbusiness owner, to include a government-issued photo identification, as well as documentation to show revenue in 2019. Revenue documentation will mitigate fraud and abuse, while demonstrating the microbusiness owner's qualification. The WDB will encourage submission of 2019 tax returns for documentation, but will allow other forms of documentation to include, but not limited to, a bank statement, trade account, or third-party verification.

The WDB and SBDC learned from previous small business grant administration some of the

challenges microbusinesses face in completing the verification and contract process. In addition, the WDB learned that many microbusinesses do not understand government accounting processes and compliance with grant agreements. As such, the key partners will hold orientation webinars for eligible businesses to provide technical assistance in obtaining verification documents, outline business compliance, and ensure understanding of the grant agreement.

As each microbusiness completes their verification process, WDB staff will execute a grant agreement. The grant agreement will include the self-attestations and assurances required by the California Office of the Small Business Advocate. Once a fully executed grant agreement is in place, the WDB will disburse the full grant amount to the microbusiness. If microbusinesses do not complete the verification requirements, they will be removed from the grantee list and the next microbusiness on the randomized list be will awarded.

3) Strategic Partnership Plan

The County of Solano will leverage the strategic partnership of the WDB to achieve program targets and desired outcomes. The SBDC is hosted by the WDB, allowing for synergistic partnerships between the two entities programmatically. The WDB provides administrative and fiscal support for the SBDC, who operates under programmatic autonomy. The WDB will additionally contract with two chambers of commerce to ensure targeted microbusinesses apply for grant funds and are successfully connected to resources: Solano County Black Chamber of Commerce (SCBCC) and the Solano Hispanic Chamber of Commerce (SHCC).

The SCBCC's mission is to support and uplift small black businesses. SCBCC supports black businesses through information, workshops, and entrepreneurship networking opportunities. SCBCC additionally provides experienced consultants and access to capital resources. The SCBCC consistently collaborates with local NAACP chapters to expand connections within the

African American community. SCBCC partnered with the National Coalition of 100 Black Women to host a Virtual Vendor Fair in 2020, providing \$8,200 in sales within 2 hours for black women. Additionally, the SBCC also partners with SBDC on the Inclusivity Project, designed to provide culturally knowledgeable business advisors to African American businesses.

SHCC exists to strengthen Solano County's Hispanic businesses by supporting their economic growth and by providing resources and training. SHCC provides business training for Hispanic entrepreneurs to accelerate business growth and provides assistance to the larger business community on how to do business with the Hispanic community. Through its local partnerships, the SHCC has developed a network dedicated to advancing the local Hispanic community. SHCC has worked extensively with the SBDC through joint outreach, trainings, and business mixers. In 2020, SHCC collaborated with the WDB and SBDC as a sub-contractor for the Rebuild Solano's Small Businesses grant; SHCC provided direct outreach and technical assistance to Hispanic businesses. SHCC also collaborated with the California Hispanic Chamber of Commerce to increase Hispanic access to the California Small Business COVID-19 Relief Grant Program, providing 1:1 application assistance, leading to an 80% acceptance rate.

The WDB and SBDC will leverage additional partnership networks to be included in outreach and technical assistance. Each of the nine local chambers of commerce, the Solano Economic Development Corporation, and the seven city economic development staff, local government, and elected officials will be informed and included in joint outreach activities. The WDB is fortunate to be located in the same business park as the NorCal's Women's Business Center and the Veteran Business Outreach Center. The WDB will leverage the SBDC's relationships with these regional programs to ensure successful outreach to women and veteran-owned businesses.

4) **Program Implementation Schedule**

The County and the WDB will be able to quickly launch the Microbusiness Relief Grant Program, given its experience administering the CARES-funded Rebuild Solano's Small Businesses grant program. Key program milestones are outlined below:

Milestone	Anticipated Date of Completion
Subcontract agreement/MOU work begins (between the County of Solano and the WDB/ County of Solano and the SBDC)	February 1, 2022
Subcontract agreement work begins between the WDB and partners (SHCC and SCBCC)	March 1, 2022
Outreach begins to business community	March 1, 2022
Grant application period opens	April 1, 2022
Grant application webinars provided in English and Spanish	Month of April 2022
Grant application period closes	May 14, 2022
Initial eligibility conducted and eligible grantee list developed	June 1, 2022
Grantee orientations held and technical assistance provided	Month of June 2022
All grantee agreements completed	July 15, 2022
All grants dispersed	August 31, 2022

5) **Program Management/Staffing Plan**

The WDB and SBDC will ensure adequate staffing to achieve the proposed implementation schedule. The SBDC staff will consist of two primary staff members: the SBDC Director and the Marketing Specialist.

Timothy Murrill

The SBDC Director, Timothy Murrill, has experience managing strategic partnerships for economic benefit and has fiscal and administrative management experience with over 10 years at FedEx as the Director of Global Sales, over 5 years as a small business owner, and 5 years of experience as a certified SBA business advisor. He focused key resources in 2020 and 2021 towards underserved business communities. Under Mr. Murrill's leadership, the SBDC provided

business counseling to 1,027 businesses and held over 100 training sessions in 2020 related to key business concepts needed for COVID-19 economic recovery, such as digital marketing, strategic planning, financial management, and access to capital. Since the onset of COVID-19, the SBDC has supported submission of business applications for Paycheck Protection Program (PPP) loans, Economic Injury and Disaster Loans (EIDL) and advances, Shuttered Venue Operators Grant (SVOG), and Restaurant Revitalization Fund (RRF).

The SBDC supported business applications for state and local COVID-19 relief programs. Through these efforts, SBDC staff gained considerable experience in supporting small businesses in accessing and applying for relief funds. In addition, Mr. Murrill oversees NorCal's Inclusivity Project in Solano County, a project providing culturally knowledgeable business advising to over 100 of Solano's Black-owned businesses. The SBDC Marketing Specialist will coordinate grant social media and outreach strategy and support collateral development. The Marketing Specialist has experience maximizing outreach channels and working with ecosystem partners.

Heather Henry

Heather Henry is the President/Executive Director of the Workforce Development Board (WDB) of Solano County. As a workforce industry expert, Ms. Henry brings over a decade of experience to the field with in-depth knowledge of industry sector strategies and initiatives serving vulnerable populations. Ms. Henry's prior experience includes serving as the Vice President of Industry Engagement & Job Services for WorkSource Montgomery and Chief Innovation Officer for the Anne Arundel Workforce Development Corporation (AAWDC) in Maryland.

During COVID-19, Ms. Henry pivoted the organization to provide nimble, just in time programs for businesses and job seekers to mitigate the impacts of the pandemic and resulting economic downturn. Under Ms. Henry's leadership, the WDB administered nearly \$2.5 million in

relief funds to Solano's small businesses, provided Unemployment Insurance assistance with Job Center traffic of over 10,000 regional residents and sole proprietors, and helped stabilize over 100 families with basic needs assistance. Ms. Henry will oversee the coordination of the project partners and ensure all fiscal and performance reporting requirements are met and timely reported.

6. Budget and Financial Management Systems:

A. Budget Narrative: The attached budget for the California Microbusiness COVID-19 Relief Program demonstrates a budget that will provide 180 grants of \$2,500 (\$450,000) to microbusinesses within Solano County. Administrative costs are budgeted for \$102,785, totaling 18.6% of the total allocated budget of \$552,785. The County will transfer the total cost for grant awards to the WDB at the time the final list is certified (anticipated to be June 0f 2022).

The County does not require administrative fees for acting as the Fiscal Agent and providing grant reporting services. The WDB will retain \$65,000 for serving as the primary grant administrator, processing grant applications and completing eligibility review. The SBDC will be paid \$22,000 for providing technical assistance to applicants, conducting a webinar series and workshops for applicants, and for providing a general community outreach campaign, assisting the chambers with their efforts.

The SCBCC will be provided \$3,000 for technical assistance and the SHCC will be provided \$4,000 in total, \$3,000 for technical assistance and \$1,000 for translation services. Financial software to be secured by the WDB, is budgeted for \$5,785.83 for the maintenance of information, a more efficient fund disbursement process, and stronger financial grant reporting. The final budgeted line item totals \$3,000 for paid print materials in multiple languages, including a countywide mailer to reach businesses not registered with chambers, legal and accounting services, or with other partners.

