

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.38
(ID # 17642)

MEETING DATE:

Tuesday, December 14, 2021

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Authorize Creation of the County of Riverside Microbusiness COVID-19 Relief Grant Program in the total amount of \$3,093,964; Approve the Subrecipient Agreement with Charitable Ventures for the County of Riverside Microbusiness COVID-19 Relief Grant Program without seeking competitive bids through January 31, 2023. All Districts. [\$3,093,964 - 100% State of California funds] (CEQA Exempt)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt under the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15301;
2. Upon approval of grant award from the State of California Office of the Small Business Advocate, authorize the creation of the County of Riverside Microbusiness COVID-19 Relief Grant Program (Grant Program) to assist microbusinesses and entrepreneurs significantly impacted by COVID-19 related economic impacts, to be administered by the Riverside County Office of Economic Development, providing funding for eligible small businesses within the county in amounts up to \$2,500;

Continued on page 2


ACTION:

Suzanne Holland
Suzanne Holland, Director of Office of Economic Development 11/22/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 14, 2021
xc: OED

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the attached Subrecipient Agreement for the COVID-19 Microbusiness Grant Program with Charitable Ventures for grant services on behalf of the Grant Program, without seeking competitive bids, in an amount not to exceed \$3,024,000 through January 31, 2023, derived from the California Microbusiness COVID-19 Grant Program which was enacted by Senate Bill No. 151; and authorize the Chair of the Board of Supervisors to sign the Subrecipient Agreement on behalf of the County; and
4. Authorize the Director of the Office of Economic Development, or designee, to take any and all necessary steps to implement and administer the Grant Program and the Subrecipient Agreement with Charitable Ventures, including, signing subsequent, necessary and related documents to complete this transaction, including but not limited to individual Grant Agreements, substantially conforming in form and substance to the template attached as Exhibit D to the Subrecipient Agreement, with small businesses and Charitable Ventures, subject to approval as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,250,000	\$ 1,843,964	\$ 3,093,964	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State of California Grant funds			Budget Adjustment: No	
			For Fiscal Year: 21/22 - 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 11, 2021, the State of California announced the solicitation of applications from California's 58 county governments as eligible grantmaking entities to administer a grant program that would distribute \$2,500 grants to eligible microbusinesses impacted by COVID-19 and related health and safety restrictions. The statewide fund for this program is \$50 million and counties are eligible to receive an amount based on the ratio of their population compared to the overall state population. Riverside County's allocation is \$3,093,964 which is based on the county containing 6.2% of the state population. The proposed funding allows for a maximum of 20% of the awarded grant or maximum of \$300,000 to be used by grantmaking entities for costs to administer the program. To receive the funding, the County of Riverside (County) is required to submit an application to the State of California Office of the Small Business Advocate which would contain specific information about how the program will be administered and partners identified that would be involved in implementing the program. If awarded the grant funds, the County would enter into an agreement with the State and receive funds in late January 2022; no

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match is required for receipt of these funds. Program launch would occur upon receipt of funds and conclude by November 30, 2022, as required by the State.

The California Microbusiness COVID-19 Relief Grant Program (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 Riverside County Office of Economic Development is proposing to implement the Grant Program with the goal to assist microbusinesses to promote business sustainability, job retention, and the overall economic preservation of local businesses throughout the county. Microbusinesses with four employees or less comprise approximately 33% of the total number of businesses in the County of Riverside and are important to the county's economy. The Grant Program will provide grants up to a maximum of \$2,500 per business to assist with economic impacts from COVID-19.

The Grant Program recipient must self-certify that funds will be used for, but not limited to, the purchase of new certified equipment; 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; 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. The Grant Program recipient must have been in business since at least December 31, 2019, have 4 or fewer employees, and less than \$50,000 in 2019 annual taxable revenue. In addition, they must not have received funding from the CA Small Business COVID-19 Relief Grant Program. The application process will begin with interested businesses accessing an online application through the www.rivcobizhelp.org website. Businesses will need to complete a grant application and provide documentation to ensure they comply with program requirements.

The Office of Economic Development will partner with Charitable Ventures (CV), a nonprofit, public benefit corporation experienced in operating grant programs and supporting small, nonprofit businesses. Office of Economic Development selected Charitable Ventures as the Fiscal Agent for the Grant Program because they had the most relevant experience, having previously administered relief grant programs in excess of \$25 million dollars during COVID-19 economic impact relief efforts and they have existing resources in place for the online portal to receive applications and documentation required for grant awards to allow for rapid deployment of the program in Riverside County. The County and its partners will jointly market the program to ensure all areas of Riverside County are made aware of the grant program. CV has extensive

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experience managing grant programs and will collect applications and documents required through an online application portal, process grant requests, and recommend grant approval or denial to the Office of Economic Development based on submittal requirements as outlined in the Grant Program. CV will service grants over the term of the grant period and maintain a data base with pertinent information and documents received from applicants as required by the Grant Program. CV's processing costs for the grant services will be funded with State of California Grant Program funds so that businesses will not have any out-of-pocket expenses and there is no net county cost. CV will report on grants to the County of Riverside pursuant to program requirements. The Office of Economic Development is recommending that a total \$3,093,964 be allocated to establishing a microbusiness grant program. Of that total, \$2.8 million is proposed to be allocated to direct business assistance for the 1,120 Grants estimated grants to County microbusinesses, \$224,000 is proposed for CV fees for services to be provided (comprising 8.0% of grant program funds). and the balance of \$69,964 is proposed to be used by the Office of Economic Development for marketing and outreach services costs.

Pursuant to the California Environmental Quality Act (CEQA), the proposed Grant Program and Subrecipient Agreement were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" exemption, and Section 15301 Class 1- Existing Facilities exemption. The project includes implementing a grant program and granting of funds for use as employee salary and other business capital and operating expenses and safe reopening protocols (Project). The Project will have mostly financial impacts. The grant program and the use of grant funds are strictly for employee salary and other business capital and operating expenses and safe reopening protocols that will not alter the existing facility and is categorically exempt from CEQA under CEQA Guidelines 15301, Class 1 – Existing Facilities, since the Project does not include any change of existing facilities and no expansion of an existing use will occur. In addition, it can be seen with certainty that there is no possibility that the activity in question will have a significant impact on the environment since the Project is implementing a grant program and the granting of funds will not require any construction activities and will not lead to any direct or reasonably foreseeable indirect physical environmental impacts since the existing use will be maintained. A Notice of Exemption will be filed by RCBSC staff with the County Clerk upon approval of the Grant Program.

The Office of Economic Development recommends that the Board approve the Grant Program, the attached Subrecipient Agreement including all exhibits with Charitable Ventures and authorize the Director of the Office of Economic Development, or designee to administer the Grant Program, Subrecipient Agreement and sign any subsequent necessary and related documents to complete this transaction, including but not limited to individual COVID-19 Microbusiness Grant Agreements, substantially conforming in form and substance to the template attached as Exhibit D to the Subrecipient Agreement, subject to approval as to form by County Counsel.

Impact on Residents and Businesses

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The proposed Grant Program will assist microbusinesses in the County that were not able to receive funding from the State of California COVID-19 Small Business Grant Relief Program. It will allow them to access funds for business capital and operating expenses and safe reopening protocols directly related to the immediate impacts of COVID-19. This will benefit the community and will increase taxable revenue generated by these microbusinesses as they reopen or expand their operations.

