

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



ITEM: 3.38  
(ID # 18066)

**MEETING DATE:**

Tuesday, January 25, 2022

**FROM :** OFFICE OF ECONOMIC DEVELOPMENT:

**SUBJECT:** OFFICE OF ECONOMIC DEVELOPMENT: Accept Grant Award from the California Office of the Small Business Advocate for the California Microbusiness Covid-19 Relief Grant Program, Approve Agreement and Direct Auditor-Controller to Make Budget Adjustments for Grant Award. All Districts. [Total Program Funds: \$3,093,964, 100% CalOSBA grant funds]. (4/5 Vote)

**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. **Accept** the \$3,093,964.21 grant award from the California Office of the Small Business Advocate (CalOSBA) for the California Microbusiness Covid-19 Relief Grant Program (CMBRG);
3. **Approve** the attached California Microbusiness Covid-19 Relief Grant Program Agreement (Agreement) by and between the CalOSBA and the County of Riverside to administer the CMBRG Program with a term from January 21, 2022 and ending on December 30, 2022, in the amount of \$3,093,964.21;

Continued on page 2

**ACTION:4/5 Vote Required**

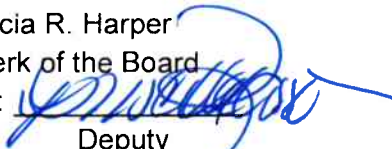
  
Suzanne Holland, Director of Office of Economic Development 1/5/2022

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez 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: January 25, 2022  
xc: O.E.D.

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

4. **Authorize** the Chairman of the Board of Supervisors to execute the attached Agreement;
5. **Approve** and direct the Auditor-Controller to make the budget adjustments in the attached Schedule A for acceptance of the grant award from the California Office of the Small Business Advocate (CalOSBA); and
6. **Authorize** the Director of the Office of Economic Development, or designee, to take any and all necessary steps to implement and administer the CMBRG Program, including, signing subsequent, necessary and related documents to complete this transaction, including but not limited to signing subsequent, necessary and relevant documents, and approve any non-substantive amendments to the Agreement, subject to approval as to form by County Counsel.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,250,000	\$ 1,843,964	\$ 3,093,964	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% State of California Office of Small Business Advocate Funds			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 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 be eligible, the County of Riverside (County) was required to submit an application to the State of California Office of the Small Business Advocate which contained specific information about potential program administration, implementation, and partnerships. No match is required for receipt of these funds. Grant program launch would occur upon receipt of funds and conclude by November 30, 2022, as required by the State.

On December 22, 2021, the California Office of the Small Business Advocate (CalOSBA) awarded Riverside County with \$3,093,964 for the California Microbusiness Covid-19 Relief Grant Program.

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

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 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.

Pursuant to CalOSBA Grant Program requirements, recipients of a grant must self-certify that funds will be used for, but not limited to, the purchase of new certified equipment; 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. Grant Program recipients 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](http://www.rivcobizhelp.org) website. Businesses will need to complete a grant application and provide documentation to ensure they comply with program requirements.

On December 14, 2021 (Agenda Item 3.38), the Board of Supervisors approved an agreement with Charitable Ventures (CV), a nonprofit, public benefit corporation experienced in operating grant programs and supporting small, non-profit businesses, to act as the County's Fiscal Agent. Charitable Ventures has 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 to create 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 will collect applications and required documents 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

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

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 1,120 grants, \$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 CMBRG 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 (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 the Office of Economic Development staff with the County Clerk upon approval of the Grant Program.

The Office of Economic Development recommends that the Board accept the \$3,093,964 in grant funds from the California Office of the Small Business Advocate (CalOSBA) for the California Microbusiness Covid-19 Relief Grant Program, and approve and direct the Auditor-Controller to make the budget adjustments in the attached Schedule A.

**Impact on Residents and Businesses**

The 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 Grant Program and all administrative costs will be funded entirely by State of California (CalOSBA) funds and will not impact the County's General Fund.

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

**ATTACHMENTS:**

- Schedule A Budget Adjustment
- Grant Agreement # MBCRG2022-C13

SCHEDULE A  
Office of Economic Development  
Budget Adjustment  
Fiscal Year 2021/2022

Increase in Appropriations:

21100-1901000000-527980	Contracts	\$1,250,000
-------------------------	-----------	-------------

Increase in Revenues:

21100-1901000000-755180	CA-From Other St Govt Agencies	\$1,250,000
-------------------------	--------------------------------	-------------

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY

Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you



Grant Agreement # MBCRG2022-C13

- This Agreement is entered into between the State Agency and the Grant Recipient named below:  
STATE UNIT/AGENCY NAME  
CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT  
GRANT RECIPIENT NAME  
COUNTY OF RIVERSIDE
- The term of this Agreement is:  
January 21, 2022 through December 30, 2022
- The maximum grant amount for this Agreement is:  
\$3,093,964.21  
Three Million Ninety-Three Thousand Nine Hundred Sixty-Four Dollars and Twenty-One Cents
- The parties agree to comply with the terms and conditions of the following Agreement including exhibits which are by this reference made a part of this Agreement.