B. Financial Management and Controls Narrative: The County will act as the auditor and final reviewer of the budget, disbursement of funds, and will conduct review of invoices prior to payment for administrative costs. The WDB administers federal Workforce Innovation and Opportunity Act (WIOA) funds on behalf of the County of Solano, and is therefore, experienced in administering government funds.

The WDB fiscal staff maintains separate accounts and records of grant disbursements, releases funds following procurement procedures, manages budgets against actuals, and prepares reports. Segregation of duties is incorporated in the WDB's fiscal procedures through a complete system of checks and balances designed to avoid collusion or other breakdowns in internal control. All financial reports to funders are traceable to the Solano County accounting system, the cost allocation information processed at the WDB offices, bank account statements, and accrual worksheets. Monthly and quarterly fiscal reports compare actual expenditures to budgets. All financial records are filed and secured utilizing adopted WDB procedures and are accessible to auditors and authorized representatives for review.

Solano County serves as the fiscal agent for the WDB. All WDB accounting transactions are processed through the County's fund accounting system. The County system provides accounting controls and procedures to assure proper receipt, disbursement, and accounting for funds. The WDB employs an additional information collection system for the purpose of identifying direct costs, and then charging those costs to appropriate grants and cost categories. As the fiscal agent, Solano County undergoes an annual Single Audit under the OMB Super Circular. The WDB also undergoes annual Fiscal Monitoring Reviews by the state.

C. Fiscal Agent: The County of Solano will act as the Fiscal Agent, charging no fees.

Exhibit C – Partnership Agreements

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



**County of Solano
Standard Contract
Solano Microbusiness COVID-19
Relief Grant Program**

For County Use Only
CONTRACT NUMBER:
 XXXXX-20
 Dept., Division, FY, #)
 CAO
BUDGET ACCOUNT:
 5914
SUBJECT ACCOUNT:
 3701

1. This Contract is entered into between the County of Solano and the Contractor named below:

Workforce Development Board of Solano County
 CONTRACTOR'S NAME

2. The Term of this Contract is:

11/29/2021-6/30/2023

3. The maximum amount of this Contract will be:

\$ 552,785.83, subject to approval by the County Board of Supervisors.


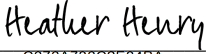


4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on November 29, 2021.

CONTRACTOR	COUNTY OF SOLANO
WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY _____ CONTRACTOR'S NAME	DocuSigned by:  _____ Birgitta E. Corsello County Administrator _____ TITLE
DocuSigned by:  _____ SIGNATURE	DATED _____
Heather Henry, Executive Director	675 Texas Street, Suite 6500 _____ ADDRESS
PRINTED NAME AND TITLE	Fairfield CA 94533 _____ CITY STATE ZIP CODE
500 Chadbourne Road, Suite A	Approved as to Content:
ADDRESS	DocuSigned by:  _____ DEPARTMENT HEAD OR DESIGNEE
Fairfield CA 94534	Approved as to Form:
CITY STATE ZIP CODE	DocuSigned by:  _____ COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A **SCOPE OF WORK**

This Agreement is subject to receipt of grant award by the Office of the Small Business Advocate, Governor's Office of Business and Economic Development and subsequent approval by the Board of Supervisors. No funds may be authorized without official Board acceptance of the California Microbusiness COVID-19 Relief Grant Program. The grant is anticipated to total \$552,785.83.

1. Program Summary

In order to support small businesses and employers facing financial impacts and layoffs from the novel-coronavirus 2019 (COVID-19), the County of Solano, in partnership with the Workforce Development Board (WDB) of Solano County, will establish the *Solano Microbusiness COVID-19 Relief Grant* initiative. The fund will provide micro-grants to small businesses experiencing economic stresses through the California Microbusiness COVID-19 Relief Grant Program funds.

2. Eligibility Guidelines

Eligible applicants include for-profit businesses who:

- Are based in Solano County;
- Began their operation prior to December 31, 2019;
- Are currently active and operating or have a clear plan to reopen when the state permits reopening of the business;
- Was significantly impacted by the COVID-19 pandemic;
- Had less than \$50,000 in gross revenues in the 2019 taxable year;
- Has fewer than five full-time equivalent employees and had fewer than five full-time equivalent employees in the 2019 and 2020 taxable years;
- Are 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;
- Can provide acceptable form of government-issued photo ID (state, domestic, or foreign) and documentation that includes the owner's name per grant program guidelines;
- 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; and
- Did not receive a grant under the California Small Business COVID-19 Relief Grant Program.

Awards will be given based on whether the above eligibility is met and through a randomization process. Staff will consider whether businesses have received small business grants from other locally funded COVID-19 business investment programs in award decisions. The WDB, in partnership with the Solano Small Business Development Center and chamber and economic development partners, will provide technical assistance and targeted outreach to business owners that have suffered economic impacts or revenue losses due to the COVID-19 pandemic; are a sidewalk vendor; and/or are members of groups that have faced historic barriers in accessing capital and is defined as a 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-income.

3. Grant Details

With a \$450,000 investment in Solano's microbusinesses, the WDB will provide micro-grants to approximately 180 businesses. The grant amount will be \$2,500. Grants will be awarded based on an

eligibility and randomization process that meet allowable expenditures to be awarded before November 1, 2022.

The WDB will implement a simple applications process and make considerations for application accessibility for COVID-19 impacted businesses, disadvantaged communities, and underserved small business groups. Applications must be accepted for a period of at least four (4) weeks. The application must request, but not mandate, microbusinesses to self-identify the race, gender, and ethnicity of its owner.

Due to federal funding, selected employers must attest to Certifications and Assurances and complete the contract process before funds may be dispersed. Entities receiving an award may be subject to local or state monitoring.

Grant recipients must self-certify that grant funds will be used for one or more of the following permissible activities:

- The purchase of a new certified equipment including, but not limited to, a cart;
- Investment in working capital;
- Application for, or renewal of, a local permit including, but not limited to, a permit to operate as a sidewalk vendor;
- Payment of business debt accrued due to the COVID-19 pandemic; or
- 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 (1) of Section 12100.83.

4. Proposed Timeline

- March 1, 2022 – Outreach to microbusinesses begins
- April 1, 2022 – May 14, 2022 – Open period for applications
- June 1, 2022 – Announcement of grantee list
- July 15, 2022 – Grantee agreements are completed
- August 31, 2022 – Grant disbursement completed

5. Reporting Requirements

Contractor will meet with the County Contract Manager, or designee, as needed to review the scope of work and to discuss the written performance summary, fiscal impact, and program progress as appropriate.

Contractor must provide written performance summaries to the County:

- A. The first report will be due within 110 days of the funds being awarded and every 60 days after until all funds have been awarded. The report shall identify the number of applications received, the number of grant awards made, the outreach and technical assistance provided by each WDB contractor, including in-language services. The report shall also include the dollar amounts awarded in each of the following categories: race and ethnicity, women-owned, veteran-owned, located in a rural area.
- B. Contractor will assist County will all required reporting to Grantor.
- C. A final report of program outcomes will be required. Final reporting details and format will be provided to the WDB in writing.

6. Contract Monitoring

Contractor will:

- A. Review contract deliverables with County Contract Manager or designee as needed.
- B. Submit all sub-grantee invoices to County for approval prior to payment.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET

Upon grant award and Board acceptance, County agrees to compensate Contractor according to the Budget, attached as Exhibit B-1.

2. METHOD OF PAYMENT

A. County will provide payment to Contractor for implementation of the Small Business Assistance Program. Invoices from contractor and subcontractors shall be submitted no more than once monthly.

Total payments for item 2A may not exceed \$102,785.83.

B. No later than 12pm on Friday, June 24th, 2022, Contractor will provide County Contract Manager with a list of all applications approved with complete documentation verifying eligibility and micro-grant amounts. From that verified list, a payment will be made from County to Contractor for that documented business micro-grant total.

Total payments for item 2B may not exceed \$450,000.

C. Contractor may not transfer funds between line items without requesting a transfer from the County. Requests for transfers between budget line items must be presented to the County on the County's "Budget Modification Request Form" provided by the County Contract Manager. Budget line item transfers may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of the County.