Additional Fiscal Information

The proposed Grant Program and the attached Subrecipient Agreement will be funded entirely by State of California funds and will not impact the County's General Fund. Through the attached Agreement, CV will be responsible for grant application processing and administration, and remaining grant administration activities will be addressed utilizing existing Department staff.

Attachments

- Charitable Ventures Grant Subrecipient Agreement
- Project Budget
- Scope of Services
- Riverside County COVID-19 Microbusiness Grant Program Framework
- Riverside County COVID-19 Microbusiness Grant Agreement

SUBRECIPIENT AGREEMENT

for

COVID-19 MICROBUSINESS GRANT PROGRAM

between

COUNTY OF RIVERSIDE

and

CHARITABLE VENTURES



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This Subrecipient Agreement ("Sub-agreement") is made and entered into this ____ day of _____, 2021, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, through its Office of Economic Development (herein referred to as "COUNTY" or "GRANTEE"), and **CHARITABLE VENTURES**, a California nonprofit public benefit corporation (herein referred to as "SUBRECIPIENT"), to address the coronavirus disease 2019 ("COVID-19") pandemic emergency through the COUNTY's COVID-19 Microbusiness Grant Program ("Microbusiness Grant Program"). COUNTY and SUBRECIPIENT are collectively referred to herein as the "Parties" and individually as a "Party." The Parties agree as follows:

1. Description of Services

1.1 SUBRECIPIENT shall provide all services as outlined and specified in Exhibit A: Scope of Services, and the fees stated in Exhibit B: Budget, both attached hereto and incorporated herein.

1.2 SUBRECIPIENT represents that it has the skills, experience, and knowledge necessary to perform under this Sub-agreement and the COUNTY relies upon this representation. SUBRECIPIENT shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 SUBRECIPIENT affirms this it is fully apprised of all of the work to be performed under this Sub-agreement; and the SUBRECIPIENT agrees it can properly perform this work at the fees stated in Exhibit B. SUBRECIPIENT is not to perform services or provide products outside of the Sub-agreement.

1.4 Acceptance by the COUNTY of the SUBRECIPIENT's performance under this Sub-agreement does not operate as a release of SUBRECIPIENT's responsibility for full compliance with the terms of this Sub-agreement.

1.5 The description of services hereunder may be amended as needed pursuant to Section 23.14 of this Sub-agreement.

2. Period of Performance

2.1 This Sub-agreement shall be effective upon signature by both Parties and continues in effect through January 30, 2023, unless terminated earlier or otherwise modified. SUBRECIPIENT shall commence performance upon signature of this Sub-agreement by both Parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

2.2 Time shall be of the essence as to all aspects of the SUBRECIPIENT's performance under this Sub-agreement.

3. **Budget**

3.1 The total estimated capital budget for full performance under this Sub-agreement is **Three Million, Twenty-Four Thousand dollars (\$3,024,000.00)** derived from State of California Microbusiness COVID-19 Relief Grant Program (MBCRG) for services provided and eligible grants to microbusinesses in Riverside County, subject to award by the State of California and acceptance of award by the COUNTY. The capital budget may be amended as needed pursuant to Section 23.14 of this Sub-agreement. Disbursement of the MBCRG funds shall be in accordance with the disbursement milestones set forth in Exhibit B as well as the below allocated amounts:

- (a) Subrecipient Fees. SUBRECIPIENT compensation shall be eight percent (8.0%) of grant funds for services performed for an amount not to exceed Two Hundred Twenty-Four Thousand dollars (\$224,000.00). SUBRECIPIENT shall submit invoices for payment of fees after services are performed.
- (b) Microbusiness Grants. SUBRECIPIENT will be disbursed funds up to an amount not to exceed Two Million, Eight Hundred Thousand dollars (\$2,800,000.00) to be used solely for grants to eligible Riverside County microbusinesses in accordance with the California Microbusiness COVID-19 Relief Grant Program per the Riverside County Microbusiness Grant Program Framework, attached hereto as Exhibit C. The COUNTY will disburse thirty-three percent (33%) of microbusiness grant funds in the amount of Nine Hundred Thirty-Three Thousand, Three Hundred Thirty-Three dollars (\$933,333.33) upon award from the State of California of the MBCRG and execution of Sub-agreement by both Parties. The remaining 67 percent (67%) balance of microbusiness grant funds, in the amount of One Million, Eight Hundred Sixty-Six Thousand, Six Hundred Sixty-Six dollars and Sixty-Seven Cents (\$1,866,666.67), will be disbursed in thirty-three percent (33%) increments based on reaching the milestones of expending seventy-five percent (75%) of the previous disbursement, until all small business grant funds have been completely disbursed.

3.2 SUBRECIPIENT shall hold all grant funds disbursed under this Agreement in a segregated account, and any interest, dividends, income, capital gains, and other amounts earned or derived therefrom, shall be used solely for small business grants under this Agreement. These funds are to be held by SUBRECIPIENT on behalf of COUNTY and all funds shall be expended by November 30, 2022. Any unused

funds not expended as small business grants shall be returned to COUNTY as soon as administratively practicable, but in any event no later than December 15, 2022.

3.3 SUBRECIPIENT shall provide COUNTY an operating budget with fee schedule, grant volume, milestones, recurring expenses, and one-time costs, which shall be attached hereto and incorporated herein as Exhibit B.

3.4 COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Sub-agreement.

3.5 COUNTY obligation under this Sub-agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30th of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing; and this Sub-agreement shall be deemed terminated and shall have no further force or effect.

4. Grant Program Requirements

4.1 SUBRECIPIENT acknowledges that the source of funding for the COVID-19 Microbusiness Grant Program is the State of California Microbusiness COVID-19 Relief Grant Program, and that payments from the Fund are only to be used to make necessary expenditures incurred due to the public health emergency with respect to COVID-19.

4.2 SUBRECIPIENT acknowledges that State of California Microbusiness COVID-19 Relief Grant Program Fund provisions allow the use of funds for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency such as expenditures related to the provision of grants to microbusinesses from local government to reimburse the costs of business interruption caused by required closures and will not use these funds for any other uses.

4.3 SUBRECIPIENT shall follow the COUNTY's COVID-19 Microbusiness Grant Program Framework, as set forth in Exhibit C, for process and determination of eligibility for small businesses for grants not to exceed \$2,500.00.

4.4 SUBRECIPIENT shall utilize the COUNTY's template COVID-19 Small Business Assistance Grant Agreement, as set forth in Exhibit D, when issuing grants to small businesses under this Agreement.

4.5 California Microbusiness COVID-19 Relief Grant Program funds authorized by COUNTY to SUBRECIPIENT will be deposited, in a lump sum, into a segregated account established by the SUBRECIPIENT, as set forth in Section 3 above.

4.6 The Project Director or Authorized Organizational Representative (“AOR”) for SUBRECIPIENT shall be Anne Olin. The Project Director is considered essential to the work performed under this Sub-agreement. SUBRECIPIENT shall notify COUNTY within fifteen (15) calendar days if the AOR has left or will leave their employment with SUBRECIPIENT or has otherwise become incapable of performing under this Sub-agreement. With notice of a change of AOR, the Parties may exercise the option to continue this Sub-agreement unchanged, with SUBRECIPIENT providing COUNTY with an acceptable operational plan including a new AOR. Alternatively, the Parties may agree to terminate this Sub-agreement subject to the terms outlined under Section 5 of this Sub-agreement.