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

FORM APPROVED COUNTY COUNSEL  
BY: *Stephanie K. Nelson* 2/1/22 DATE  
STEPHANIE K. NELSON

GRANT RECIPIENT	
GRANT RECIPIENT'S NAME	
BY (Authorized Signature)	DATE SIGNED
<i>Jeff Hewitt</i>	JAN 25 2022
PRINTED NAME AND TITLE OF PERSON SIGNING	
JEFF HEWITT CHAIR, BOARD OF SUPERVISORS	
ADDRESS	
STATE OF CALIFORNIA	
STATE UNIT/AGENCY NAME	
CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT	
BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
Tara Lynn Gray, Director, California Office of the Small Business Advocate	
ADDRESS	
1325 J Street, Suite 1800, Sacramento, CA 95814	

ATTEST:  
*Kecia R. Harper*  
KECIA R. HARPER-Clerk  
DEPUTY

1 | Grant Agreement with the California Office of the Small Business Advocate

JAN 25 2022 3.38

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

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

- A. **WHEREAS**, CalOSBA is the sponsor and the manager of this award issued to the RECIPIENT under Agreement Number MBCRG2022-C13 ("Award");
- B. **WHEREAS**, CalOSBA desires to retain RECIPIENT to perform and/or manage services as described in the 2021 Program Announcement to administer the Program in RIVERSIDE county, assisting qualified microbusinesses that have been significantly impacted by the COVID-19 pandemic with grants in the amount of \$2,500 to each eligible microbusiness that is selected for an award;
- C. **WHEREAS**, RECIPIENT is an eligible grantmaking entity, defined for Round 1 of the Program Announcement as a county government that is able to receive State funds, has a demonstrated ability to deliver or partner with established platforms or networks of small business technical assistance providers and other trusted community messengers for fast and effective distribution of funds to COVID-impacted, disadvantaged communities, and underserved small business groups, has demonstrated capacity for regional/local implementation to ensure all regional geographies throughout the designated county can access the Program, has demonstrated experience with developing and managing grant and/or loan programs, and is able to meet all deadlines as outlined in Exhibit F, California Microbusiness Covid-19 Relief Grant Program Announcement ("Program Announcement");
- D. **WHEREAS**, "Eligible grantmaking entity" means a county, or if a county applicant is not available, a nonprofit or consortium of nonprofit community-based organizations, exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, with a mission that includes economic or business development support for California's underserved businesses and entrepreneurs;
- E. **WHEREAS**, all parties acknowledge that this AGREEMENT and the Award are only available to entities eligible for the California Microbusiness Covid-19 Relief Grant Program; as described in Exhibit F ("Program Announcement");



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

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

1. **Recitals.** The parties acknowledge and agree that the recitals are true and accurate and are hereby incorporated by reference into this AGREEMENT.
2. **Performance Metrics.** RECIPIENT shall be responsible for the results and progress described in the Scope of Work and Performance Metrics, which is attached and incorporated as Exhibit B.
3. **Term of Agreement.** The period of performance of this AGREEMENT shall be from January 21, 2022 – December 30, 2022.
4. **Compensation.** The RECIPIENT is entitled to up to \$3,093,964.21 (three million ninety-three thousand nine hundred sixty-four dollars and twenty-one cents) as shown in Exhibit D for the Term of this AGREEMENT.
5. **Delivery.** All materials, services, and/or deliverables required under this AGREEMENT must be completed and delivered to CalOSBA on or before December 30, 2022.
6. **Allowable Costs and Fees.** Allowable costs and fees eligible for reimbursement to the RECIPIENT for performance of this AGREEMENT must be in accordance with the Program Announcement and budget outlined in the AGREEMENT, including the attached exhibits.
7. **Third-party contracts.** RECIPIENT acknowledges that additional third-party contracts in which RECIPIENT seeks to enter, beyond the scope of the original approved budget, must be approved in writing by CalOSBA prior to execution.
8. **Knowledge and expertise.** RECIPIENT represents that it is knowledgeable in its field and that any services performed/and or managed by RECIPIENT will be performed in compliance with this AGREEMENT and any attachments thereto.
9. **Performance.** RECIPIENT acknowledges that failure to comply with this AGREEMENT may affect future funding opportunities from CalOSBA.
10. **Definitions**
  - A. “County” means one of the 58 California county jurisdictions.  
“Qualified microbusiness” means an entity that meets and self-certifies, under penalty of perjury, all of the following criteria:
    - i. Prior to December 31, 2019, the microbusiness began its operation and was legally operating since that time, including being registered with the California Secretary of State, if required.
    - ii. The microbusiness is currently active and operating, or has a clear plan to reopen when the state permits reopening of the business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

information to the extent an exemption is provided by law.

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

- 30. Notices.** Any notices required or permitted to be given under this AGREEMENT shall be given in writing and shall be delivered (a) in person, (b) by certified mail, (c) by facsimile with confirmed receipt required, (d) by electronic communication with confirmed receipt required, or (e) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as set forth below, or as the applicable party shall specify to the other party in writing.
- 31. Representation on Authority of Parties/Signatories.** Each person signing this AGREEMENT represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this AGREEMENT. Each Party represents and warrants to the other that the execution and delivery of the AGREEMENT and the performance of such Party's obligations hereunder have been duly authorized and that the AGREEMENT is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
- 32. Entire Agreement.** This AGREEMENT, including any referenced attachments, exhibits, appendices and references, constitutes the entire AGREEMENT and supersedes any other written or oral representations, statements negotiations, or agreements with respect to the Award described herein.
- 33. Contents and Order of Precedence.** Included in this AGREEMENT are the following exhibits and all exhibits are hereby incorporated by reference into this AGREEMENT:
- a. Exhibit A – California Office of the Small Business Advocate's Logo
  - b. Exhibit B – Scope of Work and Performance Metrics
  - c. Exhibit C - Partnership Agreements
  - d. Exhibit D – Budget Detail
  - e. Exhibit E – Letter of Designation
  - f. Exhibit F – Program Announcement

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



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

END EXHIBIT A



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

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



California Microbusiness COVID-19 Relief Grant Program

Grant Application Proposal

Submitted by: Riverside County Office of Economic Development

Suzanne Holland, Director

[sholland@rivco.org](mailto:sholland@rivco.org)