3. ACCOUNTING STANDARDS

A. Contractor will establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 11C.

B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR part 200, subpart E. Cost Principles and Appendix IV to part 200, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.

C. Contractor will document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

4. FINANCIAL STATEMENTS AND AUDITS

A. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, state or federal government conducts an audit.

EXHIBIT B-1

1	STAFF SALARIES & BENEFITS	\$65,000
2	SBDC SALARIES & BENEFITS	\$22,000
2	SMALL BUSINESS MICRO-GRANT REIMBURSEMENTS	\$450,000
3	CHAMBER TECHNICAL ASSISTANCE	\$7,000
4	FINANCIAL SOFTWARE	\$5,785.83
5	PRINT MATERIALS	\$3,000
7	<u>TOTAL FUNDING</u>	\$552,785.83

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. TIME

Time is of the essence in all terms and conditions of this Contract.

2. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

3. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

4. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

5. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

6. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- (1) General Liability: **\$2,000,000** per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations.)
- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.
- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or

operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

7. **BEST EFFORTS**

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

8. **DEFAULT**

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days

after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

9. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

10. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of

employment insofar as they may be related to or arise from compensation paid hereunder.

11. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit reimbursement claims per contract terms for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

12. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 29 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

13. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph.

Client shall include individuals receiving services pursuant to this Contract.

14. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

15. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

16. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

17. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

18. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

19. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

20. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this

Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

21. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

22. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

23. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

24. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

25. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

(1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

(2) The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

26. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

27. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

28. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

29. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

30. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

31. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for

programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

32. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

33. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation.

Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

34. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

35. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

36. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

37. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

AGREEMENT NO. 2021-_____

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SOLANO AND
THE SOLANO SMALL BUSINESS DEVELOPMENT CENTER FOR TECHNICAL
ASSISTANCE AND COMMUNITY OUTREACH SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of this 29th day of November, 2021, by and between the COUNTY OF SOLANO, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and SOLANO SMALL BUSINESS DEVELOPMENT CENTER, a U.S. Small Business Administration program operated in partnership between the Northern California Small Business Development Center and the Workforce Development Board of Solano County, whose business address is 500 Chadbourne Road, Fairfield, CA 94534, hereinafter referred to as “SBDC.”

RECITALS

WHEREAS, SBDC is part of the Northern California Small Business Development Center (SBDC) program, funded in part through a grant with the Governor’s Office of Business and Economic Development, hosted by the nonprofit 501(c)3 Workforce Development Board of Solano County, and whose primary purpose is to support small businesses with the tools to start, grow, and pivot their businesses; and

WHEREAS, on October 11, 2021 the California Office of the Small Business Advocate released an announcement of the California Microbusiness COVID-19 Relief Program grant to counties; and

WHEREAS, COUNTY is submitting a grant application for the California Microbusiness COVID-19 Relief Program and will partner with the Workforce Development Board of Solano County (WDB) for grant administration; and

WHEREAS, SBDC is willing and COUNTY wishes to retain SBDC to provide services for which it is well-suited considering its unique expertise, capabilities, and mission; specifically, the provision of technical assistance and community outreach to small and micro-businesses; and

WHEREAS, the WDB will oversee the efforts of the SBDC and reimburse for its efforts in an amount not to exceed \$22,000; and

WHEREAS, the purpose of this MOU is to document the terms that will apply to the provision of services by SBDC for the mutual benefit of both agencies in the event the grant is awarded and accepted by the Solano County Board of Supervisors.

NOW, THEREFORE, COUNTY hereby engages the services of SBDC, and SBDC agrees to serve COUNTY in accordance with the terms and conditions set forth herein.

TERMS

1. Term of the MOU.

The term of this MOU shall commence on the date first above written and expire on June 30, 2023, unless terminated in accordance with Paragraphs 7 (Termination for Cause) or 8 (Termination for Convenience); except that the obligations of SBDC to COUNTY under Paragraph 6 (Indemnification) shall continue in full force and effect after early termination in relation to acts or omissions occurring prior to such dates during the term of the MOU, and the obligations of SBDC to COUNTY shall also continue after early termination in relation to the obligations prescribed by Paragraphs 16 (Taxes) and 17 (Access to Records/Retention). SBDC and COUNTY may amend this MOU to extend the term, as mutually agreed upon, under the authority of the Solano SBDC Executive Director and the County Administrative Officer, or their designees.

2. Scope of Services.

SBDC shall provide COUNTY those services set forth in Exhibit A, attached hereto and incorporated by reference herein. Additional services may be added by the parties from time to time through supplements to either Exhibit subject to prior approval by the County and the SBDC. Nothing in this MOU provides SBDC with an exclusive right to perform the services set forth in Exhibit A or otherwise precludes the County from contracting with third parties to perform any or all such services.

3. Compensation.

- (a) Rates. In the event the grant is awarded and approved by the Solano County Board of Supervisors, and in consideration of SBDC's satisfactory performance of the services described in Exhibit A, COUNTY shall authorize the Workforce Development Board (WDB) of Solano County to pay SBDC for SBDC personnel time in accordance with the Solano SBDC's annually published schedule of billable rates (attached as Exhibit B).
- (b) Expenses. COUNTY will reimburse travel and direct expenses that are justifiably related to the requested services.

4. Method of Payment.

All compensation shall be made only upon presentation by SBDC to WDB, and WDB to COUNTY of an itemized billing invoice in a form acceptable to the Solano County Auditor Controller's Office, which indicates, at a minimum, SBDC's name, address, Taxpayer Identification Number, the COUNTY agreement number for this MOU, the month for which compensation is sought, and the monthly rate. Each invoice shall also include a description of the tasks engaged in and/or completed during the month billed, the persons performing the work, and the positions held, and number of hours worked by such persons. This summary description shall be in addition to any project accounting records maintained by SBDC pursuant to Exhibit A. SBDC shall submit such invoices no more often than monthly to the appropriate point of contact (set forth in Section 11, below) for the services rendered who, after review and approval as to form and content, shall submit the invoices for payment to the WDB no later than fifteen (15) calendar days following receipt unless he or she has any concerns with an invoice. If the County point of contact has any concerns with an invoice, he or she shall advise SBDC of those concerns in writing within fifteen (15) calendar days of receiving such invoice. The parties shall then work cooperatively and expeditiously to resolve those concerns prior to the submission of the invoice to the WDB and COUNTY for review and payment.

5. Independent Contractor.

SBDC shall perform all services covered by this MOU as an independent contractor and not as an employee, agent, partner or joint venture of or with the County. SBDC and its officers, agents, employees, and volunteers are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. SBDC shall, at SBDC's own risk and expense, determine the method and manner by which duties undertaken by SBDC under this MOU shall be performed; provided, however, that COUNTY may monitor the work performed by SBDC. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to SBDC, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this MOU, SBDC shall be solely responsible for all such payments.

6. Hold Harmless/Indemnification.

- (a) In General. To the full extent permitted by law, SBDC and COUNTY shall each defend, indemnify and hold harmless each other as well as their respective elected officials, officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorneys' fees, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this MOU. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this MOU. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege. In providing any defense under this Paragraph, the party obligated to provide such defense shall use counsel reasonably acceptable to the other party.
- (b) Employee Character and Fitness. SBDC accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of SBDC under this MOU. Notwithstanding anything to the contrary in this Paragraph, SBDC shall defend, indemnify, and hold COUNTY and its elected officials, officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or SBDC's actions in this regard.

7. Termination for Cause.

If either party should fail to fulfill in a timely and proper manner that party's obligations under this MOU or otherwise breach this MOU and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this MOU by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 11 (Notices).

8. Termination for Convenience.

This MOU may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date

thereof; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation regarding the reason(s) for termination, if any, is provided by County to SBDC prior to the effective date of the termination.

9. Disposition of and Payment for Work upon Termination.

In the event of termination for cause under Paragraph 7 or termination for the convenience of a party under Paragraph 8, all finished or unfinished documents and other materials, if any, at the option of COUNTY, become the property of COUNTY and SBDC shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that SBDC shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the MOU by SBDC whether or not the MOU was terminated for convenience or cause, and COUNTY may withhold any payments not yet made to SBDC for purpose of set off until such time as the exact amount of damages due to COUNTY from SBDC is determined.