5. Suspension or Termination

5.1 COUNTY may terminate this Sub-agreement without cause upon thirty (30) days written notice served upon the SUBRECIPIENT stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, suspend or terminate this Sub-agreement for cause for SUBRECIPIENT’s default, if SUBRECIPIENT refuses or fails to comply with the terms of this Sub-agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time, and which are made known to SUBRECIPIENT; and
- (b) Failure, without correction, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Sub-agreement, including its reporting requirements to the COUNTY; and
- (c) Ineffective or improper use of funds provided under this Sub-agreement; or
- (d) Failure to make progress that may endanger performance and SUBRECIPIENT does not immediately cure such failure.

5.3 If the Sub-agreement is terminated because of a non-performance under Section 5.2 by the SUBRECIPIENT, the COUNTY shall be responsible for expenses incurred by the SUBRECIPIENT in relation to the award, but only up to the date that the SUBRECIPIENT receives the notice of the breach. In

the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.4 COUNTY may terminate this Sub-agreement in the event COUNTY receives a notice of termination from the State of California. Upon such notification, SUBRECIPIENT shall proceed in an orderly fashion to limit or terminate any outstanding commitments. The SUBRECIPIENT will provide the COUNTY with a closeout proposal for any reasonable and reimbursable termination costs, a final financial report and/or progress report within sixty (60) days of the notice of termination.

5.5 After receipt of the notice of termination, SUBRECIPIENT shall:

- (a) Stop all work under this Sub-agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Sub-agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.6 After termination, SUBRECIPIENT shall:

- (a) Provide COUNTY with a repayment schedule for all uncommitted cash, outstanding grants net of the SUBRECIPIENT's fees. SUBRECIPIENT may, at its own discretion, refinance these outstanding grant commitments with other available funds at its disposal as a means to accelerate payment to COUNTY.
- (b) Submit a final Report no later than forty-five (45) days after closeout of this Sub-agreement.
- (c) Receive payment only for SUBRECIPIENT's performance up to the date of termination in accordance with this Sub-agreement, unless otherwise provided for herein.

5.7 SUBRECIPIENT's rights under this Sub-agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Sub-agreement by SUBRECIPIENT; or in the event of SUBRECIPIENT's unwillingness or inability for any reason whatsoever to perform the terms of this Sub-agreement. In such event, SUBRECIPIENT shall not be entitled to any further compensation under this Sub-agreement.

5.8 Closeout expenses upon termination may include accounting, legal, clerical, and similar costs reasonably necessary to terminate SUBRECIPIENT activities under this Sub-agreement, the termination and settlement of any subcontracts, reasonable costs for storage, transportation, protection of any property or

records related to this Sub-agreement, and any management costs such as salaries and wages and any normal indirect costs limited to payroll taxes, fringe benefits, occupancy costs, and other reasonable overhead costs.

5.9 This Sub-agreement is federally or State funded, and as such, SUBRECIPIENT cannot be debarred from the System for Award Management (SAM). SUBRECIPIENT must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central SUBRECIPIENT Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.10 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Sub-agreement.

6. Ownership/Use of Materials

The SUBRECIPIENT agrees that all materials, reports or products in any form, including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated pursuant to this Sub-agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. SUBRECIPIENT agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Subrecipient

7.1 The SUBRECIPIENT covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Sub-agreement. The SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Sub-agreement. The SUBRECIPIENT agrees to inform the COUNTY of all the SUBRECIPIENT's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the SUBRECIPIENT is doing business or proposing to do business, in accomplishing the work under this Sub-agreement.

7.3 The SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Performance Monitoring

8.1 SUBRECIPIENT shall submit program performance monthly reports and a final report to COUNTY, with the information and in the format acceptable to COUNTY. The final report is due by January 30, 2023

8.2 COUNTY will evaluate SUBRECIPIENT's management and operation of the COVID-19 Microbusiness Relief Grant Program on factors, including but not limited to grant volume, expended funds, management, reporting, and strategic results.

8.3 SUBRECIPIENT will generally be allowed thirty (30) days to submit Deliverables, or to increase its performance. However, persistent noncompliance will result in COUNTY seeking appropriate remedies for noncompliance.

8.4 COUNTY will review the audit of the SUBRECIPIENT to ensure that grant funds are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements under this Agreement, including Section 12.1 below.

8.5 If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period after being notified by COUNTY, suspension or termination procedures may be initiated by COUNTY according to Section 5 of this Sub-agreement.

8.6 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Sub-agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The SUBRECIPIENT shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the SUBRECIPIENT's conformity with the terms of this Sub-agreement. If any services performed by SUBRECIPIENT are not in conformance with the terms of this Sub-agreement, the COUNTY shall have the right to require the SUBRECIPIENT to perform the services in conformance with the terms of the Sub-agreement at no additional cost. The COUNTY may also terminate this Sub-agreement for default and charge to SUBRECIPIENT any costs incurred by the COUNTY because of the SUBRECIPIENT's failure to perform.

8.7 SUBRECIPIENT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Sub-agreement; and shall permit a COUNTY

representative or other regulatory official to monitor, assess, or evaluate SUBRECIPIENT's performance under this Sub-agreement at any time, upon reasonable notice to the SUBRECIPIENT.

9. Independent Contractor/Employment Eligibility

9.1 The SUBRECIPIENT is, for purposes relating to this Sub-agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Sub-agreement. Nothing in the Sub-agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the Parties. It is further understood and agreed by the Parties that SUBRECIPIENT in the performance of this Sub-agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 SUBRECIPIENT warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of noncitizens and others and to ensure that employees performing work under this Sub-agreement ("Covered Individuals") meet the citizenship or other immigration status requirement set forth in federal statutes and regulations. SUBRECIPIENT shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status lawfully required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. SUBRECIPIENT shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 SUBRECIPIENT shall screen prospective Covered Individuals prior to hire or engagement. SUBRECIPIENT shall not hire or engage any Ineligible Person to provide services directly relative to this Sub-agreement. SUBRECIPIENT shall screen all current Covered Individuals within thirty (30) days of

execution of this Sub-agreement to ensure that they have not become Ineligible Persons unless SUBRECIPIENT has performed such screening on same Covered Individuals under a separate Sub-agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to SUBRECIPIENT immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. SUBRECIPIENT shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Sub-agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 SUBRECIPIENT acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If SUBRECIPIENT becomes aware that a Covered Individual has become an Ineligible Person, SUBRECIPIENT shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Sub-agreement.

9.6 SUBRECIPIENT shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Sub-agreement.

10. Subcontract for Work or Services

No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Sub-agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the SUBRECIPIENT and personnel assigned under this Sub-agreement, or for parties named in the proposal and agreed to under this Sub-agreement.

11. Disputes

11.1 The Parties shall attempt to resolve any disputes amicably at the working level through informal means. If that is not successful, the dispute shall be referred to the senior management of the Parties. Any dispute relating to this Sub-agreement, which is not resolved by the Parties, shall be decided by the COUNTY's Director of Office of Economic Development who shall furnish the decision in writing. The decision of the COUNTY's Director of Office of Economic Development shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly

erroneous to imply bad faith. The SUBRECIPIENT shall proceed diligently with the performance of this Sub-agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Sub-agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall equally share the cost of the mediations.