951.955.1219


Office of the Small Business Advocate

Governor's Office of Business and Economic Development

## Proposal

### SECTION I: Applicant Information

<b>Legal Name of Applicant:</b>	County of Riverside
<b>DBA (if applicable):</b>	Office of Economic Development
<b>Employer/Taxpayer Identification Number:</b>	95-6000930
<b>Organizational DUNS (if available):</b>	
<b>Mailing Address (and physical address if it is different):</b>	3403 10th Street, Suite 400
<b>Street 1:</b>	
<b>Street 2:</b>	
<b>City:</b>	Riverside
<b>County:</b>	Riverside
<b>State:</b>	California Only
<b>Zip Code:</b>	92501
<b>Name and Contact Information of person to be contacted regarding this application:</b>	
<b>First and Last Name:</b>	Suzanne Holland
<b>Title:</b>	Director
<b>Telephone Number:</b>	951-955-1219
<b>Email:</b>	sholland@rivco.org
<b>Website:</b>	www.rivcoed.org




---

 Signature of Contact (E-signature is acceptable)

 11/30/2021  


---

 Date

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

## **Section II: Narrative**

### **1. Applicant Experience/Past Performance**

From June-October 2020 the Riverside County Board of Supervisors approved \$50 million in Coronavirus Aid, Relief, and Economic Security Act (CARES) grant funding to aid small businesses enduring hardships due to the coronavirus pandemic and authorized the Riverside County Office of Economic Development (RivCoED) to manage the grant funding and its accompanying program. The COVID-19 Business Assistance Grant Program was available to small businesses in cities and unincorporated areas across Riverside County.

The program provided five thousand (5,000) individual businesses affected by closures and interruptions in response to COVID-19 with a \$10,000 grant. The RivCoED designed the COVID-19 Business Assistance Grant Program to provide direct assistance in an efficient and accessible manner to small and underserved businesses. In partnership with a non-profit organization, the grant program consisted of an online application form with loadable documentation, review and verification, and the convenience of direct deposit to grantees. The County RivCoED's staff canvassed business communities throughout the county with marketing collateral, distributed the program information to 25,000 department newsletter subscribers, shared program info through social media outlets, as well as distributed information to all city and chamber partners for dissemination. The COVID-19 Business Assistance Grant Program added to the department's experience and positively impacted and supported 5,000 businesses and 16,171 jobs. Additional department experience includes managing the ReStart Riverside County Small Business Microloan Program (ReStart) funded with revolving loan funds. This program is open throughout the year, as funds are available, to small, private, for-profit businesses with eligibility requirements. The ReStart Program has assisted 37 County businesses retain 94 jobs.

The RivCoED works strategically with community-based partners across the entire county in order to effectively reach the entire county's business community, including underserved business groups and disadvantaged socio-economic communities. The RivCoED's staff, located throughout the county, in its offices in southwest county, Coachella Valley and the northwest county region, will continue to work and partner collectively on outreach strategies for the Microbusiness COVID-19 Relief Grant Program (MBCRG), defined in the sections to follow. Having staff throughout the county has enabled our department to work closely and develop relationships with many local partners, allowing marketing and outreach efforts to be divided equitably throughout the county's five supervisorial districts. Department staff and local partners have local contacts and relationships in even the most remote destinations. Staff and partners are always prepared and able to provide bilingual support.

## **2. Proposed Program Design & Implementation**

Riverside County is strongly committed to serving its small business community. Thirty-two percent (32%) of businesses in the County are microbusinesses with less than five employees. Businesses with less than five employees are the highest percentage of businesses within the county. Riverside County seeks to be a resource to its local business community by addressing the adverse impacts on small business caused by the COVID19 pandemic. The MBCRG will promote business sustainability, job retention, and the overall economic preservation of microbusinesses throughout the county. To implement the MBCRG, the RivCoED has partnered with Charitable Ventures, who will be referred to throughout application as Fiscal Agent. Fiscal Agent has experience working with cities and counties on delivering financial products to small businesses otherwise unable to obtain capital. The partnership with Fiscal Agent will allow OED to implement the deployment of a microbusiness grant program to address the challenges faced by

these enterprises located in the county. RivCoED and Fiscal Agent are committed to ensuring there is an equitable distribution of grants made under this program throughout the entire county for benefit of our microbusiness community. Department Economic Development Manager/Supervising Program and Outreach Manager will continuously monitor all aspects of the Fiscal Agent agreement during the period of performance. The Grant Program processes and components are as follows:

#### Application, Awards Process, Grant Distribution and Fraud Waste & Abuse

In order to offer a centralized application process for the MBCRG, a weblink on the RivCoED webpage at [www.rivcobizhelp.org](http://www.rivcobizhelp.org) will lead potential grantees to the on-line application on Fiscal Agent's website. The Fiscal Agent's website will be the centralized repository for all applications, grant agreements, uploaded documents and the tracking database for all reporting required under the MBCRG. The Fiscal Agent's landing page will describe the MBCRG and provide online preliminary eligibility review. The landing page 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 Fiscal Agent in an electronic repository for all program documents, and available for RivCoED staff to view at any time.

English and Spanish make-up over ninety-three percent (93%) of the languages spoken at home for the population five years of age and older in Riverside County. Fiscal Agent will provide the application in English and Spanish and use translation services to provide customer service support in other languages as requested or needed.

MBCRG grantees will be required to upload supporting documentation and sign a program agreement as part of the process to ensure funding is being used appropriately (prevention of fraud, waste, and abuse). As part of the reporting and tracking requirements, the Fiscal Agent will submit

reports detailing the number of grants provided along with the corresponding funding amount. The Fiscal Agent will work closely with the RivCoED as each batch of preapproved applications are finalized. Financial partner will not fund any grants until RivCoED staff have also reviewed and approved the batch. The RivCoED will review all potential and eligible grantees to check for duplicates, and will crosscheck all batches by business address, business name and business owner's name. The RivCoED will verify the correct supervisorial district the microbusiness applicant is located within, prior to funding, so that an equitable number of grantees are approved in each district across the entire county.

The RivCoED will adhere to MBCRG program requirements related to the self-certifications, self-attestation, and validation of microbusiness eligibility status. The application process will screen applicants to make sure they meet the basic criteria. Once they have been determined to be within parameters of program eligibility, applicants will be provided access to an online portal to upload required documentation and sign a grant agreement.