10. No Waiver.

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

11. Notices.

All notices required or authorized by this MOU shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this Paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

County Administrator
Solano County Administrator's Office
675 Texas Street, Suite 6500
Fairfield, CA 94533

SBDC

Executive Director
Solano Small Business Development Center
500 Chadbourne Road
Fairfield, CA 94534

12. No Assignments or Subcontracts.

SBDC shall not assign any interest in this MOU or subcontract any of the services SBDC is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by SBDC, or to perform any of the remaining services required under this MOU within the same time frame required of SBDC shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by its appropriate point of contact, depending on the nature of services to be rendered.

13. Amendment/Modification.

Except as specifically provided herein, this MOU may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, through its Board of Supervisors in the form of an amendment of this MOU, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit A or B. Failure of SBDC to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

14. Interpretation; Venue.

- (a) Interpretation. The headings used herein are for reference only. The terms of the MOU are set out in the text under the headings. This MOU shall be governed by the laws of the State of California.
- (b) Venue. This MOU is made in Solano County, California. The venue for any legal action in state court filed by either party to this MOU for the purpose of interpreting or enforcing any provision of this MOU shall be in the Superior Court of California, County of Solano.

15. Compliance with Laws.

SBDC shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

- (a) Non-Discrimination. During the performance of this MOU, SBDC shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this MOU subcontracts to SBDC services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this MOU by reference and made a part hereof as if set forth in full, and SBDC and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.
- (b) Documentation of Right to Work. SBDC agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of SBDC performing any services under this MOU have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. SBDC shall make the required documentation available upon request to COUNTY for inspection.
- (c) Inclusion in Subcontracts. To the extent any of the services required of SBDC under this MOU are subcontracted to a third party in accordance with the provisions of this MOU, SBDC shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

16. Taxes.

SBDC agrees to file all required withholdings documents on amounts paid pursuant to this MOU and, as between SBDC and COUNTY, SBDC shall be solely liable and responsible to make such withholdings including those for state and federal income and FICA taxes. SBDC agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of SBDC's failure to withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholdings for applicable taxes or other similar amounts, SBDC agrees to furnish COUNTY with proof of payment of withholdings on those earnings.

17. Access to Records/Retention.

COUNTY, any federal, state or local grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of SBDC which are directly pertinent to the subject matter of this MOU for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, SBDC shall maintain all required records for at least five (5) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later. The County recognizes and agrees that nothing in this MOU creates any greater right of access to records of the Natural Resources Conservation Service (a potential subcontractor under this MOU) than may exist under laws applicable to records disclosure at the time of any future request for access.

18. Authority to Contract.

SBDC and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform the activities under this MOU.

19. Conflict of Interest.

Covenant of No Undisclosed Conflict. The parties to the MOU acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. SBDC hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by SBDC of such conflict. SBDC further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this MOU other than interest resulting from employment as a COUNTY officer or employee. SBDC agrees that if such financial interest does exist at the inception of this MOU, COUNTY may terminate this MOU immediately upon giving written notice without further obligation by either party to the other under this MOU.

20. Insurance Requirements.

SBDC shall maintain, at its sole cost and expense, the insurance required by Exhibit D to this Agreement, which is incorporated herein by this reference.

21. Third Party Beneficiaries.

Nothing contained in this MOU shall be construed to create any rights in third parties and the parties do not intend to create such rights.

22. Severability.

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

23. Entirety of Contract; Termination of Prior Agreement.

This MOU constitutes the entire agreement between the parties relating to the subject of this MOU and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof or any portion thereof. It is the express intention of the parties by executing this MOU to terminate and replace henceforth as of the effective date of this MOU the Original MOU, as described in the Recitals hereto.

IN WITNESS WHEREOF, this MOU was executed by the parties hereto as of the date first above written.

**SOLANO COUNTY RESOURCE
CONSERVATION DISTRICT**

SOLANO COUNTY

DocuSigned by:
By: Timothy D Murrill
4A670E89B4324FA...
Timothy Murrill
SBDC Executive Director

DocuSigned by:
By: Birgitta Corsello
DD68BF3648C3404...
Birgitta Corsello
County Administrator

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
SBDC Legal Counsel

DocuSigned by:
By: Bernadette Curry
715E1D980A474D9...
County Counsel

Exhibit A

Scope of Services

1. Program Summary

In order to support small businesses and employers facing financial impacts and layoffs from the novel-coronavirus 2019 (COVID-19), the County of Solano, in partnership with the Workforce Development Board (WDB) of Solano County and the Solano Small Business Development Center (SBDC), will establish the *Solano Microbusiness COVID-19 Relief Grant* initiative. The fund will provide micro-grants to small businesses experiencing economic stresses through the California Microbusiness COVID-19 Relief Grant Program funds.

2. Eligibility Guidelines

Eligible applicants include for-profit businesses who:

- Are based in Solano County;
- Began their operation prior to December 31, 2019;
- Are currently active and operating or have a clear plan to reopen when the state permits reopening of the business;
- Was significantly impacted by the COVID-19 pandemic;
- Had less than \$50,000 in gross revenues in the 2019 taxable year;
- Has fewer than five full-time equivalent employees and had fewer than five full-time equivalent employees in the 2019 and 2020 taxable years;
- Are 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;
- Can provide acceptable form of government-issued photo ID (state, domestic, or foreign) and documentation that includes the owner's name per grant program guidelines;
- 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; and
- Did not receive a grant under the California Small Business COVID-19 Relief Grant Program.

Awards will be given based on whether the above eligibility is met and through a randomization process. The SBDC, in partnership with the WDB and chamber and economic development partners, will provide technical assistance and targeted outreach to business owners that have suffered economic impacts or revenue losses due to the COVID-19 pandemic; are a sidewalk vendor; and/or are members of groups that have faced historic barriers in accessing capital and is defined as a 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-income.

3. Grant Details

The SBDC will lead the outreach to the microbusiness community, in partnership with the WDB, economic development and chamber partners, and the County. With a \$450,000 investment in Solano's microbusinesses, the WDB will provide micro-grants to approximately 180 businesses.

The SBDC will support development and implementation of a simple applications process and make considerations for application accessibility for COVID-19 impacted businesses, disadvantaged communities, and underserved small business groups. Applications must be accepted for a period of at least four (4) weeks. The application must request, but not mandate, microbusinesses to self-identify the race, gender, and ethnicity of its owner.

4. Proposed Timeline

- March 1, 2022 – Outreach to microbusinesses begins
- April 1, 2022 – May 14, 2022 – Open period for applications
- June 1, 2022 – Announcement of grantee list
- July 15, 2022 – Grantee agreements are completed
- August 31, 2022 – Grant disbursement completed

Exhibit B
Schedule of Billable Rates

FY 2021/2022

POSITION	HOURLY RATE
SBDC Director	\$ 81.00
Lead Advisor	\$ 75.00
Marketing Specialist	\$ 41.00

Reimbursables: Reimbursement of expenses shall be at cost and will require a receipt for purchase of materials, submitted with the monthly invoice. Travel shall be reimbursed at the annual IRS rate.



SERVICE AGREEMENT

This Agreement is made and entered into on this day of **November 29, 2021** by and between the **Workforce Development Board of Solano County (WDB)** and **The Solano Hispanic Chamber of Commerce** herein known as (VENDOR). This agreement is contingent on successful receipt of California Microbusiness COVID-19 Relief Grant Program funds.

1. TERM OF AGREEMENT

The term of this Agreement is four (4) months. Services shall commence on **March 1, 2022** through **July 31, 2022**. The Agreement will remain in full force and effect until the completion of the Scope of Work as described in Exhibit A of this Agreement.

2. SCOPE OF SERVICES

The VENDOR shall provide the specified deliverables as described in the scope of work which shall be incorporated as Exhibit A-Scope of Work of this Agreement.