12. Funding Requirements

12.1 General Compliance. SUBRECIPIENT agrees to comply with:

- (a) Riverside County's COVID-19 Microbusiness Grant Program Framework (Exhibit C);
- (b) Budget (Exhibit B);
- (c) Executing Riverside County's COVID-19 Microbusiness Grant Program Agreement prior to funding individual grants and amendments thereto (Exhibit D);
- (d) Registration with SAM; and
- (e) All other applicable Federal, state and local laws, regulations, and policies, governing the funds provided under this Sub-agreement.

12.2 Insurance and Bonding. Evidence of Fidelity bond coverage for persons authorized to handle funds under the Sub-agreement in an amount sufficient to protect the interests of the State of California and the COUNTY's COVID-19 Microbusiness Grant Program shall be provided to the COUNTY on an annual basis. At a minimum, the amount of coverage shall be the greater of the maximum grant amount allowed by the Sub-agreement or 25% of the SUBRECIPIENT portfolio grant base. Such insurance coverage must exist always during the duration of the Sub-agreement.

13. Administrative Requirements

13.1 Accounting Standards. SUBRECIPIENT agrees to comply with and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

13.2 Cost Principles. SUBRECIPIENT will administer its program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or 2 CFR part 200, as applicable.

13.3 Access to Records and Retention. SUBRECIPIENT shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Sub-agreement and such books, documents and records as are necessary to certify the nature and extent of the SUBRECIPIENT's costs related

to this Sub-agreement. All such books, documents, and records pertinent to work undertaken under this Sub-agreement shall be retained by the SUBRECIPIENT for at least six (6) years following termination of this Sub-agreement and or after final audit of the COUNTY's COVID-19 Microbusiness Grant Program, whichever is later, unless a longer period is required to resolve audit findings or litigation. In such cases, the COUNTY will request a longer period of record retention. SUBRECIPIENT shall provide to the COUNTY reports and information related to this Sub-agreement as requested by COUNTY.

13.4 Audits and Inspections. All SUBRECIPIENT records with respect to any matters covered by this Sub-agreement will be made available to the COUNTY and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. SUBRECIPIENT hereby agrees:

- (a) Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Sub-agreement and may result in suspension or termination; and
- (b) To have an annual audit conducted in accordance with current COUNTY's policy concerning SUBRECIPIENT audits and OMB Circular A-133 or 2 CFR part 200, as applicable.

13.5 Use and Reversion of Assets. SUBRECIPIENT will transfer to the COUNTY any Grant funds, net of the SUBRECIPIENT fees, on hand and any accounts receivable attributable to the use of funds under this Sub-agreement at the time of cancellation, or termination.

13.6 Conduct. No Party has the authority to bind any other Party in contract or to incur any debts or obligations on behalf of any other Party, and no Party (including any employee or other representative of a Party with responsibility for program matters) shall take any action that attempts or purports to bind any other Party in contract or to incur any debts or obligations on behalf of any other Party, without the affected Party's prior written approval.

13.7 Conflict of Interest. SUBRECIPIENT hereby agrees:

- (a) That no member of the SUBRECIPIENT's governing body who exercises any functions or responsibilities in connection with the planning or carrying out of the COUNTY's COVID-19 Microbusiness Grant Program, will have any personal financial interest, direct or indirect, in this agreement; and the SUBRECIPIENT will take appropriate steps to assure compliance; and

-
- (b) To maintain a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the activities funded by this award.

14. Use By Other Political Entities

The SUBRECIPIENT agrees to extend the same pricing, terms, and conditions as stated in this Sub-agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the SUBRECIPIENT; and COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.

15. Non-Discrimination

SUBRECIPIENT shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Sub-agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

16. Confidentiality

16.1 The SUBRECIPIENT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Sub-agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of subrecipients, subcontractors or suppliers in advance of official announcement.

16.2 The SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Sub-agreement, except for general statistical information not identifying any person. The SUBRECIPIENT shall not use such information for any purpose other than carrying out the SUBRECIPIENT's obligations under this Sub-agreement. The SUBRECIPIENT shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The SUBRECIPIENT shall not disclose, except as otherwise specifically permitted by this Sub-agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than

the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Liaison

17.1 The Board of Supervisors or the Director of Office of Economic Development, or their designee(s), are the only authorized COUNTY representatives who may at any time, by written order, alter this Sub-agreement. The Director of Office of Economic Development, or designee, shall administer this Sub-agreement on behalf of the COUNTY.

17.2 Both Parties shall identify an individual to serve as the liaison with the other Party in connection with this Sub-agreement.

18. Notices

All correspondence and notices required or contemplated by this Sub-agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Office of Economic Development
3403 10th Street, Suite 400
Riverside, CA 92501
Attn: Suzanne Holland, Director

SUBRECIPIENT

Charitable Ventures
4041 MacArthur Blvd., Suite 510
Newport Beach, CA 92660
Attn: Anne Olin, President & CEO

19. Force Majeure

If either Party is unable to comply with any provision of this Sub-agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent SUBRECIPIENT(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Sub-agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to timely submit the data and/or certificates required may result in the contract being awarded to another SUBRECIPIENT. In the event a contract has been issued, failure of the SUBRECIPIENT to comply with all federal and state reporting

requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Sub-agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Sub-agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.

21.3 SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Sub-agreement shall in no way limit or circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the SUBRECIPIENT'S obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Sub-agreement. As respects to the

insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

22.2 Workers' Compensation:

If the SUBRECIPIENT has employees as defined by the State of California, the SUBRECIPIENT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

22.3 Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Sub-agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Sub-agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Sub-agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 Professional Liability:

SUBRECIPIENT shall maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's performance of work included within this Sub-agreement, with a limit of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. If SUBRECIPIENT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Sub-agreement and SUBRECIPIENT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Sub-

agreement; or 3) demonstrate through Certificates of Insurance that SUBRECIPIENT has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

22.6 General Insurance Provisions - All lines:

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The SUBRECIPIENT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000.00 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Sub-agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, SUBRECIPIENT's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Sub-agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. SUBRECIPIENT shall give thirty (30) days written notice to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Sub-agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

d) It is understood and agreed to by the parties hereto that the SUBRECIPIENT's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) If, during the term of this Sub-agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Sub-agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Sub-agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

f) SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Sub-agreement.

g) The insurance requirements contained in this Sub-agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

h) SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Sub-agreement.

23. General

23.1 SUBRECIPIENT shall not delegate or assign any interest in this Sub-agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and have no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Sub-agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Sub-agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Sub-agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Sub-agreement.

23.3 In the event the SUBRECIPIENT receives payment under this Sub-agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Sub-agreement, the SUBRECIPIENT shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the SUBRECIPIENT.

23.4 SUBRECIPIENT shall not provide partial delivery of services unless specifically stated in the Sub-agreement.

23.5 SUBRECIPIENT shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other Sub-agreement by which an interest is retained by a third party. The SUBRECIPIENT warrants that it has good title to all materials or products used by SUBRECIPIENT or provided to COUNTY pursuant to this Sub-agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Sub-agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Sub-agreement.