To implement and distribute the MBCRG program information, RivCoED will work with the Fiscal Agent, Community Partners as well as all county Chambers of Commerce, and other small business support organizations to promote and market the program so that as many microbusiness owners as possible are aware of the program and able to apply, regardless of location. The RivCoED will require Fiscal Agent to hold funds in a separate bank account with a commercial bank for the benefit of the County of Riverside, from which grants to eligible and approved applicants will be disbursed. There will be a process so that as grant applications are received, Fiscal Agent will determine the initial eligibility status of the business based on eligibility criteria set by the MBCRG criteria and County of Riverside RivCoED staff, first-come, first-served, and equitably across all five county supervisorial districts. All ineligible microbusiness grant

applicants will be notified of ineligible status by email. Businesses eligible from the initial screening will proceed to a full application, which will require uploading documentation sufficient to determine that all criteria are met by the business. Fiscal Agent 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 RivCoED staff. Documentation is intended to meet MBCRG requirements and validate applicant's responses to mitigate risk and fraud, and verify adverse impacts caused directly by the pandemic. Fiscal Agent will also verify County business location and supervisorial district via Esri Web Map produced by the County RivCoED. Declined and approved applicants, with completed applications, will be notified within 5 business days of the funding decision. Approved applications will be remotely closed using Fiscal Agent's automated grant disbursement system. Applicant will be required to submit documentation which includes signed copies of the Microbusiness Grant Agreement, a W-9, ACH electronic funds transfer information, government issued photo identification (state, domestic, or foreign), and documentation that includes microbusiness owner's name that matches microbusiness. Grants will be disbursed electronically via ACH through a dedicated commercial bank account directly into the business bank account of approved applicants. As part of Fiscal Agent services, a dedicated staff member will be provided to advise and support applicants who have questions or issues with the application process. Fiscal Agent to provide all necessary reports and documentation, including progress reports and a Final Report at the end of the grant period. All grant documentation and tracking will be available in real time to RivCoED staff through the Fiscal Agent's application and data system.

Detailed Outreach and Marketing Plan



The five community-based Outreach Partners, further outlined to follow, along with County RivCoED staff, will conduct outreach to hard-to-reach populations within the county. Marketing materials will be created and distributed in English and Spanish. The following methods will be conducted as part of the following Outreach and Marketing Plan:

**In-Person/Direct Marketing**

In-person delivery of English and Spanish flyers at street vending locations will take place between the hours of 7AM and 5PM, Monday through Friday, in key areas where vendors operate, including parks, open lots, near swap meets and mechanic shops.

**Newsletter, Social Media and Media Outreach**

OED and community-based Outreach Partners will distribute weekly newsletters to over 75,000 subscribers collectively as well as post weekly, in English and Spanish, on social media platforms to include Facebook, Twitter, Instagram and LinkedIn. Newsletter and social media content (to include marketing graphics and literature) will be shared with all community, city and chamber partners at least twice a month, countywide. The County and Outreach Partners have relationships with local English and traditional Spanish (Spanish only) media outlets, including radio, online, TV, and print, which will be targeted to publicize the grant opportunity via Public Service Announcements. Outreach Partners also have committed to stream information online, to include YouTube, Podcast channels and other platforms.

**3. Strategic Partnership Plan**

- a. For grant funds received for the MBCRG, the OED will outreach through all the methods shared in the paragraphs above as well as work with the community-based Outreach Partners, outlined in section 3.b.i.iv. Below, across all corners of Riverside County to make sure underserved small business groups and disadvantaged socio-economic communities

are reached in all communities. In addition to the community-based Outreach partners listed above and below, the RivCoED will work with and share regular information to all city and chamber partners as well as other partners, to include but not limited to: Inland Empire Small Business Development Center (SBDC), Inland Empire Women's Center, Coachella Valley Business Center, SCORE Mentors Inland Empire and Coachella Valley, Community Action Partnerships of Riverside County, Microenterprise Collaborative of Inland Southern California and Inland Empire Community Foundation.

- b. The RivCoED will leverage its relationships with community-based Outreach Partners for maximum MBCRG program exposure to underserved small business groups. The community-based partners that have active partnership agreements with RivCoED include:
  - i. **Asociación de Emprendedor@s** has coached and promoted the development of leadership and business skills in serving women, underserved small business groups and disadvantaged socio-economic communities as well as limited-English speaking clients in the Hispanic community, with emphasis on the microbusiness community, in Southern California and across Riverside County. The program has seen more than 730 participants graduate, whom around 60% had started and or complied with all the legal requirements to open a business. Of these graduates, 52 are street vendors.
  - ii. **Coachella Valley SBDC** offers no cost, business consulting, training and other resources in a variety of areas from startup assistance to existing business owners. The Coachella Valley SBDC provides its services all the way to the City of Blythe, at the Arizona border, and throughout Riverside County. The Coachella Valley SBDC works to assist underserved small business groups and disadvantaged socio-

economic communities as well as limited-English speaking clients with its English and Spanish bilingual team. The CVSBDC services are designed to assist small businesses in solving problems and fostering small business growth, expansion, innovation, productivity, and management improvement.

- iii. **Get In Motion Entrepreneurs** a nonprofit organization whose purpose is to create a new generation of Latino Leaders to create sustainable communities. They work to educate and provide business tools and resources for the development of entrepreneurs and small business owners in the greater Coachella Valley region of Riverside County, and ultimately streaming online including YouTube and Podcast channels which reach well past the Coachella Valley. With years of experience in education and outreach particularly with the Latino community, Get In Motion works with highly underserved small business populations in the language of their preference: Spanish.
- iv. **Microenterprise Collaborative of Inland Southern California** is an organization whose purpose is to create and grow sustainable small businesses and job development by supporting microbusiness development agencies. Microenterprise Collaborative of Inland Southern California works closely with 700 partners and stakeholders, to include: banks, chambers, business associations, nonprofits, universities and colleges, microlenders, and many more. MicroEnterprise of Inland Southern California provides public education events, fostered collaboration, and have built additional capacity of service providers to meet growing demand which has resulted in hundreds of local small business owners acquiring loan capital to grow their business.