3. COMPENSATION

3.1. Amount: VENDOR will be compensated not to exceed **\$4,000.00**

3.2. Invoicing and Timing of Payment: Payment will be made according to the following terms:

3.2.1. VENDOR shall submit invoices detailing work performed for each deliverable detailed in the Scope of Work and amount payable to the WDB's President/Executive Director. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President, and the deliverables described in Exhibit A have been accepted in writing by the Executive Director/President OR his/her designee.

3.2.2. The VENDOR may be asked to perform special tasks or projects separate from the Scope of Work. Prior written approval by WDB will be required if any services are performed by the VENDOR that are not specified in Exhibit A – Scope of Work and a separate invoice will be submitted by the VENDOR.

3.2.3. The VENDOR shall provide any additional documentation as required by WDB at any time in order to substantiate VENDOR claims for payment. WDB may elect to withhold payment for failure by VENDOR to provide such documentation required by WDB.

3.2.4. The VENDOR agrees that the total maximum compensation for the services performed will not exceed the amount individually assigned in each Scope of Work Order (task order). The VENDOR agrees that any work performed above and beyond this amount will be gratis and will not be billed to the WDB.

3.2.5. Tax Withholding: Payment to non-California resident or nonresident alien VENDOR performing services in California may be reduced by any required state tax withholding or federal tax withholding or both.

Workforce Development Board of Solano County

4. REPRESENTATIONS

- 4.1. WDB relies upon **VENDOR**'s professional ability and training as a material inducement to enter into this Contract. **VENDOR** represents that **VENDOR** will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. WDB's acceptance of **VENDOR**'s work shall not constitute a waiver or release of **VENDOR** from professional responsibility.
- 4.2. **VENDOR** further represents that **VENDOR** possesses current valid appropriate licensure, including, but not limited to driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

5. INSURANCE

- 5.1. **Workers' Compensation:** The **VENDOR** assumes full responsibility for maintaining adequate workers' compensation and disability insurance coverage for the **VENDOR** or any agents or employees performing services for the **VENDOR** under the terms of this Agreement, if applicable.
- 5.2. Without limiting **VENDOR**'s obligation to indemnify WDB, **VENDOR** must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by **VENDOR**, **VENDOR**'s agents, representatives, employees or subcontractors.
 - 5.2.1. **Minimum Scope of Insurance:** Coverage must be at least as broad as: Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)
 - Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto), if applicable to services.
 - Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, if applicable.

5.2.2. Minimum Limits of Insurance: **VENDOR** must maintain limits no less than

1. General Liability: (Including operations, products and completed operations.)	\$1,000,000	per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Aggregate	\$1,000,000 \$2,000,000	per accident for bodily injury and property damage
3. Workers' Compensation		as required by the State of California
4. Employers Liability Aggregate	\$1,000,000 \$2,000,000	per accident for bodily injury of disease.

Workforce Development Board of Solano County

Additional Insurance Coverage: To the extent coverage is applicable to **VENDOR's** services under this **VENDOR**, **VENDOR** must maintain the following insurance coverage:

1. Cyber Liability:	\$1,000,000	per incident with the aggregate limit of twice the required limit
2. Professional Liability: Aggregate	\$1,000,000 \$2,000,000	combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

- 5.3. Minimum Limits of Insurance:** **VENDOR** must maintain limits no less than what is outlined above.
- 5.4. If **VENDOR** maintains higher limits than the minimums shown above, WDB is entitled to coverage for the higher limits by **VENDOR**.**
- 5.5. Deductibles and Self-Insured Retentions:** Any deductibles or self-insured relations must be declared to and approved by the WDB. At the option of the WDB, either:
- 5.5.1.** The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to WDB, its officers, officials, agents, employees and volunteers; or;
- 5.5.2.** **VENDOR** must provide a financial guarantee satisfactory to WDB guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 5.6. Other Insurance provisions:** The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:
- 5.6.1.** The WDB of Solano County, its officers, officials, agents, employees, and volunteers must be included as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of **VENDOR**; and with respect to liability arising out of work or operations performed by or on behalf of **VENDOR** including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement. The insurance afforded to the additional insured shall be at least as broad as that afforded to the first named insured.
- 5.6.2.** For any claims related to work performed under this Contract, **VENDOR's** insurance coverage must be primary insurance with respect to the WDB of Solano County, its officers, agents, employees, or volunteers in excess of **VENDOR's** insurance and shall not contribute to it.
- 5.6.3.** Should any of the above described policies be cancelled prior to the policies' expiration date, **VENDOR** agrees that notice of cancellation will be delivered in accordance with the policy provisions.

6. WAIVER OF SUBROGATION

- 6.1.** **VENDOR** agrees to waive subrogation which any insurer of **VENDOR** may acquire from **VENDOR** by virtue of the payment of any loss. **VENDOR** agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- 6.2.** The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the WDB for all work performed by **VENDOR**, its employees, agents and subcontractors.

Workforce Development Board of Solano County

7. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the WDB.

8. VERIFICATION OF COVERAGE

8.1. Contractor must furnish WDB with original certificates and endorsements effecting coverage required by this Contract. The endorsements should be on forms provided that conform to the WDB's requirements and acceptable to the WDB.

8.2. WDB must receive and approve all certificates and endorsements before work commences.

8.3. However, failure to do so shall not operate as a waiver of these insurance requirements.

8.4. WDB reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

9. INDEPENDENT CONTRACTOR

9.1. **VENDOR** is an independent contractor and not an agent, officer or employee of the WDB. The parties mutually understand that this Agreement is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

9.2. **VENDOR** shall have no claim against WDB for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

9.3. **VENDOR** is solely obligated to pay all applicable taxes, withholding, Social Security, unemployment, disability insurance, Worker's Compensation and Medicare payments.

9.4. **VENDOR** shall indemnify and hold WDB harmless from any liability which WDB may incur because of **VENDOR'S** failure to pay such obligations, as set forth in this paragraph.

9.5. As an independent contractor, **VENDOR** is not subject to the direction and control of the WDB except as to the final result contracted for under this Agreement. WDB may not require **VENDOR** to change **VENDOR'S** manner of doing business, but may require redirection of efforts to fulfill this Agreement.

9.6. **VENDOR** may provide services to others during the same period **VENDOR** provides service to WDB under this Agreement.

9.7. Any third persons employed by **VENDOR** shall be under **VENDOR'S** exclusive direction, supervision and control. **VENDOR** shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

9.8. As an independent contractor, **VENDOR** shall indemnify and hold WDB harmless from any claims that may be made against WDB based solely on the contention by a third party that an employer-employee relationship exists under this Agreement. Notwithstanding this provision, to the extent that any claim, as described in this subsection, is based on alleged negligence or willful misconduct of WDB, **VENDOR** shall have no duty to indemnify and

Workforce Development Board of Solano County

hold WBD harmless for that particular claim.

- 9.9.** VENDOR with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

10. CONFLICT OF INTEREST

10.1. VENDOR warrants that VENDOR and/or VENDOR's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. VENDOR shall employ or retain no such person while rendering services under this Contract. Services rendered by VENDOR's associates or employees shall not relieve VENDOR from personal responsibility under this clause.

10.2. VENDOR an affirmative duty to disclose to WDB in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

11. NONDISCRIMINATION

11.1. In rendering services under this Contract, VENDOR shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

11.2. Further, VENDOR shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

12. CONFIDENTIALITY

12.1. All nonpublic data and information submitted or made available to VENDOR by the WDB, and other work developed by VENDOR under this Agreement, must be utilized by VENDOR in connection with this Agreement only, and must not be made available to any other sources.

12.2. VENDOR shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Agreement. VENDOR shall not use client specific information for any purpose other than carrying out VENDOR's obligations under this Agreement.

12.3. Except as otherwise permitted by this Agreement or authorized by law, VENDOR shall not disclose any confidential information to anyone other than the State of California without prior written authorization from the WDB.

12.4. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Agreement.

Workforce Development Board of Solano County

13. DISCLOSURE OF DOCUMENTS

VENDOR must not disclose any of WDB’s properly marked confidential documents without written authorization, unless disclosure is required by law.