23.7 The COUNTY agrees to cooperate with the SUBRECIPIENT in the SUBRECIPIENT's performance under this Sub-agreement, including, if stated in the Sub-agreement, providing the SUBRECIPIENT with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 SUBRECIPIENT shall comply with all applicable Federal, State and local laws and regulations. SUBRECIPIENT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

23.9 SUBRECIPIENT shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. SUBRECIPIENT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Sub-agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Sub-agreement.

23.10 SUBRECIPIENT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Sub-agreement.

23.11 SUBRECIPIENT shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.12 This Sub-agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Sub-agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Sub-agreement is held by a court

of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.13 The Parties acknowledge and agree that SUBRECIPIENT is a private business providing emergency services at the request of the State of California and/or COUNTY under the California Emergency Services Act (California Government Code §§ 8550 *et seq.*) to address the COVID-19 pandemic emergency situation, and that the COUNTY is subject to certain immunities with respect thereto. COUNTY shall not be liable for any claim based upon the exercise or performance of, or the failure or exercise to perform, a discretionary function or duty on the part of the COUNTY or any employee of the COUNTY in carrying out its provisions.

23.14 This Sub-agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Sub-agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

23.15 SUBRECIPIENT hereby represents that the person executing this Sub-agreement on behalf of SUBRECIPIENT has full authority to do so and to bind SUBRECIPIENT to perform pursuant to the terms and conditions of this Sub-agreement.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Sub-agreement as of the date and year last written below.

COUNTY

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Dated: DEC 14 2021

SUBRECIPIENT

CHARITABLE VENTURES
California nonprofit public benefit corporation

By: A. Olin
Name: Anne Olin
Title: President & CEO

Dated: 11/9/2021

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Stephanie K. Nelson
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES
COUNTY OF RIVERSIDE
COVID-19 MICROBUSINESS GRANT PROGRAM

Background

The County of Riverside is strongly committed to serving its small business community. The County seeks to be a resource to its local business community by addressing the adverse impacts on microbusiness caused by the COVID-19 pandemic. The County desires to structure a program that promotes business sustainability, job retention, and the overall economic preservation of microbusinesses throughout the County. The intent of the funding is to provide relief to the hardest to reach microbusinesses and entrepreneurs. The County of Riverside's Office of Economic Development 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. Charitable Ventures, a nonprofit that is experienced working with cities and counties on delivering financial products to microbusinesses otherwise unable to obtain capital.

Charitable Ventures will perform the following Scope of Services for the County of Riverside to implement a rapid deployment microbusiness grant program to address the challenges faced by these enterprises located in the County:

1. Work with the County of Riverside Office of Economic Development to develop an online application and selection process with defined criteria for microbusiness grant award selection.
2. Launch a rapid deployment Application process for the grant program and a public link which will direct to an on-line application on Charitable Ventures' website. The landing page for the application will describe the program and invite eligible applicants to apply. All application responses will be securely stored, which will serve as a repository for all program documents and be available for County staff to view at any time.
3. Offer Applications in both English and Spanish for the Grant Program and use translation services to provide customer service support in other languages as required
4. Charitable Ventures will open a dedicated bank account with a commercial bank for the benefit of the County of Riverside, which will hold grant funds for deployment and from which grants to approved applicants will be disbursed.
5. Once grant inquiry applications are received, Charitable Ventures will determine the initial eligibility status of the business based on criteria set by the County of Riverside and Charitable Ventures.
6. Ineligible microbusiness grant applications will be notified of Ineligible status.
7. Microbusinesses eligible from the initial screening will be sent a full application, which will require uploaded documentation along with the Application, sufficient to determine that all criteria are met by the microbusiness.

8. Charitable Ventures will evaluate the documentation provided by the business and approve or decline the application based on information provided by the applicant and the criteria established for the program by the County of Riverside and Charitable Ventures.
9. Both declined and approved applicants with completed applications will be notified within 5 business days of the funding decision.
10. Approved applications will be remotely closed using Charitable Ventures' automated grant disbursement system. Charitable Ventures will ensure that acceptance of grant terms, signed W9 and ACH Bank Routing information is obtained from each Grantee.
11. Grants will be disbursed electronically through Charitable Ventures' commercial bank account directly into the business bank account of approved applicants.
12. Charitable Ventures will provide the services of dedicated staff members to assist applicants with inquiries, help troubleshoot technical issues and provide support in English, Spanish, and use translation services to provide customer service support in other languages as required.
13. Charitable Ventures will provide all necessary reports and documentation, including a wrap up report at the end of the grant period.

EXHIBIT B

BUDGET

COUNTY OF RIVERSIDE MICROBUSINESS GRANT PROGRAM

GRANT PROGRAM FUNDS	
Grant Amount	\$2,500
Number of Grants to be Disbursed	1,120
Total Dollar Amount of Grants to be Disbursed	\$2,800,000
Administrative Fee @ 8%	\$224,000
Total Grant Program Funds	\$3,093,964
EXPENDITURES	
Grant Funds Disbursed to Applicants	\$2,800,000
Administrative Fees @8%	\$224,000
Total Grant Program Fund Expenditures	\$3,093,964
FUNDS DISBURSEMENT	
Administrative Fee as Services are Preformed	\$224,000
1/3 of Allocation upon Execution of Sub-Agreement	\$933,333.33
1/3 When 75% of Initial Allocation is Exhausted	\$933,333.33
1/3 when 75% of Second Allocation is Exhausted	\$933,333.34
Total Funds Disbursed	\$3,093,964

**EXHIBIT C
RIVERSIDE COUNTY
COVID-19 MICROBUSINESS GRANT PROGRAM
FRAMEWORK**

Background

The County of Riverside (County) is strongly committed to serving its small business community. The County seeks to be a resource to its local business community by addressing the adverse impacts on small business caused by the COVID19 pandemic. With that goal in mind, Riverside County's Office of Economic Development has structured the Riverside County COVID-19 Microbusiness Grant Program (Grant Program). This Grant Program will promote business sustainability, job retention, and the overall economic preservation of microbusinesses throughout the County. To implement the Grant Program, Office of Economic Development has partnered with Charitable Ventures, a nonprofit headquartered in San Diego, California. Charitable Ventures has experience working with cities and counties on delivering financial products to small businesses otherwise unable to obtain capital. The partnership with Charitable Ventures will allow Office of Economic Development to implement the rapid deployment of a microbusiness grant program to address the challenges faced by these enterprises located in the County. Office of Economic Development and Charitable Ventures are committed to ensuring that there is an equitable distribution of grants made under this program throughout the entire county for benefit of our business community. The Grant Program processes and components are as follows:

Administration of Grant Program

1. Centralized Application Process – a weblink on the Office of Economic Development webpage at www.rivcobizhelp.org will lead potential grantees to the on-line application on Charitable Ventures' website.
2. The Charitable Ventures' website will be the centralized repository for all applications, grant agreements uploaded documents and the tracking database for all reporting required under the Grant Program.
3. The Charitable Ventures' landing page will describe Grant Program and provide online preliminary eligibility review.
4. Grantees will be required to upload supporting documentation and sign a Grant Program Agreement as part of the process to ensure funding is being used appropriately.
5. As part of reporting and tracking requirements, Charitable Ventures will submit reports detailing the number of grants provided along with the corresponding funding amount. A Final Report shall be provided no later than December 30, 2022.