- v. **Small Business Majority** has focused on supporting small business owners that represent communities of color, recognizing the importance of providing resources for these businesses to grow and thrive. Their small business network in Riverside County is primarily two-thirds women and BIPOC entrepreneurs. With their deep connections within the small business community along with their industry research they are able to educate the public about key issues impacting America's entrepreneurs, with a special focus on advancing the smallest businesses and those facing systemic inequalities.

**4. Program Implementation Schedule:**

The County of Riverside and its Fiscal Agent have both administered a significant amount of relief funding in the past two years, from both private, public and federal sources of revenue. For the purposes of the MBCRG the following milestones will be put into effect to ensure complete disbursement of funds by November 30, 2022.

a. Program Planning and Set Up- December 2021

- i. In December 2021, upon acknowledgement of awarded contract, the partners will detail the program framework, including process elements, eligibility screening, quality control protocols, and disbursement mechanisms. To ensure the fastest disbursement pace, and for security purposes, awards will be delivered via an electronic funds transfer process that includes multi factor authentication and dual control approval protocols.
- ii. In December 2021, Fiscal Agent will build out the customized online portal to support application submittals and collection of required documents, providing both English and Spanish translation. Web portal environment are secured by

state-of-the-art firewalls and server monitoring systems that provide industry leading protection against malware, viruses, DDoS attacks and other malicious activity. Additionally, data transmission is fully encrypted through current SSL standards.

- iii. December 2021, RivCoED will begin development of all marketing materials to use for outreach with partners including radio and print ad content and flyers that will be used in email and through other distribution channels.

b. Launch- January/February 2022

- i. RivCoED will launch marketing and outreach campaign, alongside community-based Outreach Partners.
- ii. Working with County, Fiscal Agent will launch the online portal in tandem with the communication plan and beginning of outreach and marketing efforts by County partners.
- iii. In late January 2022, Fiscal Agent will begin to process applications for eligibility.
- iv. Staff will be assigned to provide technical assistance to applicants in process, and to streamline eligibility screening.
- v. Fiscal Agent will prepare bi-weekly ETF batches for disbursement upon approval of validated applicants by County
- vi. Launch of the portal is anticipated to occur by mid-January or early February 2022 with first grant disbursements beginning February 2022

c. Continued Disbursements- February-November 2022

- i. First grant awards will be provided on first come basis, but anticipate that applications from certain regions of the county will be greater than others

- ii. As more funds are disbursed, Fiscal Agent will closely watch allocation of grant awards by County district, to ensure equity in allocation across the county. This will add a layer of administration and tracking, as some district applicants will need to be wait-listed until such time as other districts have received their fair share.
- iii. In the event that the funds cannot be fully dispersed, a full accounting of completed disbursements will be provided and unused funds returned to the state, per the terms of the contract.

**5. Program Management/Staffing Plan:**

- a. The RivCoED Staff that will work on the MBCRG Program are below:
  - i. Suzanne Holland, Program Director - Over twenty-five years of executive management experience with direct oversight over the former County Economic Development Agency's finance department. Now, as Director of RivCoED she leads a department that serves all businesses and communities throughout Riverside County. A \$118M complex community and economic development department utilizing federal, state and local resources innovatively to attract and retain businesses and develop sustainable programming to benefit the region, including grant and microloan programs. Suzanne previously managed the Community Development Block Grant program for Riverside County which provides annual grants to develop urban communities by providing housing to low- and moderate-income residents.
  - ii. Amber Jacobson, Program Assistant Director - Assistant Director for RivCoED. Amber has vast knowledge and over twenty years of comprehensive experience working with and managing contracts, creating, analyzing, and monitoring budgets and programs,

setting up special tax assessments, tax roll management and other fiscal oversight. She is responsible for overseeing an annual operating budget of \$118M as well as implementing a robust post COVID economic recovery plan for the County of Riverside.

- iii. Robert Moran, Program Deputy Director - has worked with the business community for over twenty-five years as County Economic Development Manager and now Deputy Director. Over his many years with the County, Rob has succeeded in the implementation and management of County grant and microloan programs, as well as built many relationships with key community partners and stakeholders across the county.
- iv. Joaquin Tijerina, Supervising Program & Outreach Manager - has over 25 years of economic development and grant management experience, working closely with underserved small business groups, and will assist in collaboration with Outreach Partners to market MBCRG Program and Fiscal Agent liaison.
- v. Kimberly Wright, Supervising Program & Outreach Manager - over 23 years of experience working with county programs to include grant and microloan programs. Kimberly has worked with microbusiness and all business communities, to include low-to-moderate income communities, community and city partners, and will be instrumental in collaborating on MBCRG program and outreach efforts.

Fiscal Agent leadership team bios:

- i. Anne Olin, President & CEO/Founder - Previously of social impact firm The Olin Group, Anne has served twenty years focusing on fiscal incubation, grants

management, philanthropic services, strategic planning and regional collaborations to effect positive social change.

- ii. Ted Kim, Chief Financial Officer – Ted oversees the organizations financial functions, administrative operations, human resources and risk management, and has a long career helping financial institutions develop merger and acquisition strategies, navigate compliance environments and implement digital strategies.
- iii. Jin Sim, Director of Finance – Jin is an experienced CPA and has an extensive background in product marketing. Jin manages the accounting department that oversees the financial books for more than 40 nonprofit initiatives. She is responsible for the organization’s annual budget of over \$25M and oversees all financial compliance on grants and contracts.
- iv. Amy Klein, Director of Programs and Development – Amy provides the projects and initiatives on the Charitable Ventures platform with training, consulting, advisory services and strategic planning. She leads a team of growing Program Specialists and Coordinators who provide account management, grants administration, and other supports to projects.
- v. Jennings McCarthy, Controller – Jennings leads the finance and accounting team, ensuring controls and compliance, and has more than 26 years’ experience in accounting and purchasing.