14. OWNERSHIP OF WORK PRODUCT

All documents or other information developed as part of this Agreement or received by VENDOR become the property of WDB and must be made available to WDB upon demand or termination of this Agreement. Should copyrights of any of the products be deemed necessary in this project by mutual Agreement, such copyright shall be held by WDB and made available to the general public. The VENDOR shall be responsible for obtaining all necessary legal releases for use of any third-party proprietary materials.

15. ADVERTISEMENT

VENDOR may not use the name WDB or any variation thereof for advertising or publicity purposes without first obtaining the written consent of WDB.

16. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT

The VENDOR assumes full responsibility for any entity that is procured to perform the specified services in Exhibit A – Scope of Work. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of WDB.

17. VENDOR’S PERSONNEL

17.1. VENDOR agrees that all work to be performed under this Agreement will be performed by VENDOR. The VENDOR agrees that no portion of the work to be performed under this Agreement will be subcontracted to a third party or performed by other VENDOR employees not having the required documents and signed Exhibit B - Use and Confidentiality of Participant Personally Identifiable Information policy. In addition, VENDOR shall not subcontract any work under this Agreement nor assign this Agreement or monies due without the prior written consent of the WDB’s President/Executive Director or his/her designee subject to any required state or federal approval.

17.2. If WDB consents to the use of subcontractors, VENDOR shall require and verify that its subcontractor maintain insurance meeting all of the requirements stated in Section 5, “Insurance” above.

17.3. Assignment by VENDOR of any monies due shall not constitute an assignment of the Agreement.

17.4. Any third persons employed by VENDOR shall be under VENDOR 's exclusive direction, supervision and control. VENDOR shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

17.5. Employees of VENDOR must carry out the performance of the services contracted for under this Agreement. VENDOR must, at its own expense, provide all personnel necessary to perform the services. VENDOR warrants that all personnel engaged in the services are qualified to perform the services and must be properly licensed and otherwise authorized to do so under all applicable laws.

Workforce Development Board of Solano County

18. DEFAULT

- 18.1.** If **VENDOR** defaults in **VENDOR'S** performance, **WDB** shall promptly notify **VENDOR** in writing. If **VENDOR** fails to cure a default within 30 days after notification or if the default requires more than 30 days to cure and **VENDOR** fails to commence to cure the default within 30 days after notification, then **VENDOR'S** failure shall terminate this Contract.
- 18.2.** If **VENDOR** fails to cure default within the specified period of time, **WDB** may elect to cure the default and any expense incurred shall be payable by **VENDOR** to **WDB**.
- 18.3.** If **WDB** serves **VENDOR** with a notice of default and **VENDOR** fails to cure the default, **VENDOR** waives any further notice of termination of this Contract.
- 18.4.** If this Contract is terminated because of **VENDOR'S** default, **WDB** shall be entitled to recover from **VENDOR** all damages allowed by law.

19. INDEMNIFICATION

- 19.1.** **VENDOR** must release, defend, indemnify, hold harmless and assume the defense of **WDB**, Solano County, State of California, and the United States Department of Labor (**DOL**) its officers, employees, agents and board members from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from **VENDOR'S** operations or from any persons directly or indirectly employed by, or acting as agency for, **VENDOR**, excepting the negligence or willful misconduct of the **WDB**. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of **VENDOR'S** services, as well as during the progress of rendering such services.
- 19.2.** Acceptance of insurance required by this Agreement does not relieve **VENDOR** from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by **VENDOR'S** operations regardless if any insurance is applicable or not.

20. CHANGES AND AMENDMENTS

- 20.1.** **WDB** may request changes in **VENDOR'S** scope of work. Any mutually agreed upon changes, including any increase or decrease in the amount of **VENDOR'S** compensation, shall be effective when incorporated in written amendments to this Agreement.
- 20.2.** The party desiring the revision shall request amendments to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual execution of an amendment in writing.
- 20.3.** No verbal agreements or conversations prior to execution of this Agreement or requested amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable provisions of this Contract.

21. ENTIRETY OF AGREEMENT

This service Agreement, including any exhibits referenced, constitutes the entire Agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by **WDB** or **VENDOR** other than those contained in it.

Workforce Development Board of Solano County

22. INTERPRETATION

This Agreement must be interpreted as though prepared by both parties.

23. PRESERVATION OF AGREEMENT

Should any provision of this Agreement be found invalid or unenforceable, the decision will only affect the provision interpreted, and all remaining provisions will remain enforceable.

24. TERMINATION OF AGREEMENT

This Agreement may be terminated by the WDB or VENDOR, at any time with or without cause, upon 30 days written notice from one to the other. The WDB may terminate this Agreement immediately upon notice of VENDOR's malfeasance. The VENDOR may retain amounts, if any, paid by WDB under this Agreement prior to termination, but explicitly waives any right to additional amounts of any kind. In the event of termination, WDB shall be liable for payment only for the products delivered and acceptable prior to the effective date of termination.

25. CALIFORNIA LAW

This Agreement must be construed in accordance with the laws of the State of California. Any action commenced about this Agreement must be filed in the Solano County Superior Court.

26. AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

27. WAIVER

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any of its provisions.

Workforce Development Board of Solano County

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

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year shown below.

APPROVED BY THE VENDOR

Signature: 

Date: 11/29/2021

(Signature, Contractor's Duly Authorized Representative)

Name: Leonel M Callejas

Title: President, Solano Hispanic Chamber of Commerce

Address: PO Box 206, Fairfield, CA 94533

Phone No. 707.999.2966

APPROVED BY THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY

Signature: 

Date: 11/29/2021

(Signature, Contractor's Duly Authorized Representative)

Name: Heather Henry

Title: President/Executive Director

Approved as to Form: _____
Solano County Counsel

Exhibit A
Scope of Work

A. VENDOR RESPONSIBILITIES

1. AVAILABILITY TO PERFORM SERVICES

Vendor will:

- i. Provide and train all qualified staff in order to plan for and administer the contracted services;
- ii. Provide services for duration of contract; and,
- iii. Provide services during scheduled days and/or hours as appropriate.

2. SERVICE ACTIVITIES

Vendor will:

i. Marketing and Technical Assistance

- a. Assist in the promotion of the Solano County Microbusiness COVID-19 Relief Grant Program to increase awareness with Hispanic-owned businesses in Solano County.
- b. Conduct marketing/outreach to local Hispanic-owned small business owners through targeted advertising, which includes but is not limited to, flyer distribution, social media posts, email newsletters, articles and grant announcements posted on the Solano Hispanic Chamber of Commerce website.
- c. Provide one-on-one technical assistance to local small businesses in Spanish and assist with phone calls and applications, as needed.
- d. Work in tandem with the WDB to communicate with applicants and support Spanish application review and contract development, as needed.

B. ADMINISTRATION

1. Maintenance of Effort

VENDOR assures that services provided, and funds received under this Agreement will not supplant existing services or funds allocated for the same purpose.

2. Successors

Should the VENDOR sell or otherwise relinquish all or any portion of the ownership of the VENDOR Corporation during the course of this Agreement, any future owner(s) of the corporation will agree to be bound by the provisions stipulated herein for the length of the contract.

3. Time is of the Essence of this Agreement

All services to be performed specified under this Agreement including training must be delivered on or before the ending of date of this Agreement.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

WDB/Solano County Black Chamber of Commerce,
SERVICE AGREEMENT
Contract No. PY-21-005

SERVICE AGREEMENT

This Agreement is made and entered into on this day of **November 29, 2021** by and between the **Workforce Development Board of Solano County (WDB)** and **The Solano County Black Chamber of Commerce** herein known as (VENDOR). This agreement is contingent on successful receipt of California Microbusiness COVID-19 Relief Grant Program funds.

1. TERM OF AGREEMENT

The term of this Agreement is four (4) months. Services shall commence on **March 1, 2022** through **July 31, 2022**. The Agreement will remain in full force and effect until the completion of the Scope of Work as described in Exhibit A of this Agreement.

2. SCOPE OF SERVICES

The VENDOR shall provide the specified deliverables as described in the scope of work which shall be incorporated as Exhibit A-Scope of Work of this Agreement.