Funding Allocation

The California Microbusiness COVID-19 Relief Grant Program (MBCRG) was enacted by Senate Bill No. 151 (Government Code 12100.90). These 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 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.

On October 11, 2021 CalOSBA released a Request for Proposal (RFP) for the MBCRG Program allocated \$3,093,964.00 in one-time grant funding to administer a microbusiness grant program to County. The MBCRG Program will award the funds to County to distribute \$2,500.00 grants to eligible

microbusinesses that have been impacted by COVID-19 and the associated health and safety restrictions. The intent of the funding is to provide relief to the hardest to reach microbusinesses and entrepreneurs. The County of Riverside Office of Economic Development 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 MBCRG Program provides \$2,800,000.00 for 1,120 grants County-wide and approximately \$293,964.00 for administrative costs associated with implementation and operations including \$224,000.00 for Charitable Ventures to administer the application process and funding the grants.

Grant Program Implementation

To implement the Grant Program, Office of Economic Development will:

1. Work with the Charitable Ventures, the SBA's Small Business Development Center, area Chambers of Commerce, and other small business support organizations in County to promote and market the program so that as many microbusiness owners as possible throughout the County know about the program and are able to apply, regardless of location.
2. Launch a rapid deployment application process for the grant program and a public link which will direct to an on-line application on Charitable Ventures' website. The landing page for the application will describe the program and invite eligible applicants to apply. It will also include a Frequently Asked Questions section and provide email for customer service to address any issues. All application responses will be securely stored by Charitable Ventures in an electronic repository for all program documents, and available for Office of Economic Development staff to view at any time.
3. Charitable Ventures will provide applications made available in both English and Spanish for the Grant Program and use translation services to provide customer service support in other languages as required.
4. Require Charitable Ventures to hold funds in a separate bank account with a commercial bank for the benefit of the County of Riverside, where all grant funds will be held for deployment and from which grants to approved applicants will be disbursed.
5. Have a process that grant inquiry applications are received, Charitable Ventures will determine the initial eligibility status of the business based on eligibility criteria set by the MBCRG criteria and County of Riverside Office of Economic Development staff.
6. Ensure all ineligible microbusiness grant applications will be notified of ineligible status by email.
7. Ensure that businesses eligible from the initial screening will be sent a full application, which will require uploading documentation sufficient to determine that all criteria are met by the business.
8. Ensure Charitable Ventures will evaluate the documentation provided by the business and approve or decline the application based on information provided by the applicant and the criteria established for the program by Office of Economic Development staff. Documentation is intended to meet MBCRG Program requirements and validate applicant's responses to mitigate risk and fraud, and verify adverse impacts caused directly by the pandemic. Charitable Ventures will also verify County business location

and supervisorial district via Esri Web Map produced by County Office of Economic Development's Center for Demographics.

9. Require that both declined and approved applicants with completed applications will be notified within 5 business days of the funding decision.

10. Approve applications and have them remotely closed using Charitable Ventures' automated grant disbursement system. Documentation will include obtaining signed copies of the Microbusiness Grant Agreement, a W9, ACH electronic funds transfer information, government issued photo identification (state, domestic, or foreign), and documentation that includes microbusiness owner's name that matches microbusiness.

11. Require that grants will be disbursed electronically via ACH through a dedicated commercial bank account directly into the business bank account of approved applicants.

12. Require as part of Charitable Ventures services, that a dedicated staff member be provided to advise and support applicants who have questions or issues with the application process.

13. Require Charitable Ventures to provide all necessary reports and documentation, including a progress reports and a Final Report at the end of the grant period. All grant documentation and tracking will be available in real time at all times to Office of Economic Development staff through the Charitable Ventures' application and data system.

Grant Terms

- Applications accepted beginning in late January 2022
- Grant amount is \$2,500.00 for all qualified microbusinesses
- Grant funds are not available to businesses that have accessed California Small Business COVID-19 Relief Grant Program.

Eligible Use of Funds

- The purchase of 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.
- 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.

Eligible Business Types

- For-Profit Microbusinesses with less than \$50,000.00 in revenues in the 2019 taxable year
- Microbusiness must be located in Riverside County
- Microbusiness is currently active and operating or has clear plan to reopen when the state permits reopening of businesses.
- Microbusiness was significantly impacted by COVID-19 pandemic.
- Microbusinesses with fewer than five (5) employees including sole proprietorships and independent contractors in the 2019 and 2020 taxable years.
- Must have been in operation prior to December 31, 2019

Ineligible Business Types

- Businesses that have received the California Small Business COVID-19 Relief Grant Program
- Non-Profit or public entities
- Residential or real estate projects including short-term rental operators
- A passive business, investment company or investor who files a Schedule E on its tax returns
- A speculative business, meaning a business for the sole purpose of purchasing and holding an item until the market price increases or other business principally engaged in risky activity for the chance of an unusually large profit
- A business engaged in any activity that is illegal under federal, state or local law;
- A business that restricts patronage for any reason other than capacity, specifically any business that illegally discriminates patronage
- Casinos/gambling establishments
- Adult-entertainment related businesses
- Cannabis/Cannabis-related

EXHIBIT D
COUNTY OF RIVERSIDE
MICROBUSINESS COVID-19 RELIEF
GRANT PROGRAM AGREEMENT
(BUSINESS NAME)

This **MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM AGREEMENT** ("**Agreement**") is between the COUNTY OF RIVERSIDE, a political subdivision of the State of California through its Office of Economic Development ("**County**"); CHARITABLE VENTURES, a California nonprofit public benefit corporation ("**Charitable Ventures**"); and [Business Name], a business licensed to operate and located within the COUNTY OF RIVERSIDE ("**Business**").

1. Overview

(a) Purpose: The County of Riverside Microbusiness COVID-19 Relief Grant Program ("**Grant Program**") provides financial assistance to County-based microbusinesses impacted by the COVID-19 pandemic.

(b) Program Funding: The County Board of Supervisors have agreed, subject to appropriation, and pursuant to the California Microbusiness COVID-19 Relief Grant Program administered by the California Office of the Small Business Advocate ("CalOSBA") within the Governor's Office of Business and Economic Development ("GO-Biz") to utilize funds received for the Grant Program.

(c) Grant Amount: Pursuant to this Agreement, the County, through Charitable Ventures, will disburse \$2,500.00 to the Business ("**Grant**").

(d) Grant Use: The Grant must be used for eligible uses under Section 3(h) of this Agreement. No other use of funds is allowed by the Business.

(e) Single Application: Business attests that it is only applying for one grant per business entity and operating location. The Business, including its ownership team, is prohibited from applying more than once.

(f) Grant Disbursement: Charitable Ventures will disburse the Grant to the Business within thirty (30) business days after all of the following have been completed: (1) all parties have signed this Agreement, and (2) the Business has submitted the required application, financial, and disbursement forms and documents for the Grant Program.

(g) Grant Term: This Agreement will take effect on the Execution Date and terminate on December 31, 2022 ("**Grant Term**").

(h) Charitable Ventures Liaison: The Business will be assigned an individual at Charitable Ventures who will serve as a primary point of contact for questions and will connect the Business to resources during the Grant Term.