#### **6. Budget and Financial Management System**

- a. The MBCRG will allow awarded funds to be distributed by County in the amount of \$2,500 grants to eligible microbusinesses that have been impacted by COVID-19 and the associated health and safety restrictions. The MBCRG will provide \$2,800,000 for 1,120 grants countywide and



\$293,964.21 will be dedicated for administrative costs associated with implementation and operations, including \$224,000.00 for Fiscal Agent to administer the application process and funding the grants. The balance of allocated award of \$69,964.21 will be used for internal administrative costs by the RivCoED.

b. RivCoED and Fiscal Agent's operational policies require segregation of duties across the accounting department and their larger organization, ensuring separation between program expense approvals and accounting staff charged with processing transactions. Within the Fiscal Agent's accounting department there are numerous controls points from initial recording of transactions by Staff Accountants to Sr. Accountant review, and finally the review by Fiscal Agent's Controller and/or Director of Finance before scheduling fund disbursement. At that point fund disbursement approval protocols are launched requiring multifactor authentication approval measures and a final review of batch disbursement. Fiscal Agent's general disbursement protocols require that approval of check and electronic distribution of funds are restricted to key personnel. Standard control practices include but are not limited to monthly reconciliation of general ledgers against bank statements, dual control journal entry protocols and a centralized treasury function for approval of cash disbursements. Access to Fiscal Agent's accounting systems and data is restricted to authorized accounting staff and both multi-factor and rights managed controls are exercised restricting accounting staff access to only function necessary data and transaction rights. Electronic distribution of funds is tightly regulated through additional multi factor controls including access codes that change every 30 seconds.

RivCoED manages its revenues and expenditures through the County Office of the Auditor-Controller, as well as utilizing a Fund Accounting software in the department. Expenditures and revenues are reconciled monthly. The department's financials and internal controls are audited to

ensure compliance by the Internal Audits division of the ACO. The Fund Accounting system allows the flexibility to post and monitor transactions by fund, department ID, Unit, GL account, and project. This is particularly important to be able to keep funding sources segregated and tracked according to Federal guidelines contained in the OMB 2CFR-200 (Uniform Guidance).

c. The role of Fiscal Agent will be assigned to Charitable Ventures. A budgeted amount of \$224,000.00 is for Fiscal Agent to administer the application process and fund the grants.

## **Exhibit C - Partnership Agreements**

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

---

**SUBRECIPIENT AGREEMENT**

**for**

**COVID-19 MICROBUSINESS GRANT PROGRAM**

**between**

**COUNTY OF RIVERSIDE**

**and**

**CHARITABLE VENTURES**



**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services.....	4
2. Period of Performance .....	4
3. Budget.....	5
4. Grant Program Requirements .....	6
5. Suspension or Termination .....	7
6. Ownership/Use of Materials .....	8
7. Conduct of Subrecipient .....	8
8. Performance Monitoring .....	9
9. Independent Contractor/Employment Eligibility.....	10
10. Subcontract for Work or Services.....	12
11. Disputes .....	12
12. Funding Requirements.....	13
13. Administrative Requirements .....	13
14. Use by Other Political Entities .....	15
15. Non-Discrimination .....	15
16. Confidentiality .....	15
17. Administration/Liaison .....	16
18. Notices .....	16
19. Force Majeure.....	16
20. EDD Reporting Requirements.....	16
21. Hold Harmless/Indemnification.....	17
22. Insurance .....	17
23. General .....	23
Exhibit A- Scope of Services.....	24
Exhibit B- Budget .....	26
Exhibit C- Grant Program Framework .....	27

---

Exhibit D- Grantee Agreement..... 31

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 30<sup>th</sup> 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](http://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: Anne 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: Stephanie K. Nelson  
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 inquires, help trouble shoot 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**

<b>GRANT PROGRAM FUNDS</b>	
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
<b>EXPENDITURES</b>	
Grant Funds Disbursed to Applicants	\$2,800,000
Administrative Fees @8%	\$224,000
Total Grant Program Fund Expenditures	\$3,093,964
<b>FUNDS DISBURSEMENT</b>	
Administrative Fee as Services are Performed	\$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 or 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](http://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, 4<sup>th</sup> floor  
Riverside, CA 92501  
Attn: Business Services Team  
[BizInfo@rivco.org](mailto: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, 4<sup>th</sup> floor  
Riverside, CA 92501  
Attn: Business Services Team  
Email: [BizInfo@rivco.org](mailto: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. 17<sup>th</sup> 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



**RIVERSIDE COUNTY  
OFFICE OF ECONOMIC DEVELOPMENT**

November 29, 2021

California Office of the Small Business Advocate  
1325 J Street, Suite 1800  
Sacramento, CA 95814

**Subject: California Microbusiness COVID-19 Relief Grant Program – Fiscal Agent**

**Dear California Office of the Small Business Advocate:**

This letter is to inform you that the County of Riverside intends on contracting with a Fiscal Agent to process grant applications and disburse payments to grant awardees as part of the above program. The Office of Economic Development is recommending contracting with Charitable Ventures and this item will be on the December 14, 2021 Board of Supervisor's agenda for consideration.

Initially, our letter of designation signed by Juan Perez, Chief Operating Officer, indicated that on December 7, 2021, the Board of Supervisors would consider the Fiscal Agent contract for approval. However, due to unforeseen circumstances, this item will be placed on the December 14, 2021 Board of Supervisors agenda which is the last meeting before the end of the calendar year. Please note that the staff report for the item is complete, the Fiscal Agent agreement has been signed by our proposed Fiscal Agent and County Counsel. All that remains is consideration by the Board which will occur on December 14<sup>th</sup>.