3. COMPENSATION

3.1. Amount: VENDOR will be compensated not to exceed **\$3,000.00**

3.2. Invoicing and Timing of Payment: Payment will be made according to the following terms:

3.2.1. VENDOR shall submit invoices detailing work performed for each deliverable detailed in the Scope of Work and amount payable to the WDB's President/Executive Director. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President, and the deliverables described in Exhibit A have been accepted in writing by the Executive Director/President OR his/her designee.

3.2.2. The VENDOR may be asked to perform special tasks or projects separate from the Scope of Work. Prior written approval by WDB will be required if any services are performed by the VENDOR that are not specified in Exhibit A – Scope of Work and a separate invoice will be submitted by the VENDOR.

3.2.3. The VENDOR shall provide any additional documentation as required by WDB at any time in order to substantiate VENDOR claims for payment. WDB may elect to withhold payment for failure by VENDOR to provide such documentation required by WDB.

3.2.4. The VENDOR agrees that the total maximum compensation for the services performed will not exceed the amount individually assigned in each Scope of Work Order (task order). The VENDOR agrees that any work performed above and beyond this amount will be gratis and will not be billed to the WDB.

3.2.5. Tax Withholding: Payment to non-California resident or nonresident alien VENDOR performing services in California may be reduced by any required state tax withholding or federal tax withholding or both.

Workforce Development Board of Solano County

4. REPRESENTATIONS

- 4.1.** WDB relies upon **VENDOR**'s professional ability and training as a material inducement to enter into this Contract. **VENDOR** represents that **VENDOR** will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. WDB's acceptance of **VENDOR**'s work shall not constitute a waiver or release of **VENDOR** from professional responsibility.
- 4.2.** **VENDOR** further represents that **VENDOR** possesses current valid appropriate licensure, including, but not limited to driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

5. INSURANCE

- 5.1.** Workers' Compensation: The **VENDOR** assumes full responsibility for maintaining adequate workers' compensation and disability insurance coverage for the **VENDOR** or any agents or employees performing services for the **VENDOR** under the terms of this Agreement, if applicable.
- 5.2.** Without limiting **VENDOR**'s obligation to indemnify WDB, **VENDOR** must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by **VENDOR**, **VENDOR**'s agents, representatives, employees or subcontractors.
- 5.2.1.** Minimum Scope of Insurance: Coverage must be at least as broad as: Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)
- Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto), if applicable to services.
 - Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, if applicable.

5.2.2. Minimum Limits of Insurance: **VENDOR** must maintain limits no less than

1. General Liability: (Including operations, products and completed operations.)	\$1,000,000	per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Aggregate	\$1,000,000 \$2,000,000	per accident for bodily injury and property damage
3. Workers' Compensation		as required by the State of California
4. Employers Liability Aggregate	\$1,000,000 \$2,000,000	per accident for bodily injury of disease.

Workforce Development Board of Solano County

Additional Insurance Coverage: To the extent coverage is applicable to VENDOR's services under this VENDOR, VENDOR must maintain the following insurance coverage:

1. Cyber Liability:	\$1,000,000	per incident with the aggregate limit of twice the required limit
2. Professional Liability: Aggregate	\$1,000,000 \$2,000,000	combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

- 5.3. Minimum Limits of Insurance:** VENDOR must maintain limits no less than what is outlined above.
- 5.4. If VENDOR maintains higher limits than the minimums shown above, WDB is entitled to coverage for the higher limits by VENDOR.**
- 5.5. Deductibles and Self-Insured Retentions:** Any deductibles or self-insured relations must be declared to and approved by the WDB. At the option of the WDB, either:
- 5.5.1.** The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to WDB, its officers, officials, agents, employees and volunteers; or;
- 5.5.2.** VENDOR must provide a financial guarantee satisfactory to WDB guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 5.6. Other Insurance provisions:** The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:
- 5.6.1.** The WDB of Solano County, its officers, officials, agents, employees, and volunteers must be included as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of VENDOR; and with respect to liability arising out of work or operations performed by or on behalf of VENDOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement. The insurance afforded to the additional insured shall be at least as broad as that afforded to the first named insured.
- 5.6.2.** For any claims related to work performed under this Contract, VENDOR's insurance coverage must be primary insurance with respect to the WDB of Solano County, its officers, agents, employees, or volunteers in excess of VENDOR's insurance and shall not contribute to it.
- 5.6.3.** Should any of the above described policies be cancelled prior to the policies' expiration date, VENDOR agrees that notice of cancellation will be delivered in accordance with the policy provisions.

6. WAIVER OF SUBROGATION

- 6.1.** VENDOR agrees to waive subrogation which any insurer of VENDOR may acquire from VENDOR by virtue of the payment of any loss. VENDOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- 6.2.** The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the WDB for all work performed by VENDOR, its employees, agents and subcontractors.

Workforce Development Board of Solano County

7. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the WDB.

8. VERIFICATION OF COVERAGE

8.1. Contractor must furnish WDB with original certificates and endorsements effecting coverage required by this Contract. The endorsements should be on forms provided that conform to the WDB's requirements and acceptable to the WDB.

8.2. WDB must receive and approve all certificates and endorsements before work commences.

8.3. However, failure to do so shall not operate as a waiver of these insurance requirements.

8.4. WDB reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

9. INDEPENDENT CONTRACTOR

9.1. **VENDOR** is an independent contractor and not an agent, officer or employee of the WDB. The parties mutually understand that this Agreement is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

9.2. **VENDOR** shall have no claim against WDB for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

9.3. **VENDOR** is solely obligated to pay all applicable taxes, withholding, Social Security, unemployment, disability insurance, Worker's Compensation and Medicare payments.

9.4. **VENDOR** shall indemnify and hold WDB harmless from any liability which WDB may incur because of **VENDOR'S** failure to pay such obligations, as set forth in this paragraph.

9.5. As an independent contractor, **VENDOR** is not subject to the direction and control of the WDB except as to the final result contracted for under this Agreement. WDB may not require **VENDOR** to change **VENDOR'S** manner of doing business, but may require redirection of efforts to fulfill this Agreement.

9.6. **VENDOR** may provide services to others during the same period **VENDOR** provides service to WDB under this Agreement.

9.7. Any third persons employed by **VENDOR** shall be under **VENDOR'S** exclusive direction, supervision and control. **VENDOR** shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

9.8. As an independent contractor, **VENDOR** shall indemnify and hold WDB harmless from any claims that may be made against WDB based solely on the contention by a third party that an employer-employee relationship exists under this Agreement. Notwithstanding this provision, to the extent that any claim, as described in this subsection, is based on alleged negligence or willful misconduct of WDB, **VENDOR** shall have no duty to indemnify and

Workforce Development Board of Solano County

hold WDB harmless for that particular claim.

- 9.9.** VENDOR with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

10. CONFLICT OF INTEREST

- 10.1.** VENDOR warrants that VENDOR and/or VENDOR's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. VENDOR shall employ or retain no such person while rendering services under this Contract. Services rendered by VENDOR's associates or employees shall not relieve VENDOR from personal responsibility under this clause.
- 10.2.** VENDOR an affirmative duty to disclose to WDB in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

11. NONDISCRIMINATION

- 11.1.** In rendering services under this Contract, VENDOR shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
- 11.2.** Further, VENDOR shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

12. CONFIDENTIALITY

- 12.1.** All nonpublic data and information submitted or made available to VENDOR by the WDB, and other work developed by VENDOR under this Agreement, must be utilized by VENDOR in connection with this Agreement only, and must not be made available to any other sources.
- 12.2.** VENDOR shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Agreement. VENDOR shall not use client specific information for any purpose other than carrying out VENDOR's obligations under this Agreement.
- 12.3.** Except as otherwise permitted by this Agreement or authorized by law, VENDOR shall not disclose any confidential information to anyone other than the State of California without prior written authorization from the WDB.
- 12.4.** For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Agreement.

Workforce Development Board of Solano County

13. DISCLOSURE OF DOCUMENTS

VENDOR must not disclose any of WDB’s properly marked confidential documents without written authorization, unless disclosure is required by law.

14. OWNERSHIP OF WORK PRODUCT

All documents or other information developed as part of this Agreement or received by VENDOR become the property of WDB and must be made available to WDB upon demand or termination of this Agreement. Should copyrights of any of the products be deemed necessary in this project by mutual Agreement, such copyright shall be held by WDB and made available to the general public. The VENDOR shall be responsible for obtaining all necessary legal releases for use of any third-party proprietary materials.