(i) Final Report:

(i) If County determines that a Final Report is required, the Business must provide the County with a Final Report on the operational status of the Business, the number of current employees, and an accounting of the use of the Grant as of October 31, 2022. The County will provide an online reporting template by October 1, 2022. The Business must either complete the online template, send via email, or mail a paper copy of the completed template to the following address by the Reporting Deadline:

OFFICE OF ECONOMIC DEVELOPMENT

3403 10th Street, 4th floor

Riverside, CA 92501

Attn: Business Services Team

BizInfo@rivco.org

(ii) As an attachment to the Final Report, the Business must provide documentation of its reported Grant use, such as expense receipts and payroll filings for the periods covering the Effective Date through October 1, 2022.

(j) Repayment of Grant Funds:

(i) If the Business does not use the Grant as required by Section 3(h), then the Business must repay the \$2,500.00 to the County by December 15, 2022

(ii) If the Business ceases operations before the end of the Grant Term, the Business must notify the Office of Economic Development Liaison immediately and must complete the Final Report and repay any unused portion of the Grant to the County within thirty (30) days of business closure.

2. General Provisions

(a) Notices, Demands, and Communications between the Parties: Formal notices, demands, and communications between the Parties shall be given by (i) personal service; (ii) reputable document delivery service, such as Federal Express, with a receipt showing date and time of delivery; or (iii) certified or first-class United States mail, postage prepaid, with a receipt showing date and time of delivery.

To the County: Office of Economic Development
3403 10th Street, 4th floor
Riverside, CA 92501
Attn: Business Services Team
Email: BizInfo@rivco.org

With Copies to: County of Riverside
Office of County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501

Attn: Deputy County Counsel

To the Business: Business Name
Address Line One
Address Line Two
Attn: Main Point of Contact
Email:

To Charitable Ventures: Charitable Ventures
1505 E. 17th Street, Ste 101
Santa Ana, CA 92705
Attn: Anne Olin
Email: info@charitableventuresoc.org

Written notices, demands, and communications shall be sent in the same manner to other addresses that any party designates in writing.

(b) Entire Agreement and Amendments: This Agreement constitutes the entire agreement among the parties as to the Grant and may not be amended or modified, except in writing signed by each of the parties. The Business may not assign or transfer its rights and interests in this Agreement to any other person, business or entity.

(c) No Third-Party Beneficiaries: This Agreement is not intended to create any rights or benefits for a person or entity who is not a party, whether as a third-party beneficiary or otherwise.

(d) Governing Laws and Venue: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(e) Severability: If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the other provisions will remain in force to the extent practicable and taking into consideration the purposes of this Agreement.

(f) Interpretation: The terms of this Agreement shall be construed in accordance with the meaning of the language used and not for or against any Party by reason of the authorship or any other rule of construction that might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.

(g) Determinations and Disbursements:

(i) Any determination by the Director of Office of Economic Development, or designee of fulfillment or non-fulfillment of the terms of this Agreement by the Business shall be binding on the COUNTY. The COUNTY may request such determinations by the Director of Office of Economic Development as necessary.

(ii) The COUNTY shall have no responsibility to disburse any funds beyond the amount that the COUNTY has received from the California Microbusiness COVID-19 Relief Grant Program Funds or has itself contributed for the purpose of the Grant Program.

(h) Non-Liability of Officials, Employees, and Agents: No member, official, employee, or agent of the COUNTY or of the Office of Economic Development shall be personally liable to the Business in the event of any default or breach by the County Board or by the COUNTY or for any amount that may become due to the Business or its successors or assigns under the terms of this Agreement.

(i) Attorney's Fees: Each Party shall pay its own attorney's fees.

(j) Business Day Convention: If the date of any required action falls upon a weekend day or a holiday when the County is not open for business, the required action may be deferred to the next business day.

(k) Force Majeure: No Party will be held responsible for failing perform its responsibilities under this Agreement if the failure results from any act of nature or other cause that is beyond the reasonable control of the Party and that makes performance impossible or illegal.

(l) Confidentiality: Unless otherwise required by applicable law or regulation, the County and Charitable Ventures will use best efforts to keep all reports and other information submitted by the Business confidential and will not make such information available publicly or as part of any Freedom of Information Act request, except that the County (i) will include a list of all businesses that received Grants and the individual Grant amounts and (ii) may report to the County Board of Supervisors the Business's reported information concerning the operational status of the Business and aggregate data on jobs, tax and revenue data of all businesses that received Grants. The County will destroy records that the Business submits to the County pursuant to this Agreement five years from the date of submission.

(m) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. A facsimile, .pdf copy or other electronic signature (e.g., docusign) of this Agreement, when signed in compliance with this Section, is an enforceable, original agreement for all purposes.

(n) Dispute Resolution: In the event that an issue regarding or arising under this Agreement cannot be resolved by the parties, the issue will be brought to the Director of Office of Economic Development, or designee for final decision.

(o) Non-Discrimination: The Business will not discriminate against any individual with regard to employment or participation or in any other manner for reasons of race, color, religion, gender or gender identification, sexual identity, pregnancy, childbirth or related medical conditions, national origin, age, marital status, disability or any other characteristic that is protected by local, state or federal law.

(p) Administration: The Board of Supervisors or the Director of Office of Economic Development, or their designee(s), are the only authorized County representatives who may at any time, by written order, alter this Agreement. The Director of Office of Economic Development, or designee, shall administer this Agreement on behalf of the County.

3. Additional Covenants, Representations, and Warranties.

As a condition to receiving this Grant Award and the underlying Grant Funds, Business agrees and/or certifies, as applicable, to all of the below under penalty of perjury (**please initial next to each of the following**):

____ (a) The undersigned signatory is a duly authorized representative of Business and has full authority to make the certifications referenced herein on Business's behalf.

____ (b) Business represents, warrants and agrees that (i) Business has the full authority to enter into this Agreement, (ii) that the execution, delivery, and performance of this Agreement does not violate any law, order, regulation or agreement to which Business is a party or subject, and (iii) upon execution by or on behalf of Business, this Agreement will constitute a legal and binding agreement of Business.

____ (c) Business acknowledges and agrees that the County reserves the right to demand the return of all or any portion of the Grant Funds if the County determines that any of the terms of this Agreement are violated or any of the certifications in either the Program application or in this Agreement are determined to be false or not adhered to.

____ (d) Business acknowledges and agrees that it will reasonably cooperate and provide such information as is requested by County or its designee in accordance with the terms of this Agreement, which may include, without limitation, information regarding Business's business activities and/or financial information, including, without limitation, for the purpose of conducting a Program compliance review of this Grant.

____ (e) Business acknowledges that the County or its authorized designees may publicly release information regarding this Grant Award, including but not limited to, Business's name, address, business activities, owner(s) information, and Grant amount. Business hereby authorizes County and its authorized designees to make such public statements regarding Business for purposes of the foregoing. Business acknowledges that County is subject to the California Public Records Act and any information within its custody and/or control may be subject to disclosure.

____ (f) Business represents, warrants and self-certifies that Business meets all of the eligibility requirements for this Grant Award, including but not limited to:

(i) The microbusiness began its operation prior to December 31, 2019.

(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.

(iv) The microbusiness had less than fifty thousand dollars (\$50,000.00) in revenues in the 2019 taxable year.