Thank you for your continued support and look forward to implementing this program.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Moran", written over a white background.

Robert Moran  
Deputy Director

RIVERSIDE COUNTY

OFFICE OF ECONOMIC DEVELOPMENT

3403 10TH STREET, SUITE 400, RIVERSIDE, CA 92501 | (951) 955-8916

Section III: Attachments 6a.-d.

a. Subcontractor's Legal Name and Address:

Charitable Ventures  
4041 MacArthur Blvd., Suite 510  
Newport Beach, CA 92660

b. Narrative explanation justifying the decision to subcontract the role of fiscal agent

Charitable Ventures (CV) is a 501 (c) (3), with the experience and resources to assist the Office of Economic Development quickly gather, review and perform due diligence during screening processing. Once an applicant has demonstrated to meet program criteria, Due to time constraints, The Office of Economic Development cannot build out and test its own system prior to the launch for the application portal to accept online applications that will allow applicants to upload requested documentation and grantee agreement in the timeframe needed to quickly disburse funds starting in late January 2022. CV has existing systems already in place and possesses the experience and technical skills along with grant review expertise to successfully launch and manage this portion of the grant program for the Office of Economic Development.

c. Description of the relationship, roles, and responsibilities between the County and subcontractor

The Office of Economic Development will offer a centralized application process for the MBCRG, a weblink on the Office of Economic Development webpage at [www.rivcobizhelp.org](http://www.rivcobizhelp.org) that will lead potential grantees to the on-line application on CV's website. The Office of Economic Development will be responsible for the Outreach and Marketing the MBCRG Program via established channels and Outreach partners identified in grant program response.

CV will be responsible to do an initial screening, provide full application to eligible applicants, receive uploaded documentation, evaluate the documentation provided by the business and

recommend either approving or declining the application based on information provided to Office of Economic Development staff for final approval. Upon approval, CV will award grant funds electronically via ACH. CV will maintain an electronic repository for all program documents and make available for Office of Economic Development staff to view at any time. CV will report back to Office of Economic Development per program requirements.

d. Subcontractor's previous experience

Since 2007, Charitable Ventures has provided fiscal sponsorship, project management services for social sector initiatives and Direct Contract Relief Fund Management. Charitable Ventures has managed multiple relief funds in response to COVID-19, including the Orange County Community Resilience Fund, the Orange County Arts and Culture Fund, multiple Supervisor district's emergency childcare funding, and special relief funding for the city of Santa Ana. To date CV has managed more than \$25M in relief funding. Their relevant public contract work is outlined below:

- Distributed \$13+M of CARES Act and General County funding of COVID Relief for Orange County in 2020
- State Funding (Prop 47) through Health Care Agency of County of Orange – \$9.7M - 5 Years
- State Funding (PSSF) through OC Social Services Agency - \$2.5M – 5 Years – for Family Resource Center Administration
- State Contract from California Census Committee - \$1.6M – 2 Years – on behalf of a regional collaborative (an additional \$1.2M was raised from private sources)
- Federal WIOA sub-contract – LCCL - \$550,000 – 2 ½ years
- Federal WIOA sub-contract – City of Santa Ana - \$480,000 – 3 years
- MHSA County Funding through Health Care Agency of County of Orange– Start Well Early Childhood Behavioral Health – \$2M – 28 months

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



**ITEM:**  
(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;
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.

**ACTION:**

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

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

---

**MINUTES OF THE BOARD OF SUPERVISORS**



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

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

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

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](http://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, non-profit 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 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"

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

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 RCBCS 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**

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

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

- Riverside County COVID-19 Microbusiness Grant Program Framework
- Riverside County COVID-19 Microbusiness Grant Agreement

**Partnership Agreement Between  
the County of Riverside and  
Coachella Valley Small Business Development Center**

This Partnership Agreement is entered into by and between the County of Riverside, by and among its Office of Economic Development ("RivCoED"), and Coachella Valley Small Business Development Center ("CVSBDC") as of the Effective Date (defined below). The Partners desire to cooperatively promote a successful California Microbusiness COVID-19 Relief Grant Program (MBCRG). The partners are entering into this grant program Partnership ("Partnership") to maximize outreach opportunities in identifying eligible microbusinesses impacted by COVID-19 and related health and safety restrictions.

The CVSBDC assists aspiring entrepreneurs and current business owners from the community of Cabazon east to the City of Blythe in Riverside County. Their staff and business consultants represent a variety of backgrounds and industry expertise and possess additional expertise in restaurant, retail and franchise operations, manufacturing, interior design, merchandising, performance improvement, human resources, and more. The organization has a large reach to community partners and area businesses that would expedite state funding directed to help the hard-to-reach businesses in the region.

The MBCRG was created in 2021 to assist qualified microbusinesses that have been significantly impacted by the COVID-19 pandemic in California. Existing law (Government Code Section 12100.83) requires the California Office of the Small Business Advocate (CalOSBA) to make grants to assist qualified small businesses negatively affected by the COVID-19 pandemic, in accordance with specified criteria, including geographic distribution based on COVID-19 restrictions and industry sectors most impacted by the pandemic, among other things. The new funds will be expressly for microbusinesses and administered by CalOSBA through county agencies and coalitions of nonprofit organizations ("grantmaking entity/ies") that will disperse the funds to microbusinesses and entrepreneurs in the state.

**Background:**

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

geographically dispersed counties or industries severely impacted by COVID-19 health and safety orders.

The MBCRG Program was created within CalOSBA to assist qualified microbusinesses, as defined, that have been significantly impacted by the COVID-19 pandemic with grants in the amount of \$2,500.00 to each eligible microbusiness that is selected for an award.

**Based upon these common goals, the following understandings will guide this effort:**

- 1. Purpose and Goals –** Through the Partnership, the Partners plan to cooperate to promote the MBCRG.