15. ADVERTISEMENT

VENDOR may not use the name WDB or any variation thereof for advertising or publicity purposes without first obtaining the written consent of WDB.

16. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT

The VENDOR assumes full responsibility for any entity that is procured to perform the specified services in Exhibit A – Scope of Work. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of WDB.

17. VENDOR’S PERSONNEL

17.1. VENDOR agrees that all work to be performed under this Agreement will be performed by VENDOR. The VENDOR agrees that no portion of the work to be performed under this Agreement will be subcontracted to a third party or performed by other VENDOR employees not having the required documents and signed Exhibit B - Use and Confidentiality of Participant Personally Identifiable Information policy. In addition, VENDOR shall not subcontract any work under this Agreement nor assign this Agreement or monies due without the prior written consent of the WDB’s President/Executive Director or his/her designee subject to any required state or federal approval.

17.2. If WDB consents to the use of subcontractors, VENDOR shall require and verify that its subcontractor maintain insurance meeting all of the requirements stated in Section 5, “Insurance” above.

17.3. Assignment by VENDOR of any monies due shall not constitute an assignment of the Agreement.

17.4. Any third persons employed by VENDOR shall be under VENDOR 's exclusive direction, supervision and control. VENDOR shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

17.5. Employees of VENDOR must carry out the performance of the services contracted for under this Agreement. VENDOR must, at its own expense, provide all personnel necessary to perform the services. VENDOR warrants that all personnel engaged in the services are qualified to perform the services and must be properly licensed and otherwise authorized to do so under all applicable laws.

Workforce Development Board of Solano County

18. DEFAULT

- 18.1.** If **VENDOR** defaults in **VENDOR'S** performance, **WDB** shall promptly notify **VENDOR** in writing. If **VENDOR** fails to cure a default within 30 days after notification or if the default requires more than 30 days to cure and **VENDOR** fails to commence to cure the default within 30 days after notification, then **VENDOR'S** failure shall terminate this Contract.
- 18.2.** If **VENDOR** fails to cure default within the specified period of time, **WDB** may elect to cure the default and any expense incurred shall be payable by **VENDOR** to **WDB**.
- 18.3.** If **WDB** serves **VENDOR** with a notice of default and **VENDOR** fails to cure the default, **VENDOR** waives any further notice of termination of this Contract.
- 18.4.** If this Contract is terminated because of **VENDOR'S** default, **WDB** shall be entitled to recover from **VENDOR** all damages allowed by law.

19. INDEMNIFICATION

- 19.1.** **VENDOR** must release, defend, indemnify, hold harmless and assume the defense of **WDB**, Solano County, State of California, and the United States Department of Labor (**DOL**) its officers, employees, agents and board members from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from **VENDOR'S** operations or from any persons directly or indirectly employed by, or acting as agency for, **VENDOR**, excepting the negligence or willful misconduct of the **WDB**. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of **VENDOR'S** services, as well as during the progress of rendering such services.
- 19.2.** Acceptance of insurance required by this Agreement does not relieve **VENDOR** from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by **VENDOR'S** operations regardless if any insurance is applicable or not.

20. CHANGES AND AMENDMENTS

- 20.1.** **WDB** may request changes in **VENDOR'S** scope of work. Any mutually agreed upon changes, including any increase or decrease in the amount of **VENDOR'S** compensation, shall be effective when incorporated in written amendments to this Agreement.
- 20.2.** The party desiring the revision shall request amendments to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual execution of an amendment in writing.
- 20.3.** No verbal agreements or conversations prior to execution of this Agreement or requested amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable provisions of this Contract.

21. ENTIRETY OF AGREEMENT

This service Agreement, including any exhibits referenced, constitutes the entire Agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by **WDB** or **VENDOR** other than those contained in it.

Workforce Development Board of Solano County

22. INTERPRETATION

This Agreement must be interpreted as though prepared by both parties.

23. PRESERVATION OF AGREEMENT

Should any provision of this Agreement be found invalid or unenforceable, the decision will only affect the provision interpreted, and all remaining provisions will remain enforceable.

24. TERMINATION OF AGREEMENT

This Agreement may be terminated by the WDB or VENDOR, at any time with or without cause, upon 30 days written notice from one to the other. The WDB may terminate this Agreement immediately upon notice of VENDOR's malfeasance. The VENDOR may retain amounts, if any, paid by WDB under this Agreement prior to termination, but explicitly waives any right to additional amounts of any kind. In the event of termination, WDB shall be liable for payment only for the products delivered and acceptable prior to the effective date of termination.

25. CALIFORNIA LAW

This Agreement must be construed in accordance with the laws of the State of California. Any action commenced about this Agreement must be filed in the Solano County Superior Court.

26. AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

27. WAIVER

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any of its provisions.

Workforce Development Board of Solano County

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

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year shown below.

APPROVED BY THE VENDOR

Signature: [Handwritten Signature]
(Signature, Contractor's Duly Authorized Representative)
Name: Tamari Richardson
Title: President
Address: _____
Phone No. 707-761-4039

Date: 11/26/2021

APPROVED BY THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY

Signature: [Handwritten Signature: Heather Henry]
(Signature, Contractor's Duly Authorized Representative)
Name: Heather Henry
Title: President/Executive Director

Date: 11/29/21

Approved as to Form: _____
Solano County Counsel

Exhibit A
Scope of Work

A. VENDOR RESPONSIBILITIES

1. AVAILABILITY TO PERFORM SERVICES

Vendor will:

- i. Provide and train all qualified staff in order to plan for and administer the contracted services;
- ii. Provide services for duration of contract; and,
- iii. Provide services during scheduled days and/or hours as appropriate.

2. SERVICE ACTIVITIES

Vendor will:

i. Marketing and Technical Assistance

- a. Assist in the promotion of the Solano County Microbusiness COVID-19 Relief Grant Program to increase awareness with black-owned businesses in Solano County.
- b. Conduct marketing/outreach to local black-owned small business owners through targeted advertising, which includes but is not limited to, flyer distribution, social media posts, email newsletters, articles and grant announcements posted on the Solano County Black Chamber of Commerce website.
- c. Provide one-on-one technical assistance to local small businesses and assist with phone calls and applications, as needed.

B. ADMINISTRATION

1. Maintenance of Effort

VENDOR assures that services provided, and funds received under this Agreement will not supplant existing services or funds allocated for the same purpose.

2. Successors

Should the VENDOR sell or otherwise relinquish all or any portion of the ownership of the VENDOR Corporation during the course of this Agreement, any future owner(s) of the corporation will agree to be bound by the provisions stipulated herein for the length of the contract.

3. Time is of the Essence of this Agreement

All services to be performed specified under this Agreement including training must be delivered on or before the ending of date of this Agreement.

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	\$	102,785.83
Proposed Eligible Microbusiness Grants Budget	\$	450,000.00
Total Proposed Budget	\$	552,785.83

Exhibit E – Letter of Designation

BIRGITTA E. CORSELLO

County Administrator
becorsello@solanocounty.com
(707) 784-6100

NANCY L. HUSTON

Assistant County Administrator
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(707) 784-6107

BILL EMLÉN

Assistant County Administrator
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COUNTY ADMINISTRATOR'S OFFICE



**SOLANO
COUNTY**

675 Texas Street, Suite 6500
Fairfield, CA 94533-6342
(707) 784-6100
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www.solanocounty.com

November 23, 2021

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

California Microbusiness COVID-19 Relief Grant Program: Letter of Designation

This letter is intended to convey approval for the County of Solano to apply for the California Microbusiness COVID-19 Relief Grant Program. The County is excited to participate in providing this support to microbusinesses in the community and commends the Governor's Office of Business and Economic Development for looking out for our smaller businesses during these challenging times.

The County Administrator's Office will serve as the Authorized Representative on behalf of the County, working with the Workforce Development Board as its primary partner in administering this grant program.

Sincerely

A handwritten signature in blue ink that reads "Birgitta Corsello".

Birgitta Corsello
County Administrator

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

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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)
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:

- 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.
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>

END

END EXHIBIT F