(v) The microbusiness currently has fewer than five (5) full-time equivalent employees and had fewer than five (5) full-time equivalent employees in the 2019 and 2020 taxable years.

(vi) The microbusiness is not a business excluded from participation as specified in Section 3 (k) of this Agreement.

_____ (g) Business represents, warrants and self-certifies it operates in the County of Riverside, California and, subject to the certification made in Section 3 (f), above, is presently operating in the State of California.

_____ (h) Business represents, warrants and self-certifies the Grant Funds will be used only to cover one or more of the following costs and/or expenses of Business:

(i) The purchase of new certified equipment including, but not limited to, a cart.

(ii) Investment in working capital.

(iii) Application for, or renewal of, a local permit including, but not limited to, a permit to operate as a sidewalk vendor.

(iv) Payment of business debt accrued due to the COVID-19 pandemic.

(v) 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.

_____ (j) Business represents, warrants, and self-certifies that no portion of the Grant Funds will be used for any purposes other than those listed in Section 3 (h) above. Specifically, no portion will be used for the following costs and/or expenses (collectively, "Excluded Expenses"): (i) human resource expenses for the State share of Medicaid; (ii) employee bonuses or severance pay; (iii) tax payments; (iv) legal settlements; (v) personal expenses or other expenses unrelated to COVID-19 impacts; (vi) expenses for repairs from damage covered by applicable insurance; or (vii) reimbursement to donors for donated items or services. Business acknowledges and agrees that if all or any portion of the Grant Funds are used for any

unauthorized purposes, the County of Riverside may hold the undersigned, Business and/or any other owner thereof legally liable, including, but not limited to liability for possible charges of fraud.

____ (k) Business represents, warrants, and self-certifies that Business is not one or more of the following types of businesses deemed ineligible to receive a grant under the Program:

(i) Businesses without a physical presence in the County of Riverside, California and not headquartered in the County of Riverside, California;

(ii) Nonprofit business, whether or not registered as a 501(c)(3), 501(c)(6), or 501(c)(19);

(iii) Business primarily engaged in political or lobbying activities, regardless of whether the entity is registered as a 501(c)(3), 501(c)(6), or 501(c)(19);

(iv) A government entity (other than an entity owned and/or operated by a Native American tribe) or elected official office;

(v) A passive business, investment company or investor who files a Schedule E on its tax returns;

(vi) A financial institution or business primarily engaged in the business of lending, such as a bank, finance company or factoring company;

(vii) A business engaged in any activity that is illegal under federal, state or local law;

(viii) A business of a prurient sexual nature, including a business which presents live performances of a prurient sexual nature or a business which derives directly or indirectly revenue through the sale of products or services, or the presentation of any depictions or displays, of a prurient sexual nature;

(ix) A business engaged in any socially undesirable activity or activity that may be considered predatory in nature such as rent-to-own businesses or check cashing businesses;

(x) A business that restricts patronage for any reason other than capacity, specifically any business that illegally discriminates patronage;

(xi) A speculative business, meaning a business for the sole purpose of purchasing and holding an item until the market price increases or other business principally engaged in risky activity for the chance of an unusually large profit;

(xii) A business that is affiliated (as such term is defined in 13 C.F.R. § 121.103) with another Program applicant; or

(xiii) A business, franchise or location of which the majority owner of Business has already applied for and received a grant under the California Small Business COVID-19 Relief Grant Program.

____ (l) Business acknowledges and agrees that no owner of greater than 10% of the equity interest in Business: (i) has within the prior three (3) years been convicted of or had a civil judgment rendered against such owner, or has had commenced any form of parole or probation (including probation before judgment), for (A) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (B) violation of federal or state anti-trust or procurement statutes, or (C) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or (ii) is presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in l(i) of this subparagraph.

____ (m) Business represents, warrants, and self-certifies that its Owner meets all of the following criteria:

(i) The business owner is the majority-owner and manager of the business.

(ii) The business owner's primary means of income in the 2019 taxable year was the qualified microbusiness for which it is applying.

(iii) The business owner did not receive a grant under the California Small Business COVID-19 Relief Grant Program.

(iv) The business owner will provide 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.

(2) A bank statement.

(3) A tax return.

(4) Trade account.

(5) Third-party verification.

____ (n) Business represents, warrants, and self-certifies it has not and will not apply for or receive any other grant through or under the Program. Further, no majority owner of Business has applied for or received, nor will any majority owner of Business apply for or receive, any other grant through or under the Program on behalf of any other business for which such person is also a majority owner. The undersigned hereby represents and warrants, that Business is the majority owner's business with the highest gross revenue. Business agrees that if a second

award is issued, then one or both awards will be voidable at the discretion of the County and/or its designees.

____ (o) Business acknowledges and agrees that, as a condition to receiving this Grant Award, Business will use its reasonable best efforts to remain in compliance with all relevant laws, orders, regulations and guidance related to COVID-19 health and safety restrictions and business closures during the period of all such state, county, and locally mandated health and safety restrictions and business closures, and any and all subsequent renewals, thereof and the failure to do so constitutes a material breach of the Grant Award. The foregoing includes, but is not limited to, (i) California Blueprint for a Safer Economy, and (ii) any other orders by the Governor, including without limitation, the Regional Stay Home Order dated December 3, 2020 and any modifications, supplements or renewals thereof, and/or (iii) orders by any other State, applicable county, or local officials empowered to act during the COVID-19 emergency and not in conflict with any orders by the Governor.

____ (p) Business acknowledges that Charitable Ventures, as the designated Intermediary to disburse the funds under the Program, has confirmed Business's eligibility for the Program and the Grant Award amount based, in part, on the tax and other documents provided by Business, and that County, CalOSBA and GO-Biz has relied on such confirmation and tax and other documents in making a Grant Award to Business. Business further affirms that the tax return information provided in connection with the Program is identical to the tax return information submitted to the Internal Revenue Service. Business understands, acknowledges and agrees that Charitable Ventures, as the County's Intermediary to disburse funds under the Program and County and its authorized representatives, including without limitation CalOSBA and GO-Biz, may share such tax information with local, state, and federal authorized representatives, including without limitation for the purpose of compliance with federal, state, or local laws and regulations.

____ (q) Business acknowledges that County is relying on these certifications and the certifications submitted by Business in its application for the Program that certified the use of funds, business eligibility, owner information, and financial information for both the Business's business and the business owner(s). Business makes these certifications in good faith, taking into account the Business's business activity.

____ (r) Business certifies and agrees: (i) that all the representations, warranties, certifications, and acknowledgements contained in this Agreement are true and correct; and (ii) to comply with all the requirements of this Agreement. In the event the County demands the return of all or any portion of the Grant Funds received by Business, Business will be responsible for all the costs and expenses incurred by County with respect to the collection of the return of such grant funds.

____ (s) Business acknowledges and agrees for a need to avoid conflicts of interest and therefore Business self-certifies that the business owner is not an officer, director, trustee, partner, consultant or employee of the County of Riverside or Charitable Ventures or the

immediate family member of an officer, director, trustee, partner, consultant or employee of the County of Riverside or Charitable Ventures.

Business Self-Certifications

[BUSINESS NAME]

By: _____

[Name], [Title]

Date

COUNTY OF RIVERSIDE, CALIFORNIA

By: _____

Suzanne Holland, Director
Office of Economic Development

Date

Charitable Ventures

By: _____

Date