**A. Purpose**

The purpose of this Partnership Agreement is to bolster the collective interests of the Partners through identifying and outreaching to the hard-to-reach microbusinesses in Riverside County. Widening the reach at the micro level will improve the business outlook for many small businesses that might not have been able to participate in previous COVID-19 grants through the state. Including, but not limited to, underserved small business groups, undocumented immigrants, street vendors, and limited-English business owners.

**B. Goals**

The goals of this partnership reflect the joint need to:

- COMMUNICATE – Marketing the MBCRG on a broad range will be necessary to help communicate effective outreach to the hard-to-reach microbusiness community within Riverside County. Communication through various marketing and media platforms will need be implemented including but not limited to, email communication, in-person or digital events, podcasts, social media, print media, network programs and other additional outreach methods will need to be employed for effective dissemination of MBCRG opportunities.
- IDENTIFY – Partners will help assist in a targeted marketing approach that will maximize microbusiness interaction to help identify potential MBCRG participants.
- CONNECT – When microbusinesses are identified the Partners will connect the potential MBCRG applicants to program associates for guidance of the application process.

## 2. Notices

Any notices required or desired to be served by either party upon the other shall be addressed to respective parties as set out below:

Riverside County Office of Economic Development  
Robert Moran  
Deputy Director  
3403 Tenth Street, Ste. 400  
Riverside, CA 92501

Coachella Valley Small Business Development Center  
Joaquin Tijerina, Director  
44-199 Monroe Street, Suite B  
Indio, CA 92201

## 3. Terms of Termination

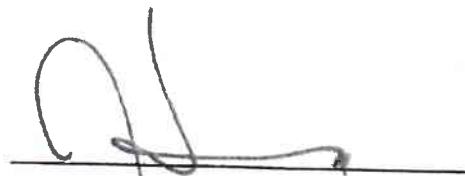
- The term of this MOU shall commence upon the date of last signature below ("Effective Date") and shall continue through December 31, 2022, unless extended by mutual agreement of the Partners.
- This agreement shall not create any rights in any third parties, specifically any business participating in the program.
- Amendments to this agreement must be in writing and signed by the designated representative of each Partner.
- Any Partner may terminate this agreement by giving 30 days written notice to the designated representative of the Partners and
- There is no agreement by the Partners to provide any direct financial support for any of the programs/projects referred to in this Partnership Agreement. Any such commitment shall be stated in a separate written agreement subject to written approval by the Partners.

Date: 11/11/2021



Suzanne Holland, Director  
Riverside County  
Office of Economic Development

Date: 11.09.2021



Joaquin Tijerina, Director  
Coachella Valley Small Business  
Development Center

APPROVED AS TO FORM:  
Stephanie K. Nelson  
Deputy County Counsel  
County of Riverside

By: Steph Nelson



**Partnership Agreement Between**

**the County of Riverside and**

**Get in Motion Entrepreneurs**

This Partnership Agreement is entered into by and between the County of Riverside, by and among its Office of Economic Development (“RivCoED”) and Get in Motion Entrepreneurs (“GIME”) as of the Effective Date (defined below). The Partners desire to cooperatively promote a successful California Microbusiness COVID-19 Relief Grant Program (MBCRG). The partners entering into this grant program Partnership (“Partnership”) to maximize outreach opportunities in identifying eligible microbusinesses impacted by COVID-19 and related health and safety restrictions.

GIME is a nonprofit organization whose purpose is to create a new generation of Latino Leaders to create sustainable communities. GIME educates and provides business tools and resources for the development of entrepreneurs and small business owners in the greater Coachella Valley region of Riverside County. GIME streamlines online marketing through their YouTube and Podcast channels. With years of experience in education and outreach particularly with the Latino community, GIME works with highly underserved small business populations in the language of their preference: Español. GIME’s mission is to improve economic opportunities and reduce poverty in Latino communities through entrepreneurship and community resources.

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

**Background:**

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

geographically dispersed counties or industries severely impacted by COVID-19 health and safety orders.

The MBCRG Program was created within CalOSBA to assist qualified microbusinesses, as defined, that have been significantly impacted by the COVID-19 pandemic with grants in the amount of \$2,500.00 to each eligible microbusiness that is selected for an award.

**Based upon these common goals, the following understandings will guide this effort:**

- 1. Purpose and Goals – Through the Partnership, the Partners plan to cooperate to promote the MBCRG.**

**A. Purpose**

The purpose of this Partnership Agreement is to bolster the collective interests of the Partners through identifying and outreaching to the hard-to-reach microbusinesses in Riverside County. Widening the reach at the micro level will improve the business outlook for many small businesses that might not have been able to participate in previous COVID-19 grants through the state. Including, but not limited to, underserved small business groups, undocumented immigrants, street vendors, and limited-English business owners.

**B. Goals**

The goals of this partnership reflect the joint need to:

- **COMMUNICATE** – Marketing the MBCRG on a broad range will be necessary to help communicate effective outreach to the hard-to-reach microbusiness community within Riverside County. Communication through various marketing and media platforms will need be implemented including but not limited to, email communication, in-person or digital events, podcasts, social media, print media, network programs and other additional outreach methods will need to be employed for effective dissemination of MBCRG opportunities.
- **IDENTIFY** – Partners will help assist in a targeted marketing approach that will maximize microbusiness interaction to help identify potential MBCRG participants.
- **CONNECT** – When microbusinesses are identified the Partners will connect the potential MBCRG applicants to program associates for guidance of the application process.

## 2. Notices

Any notices required or desired to be served by either party upon the other shall be addressed to respective parties as set out below:

Riverside County Office of Economic Development  
Robert Moran  
Deputy Director  
3403 Tenth Street, Ste. 400  
Riverside, CA 92501

Get In Motion Entrepreneurs  
Armando Ehrenzweig  
Executive Director / Founder  
41550 Eclectic Street  
Palm Desert, CA 92260

## 3. Terms of Termination

- The term of this Partnership Agreement shall commence upon the date of last signature below ("Effective Date") and shall continue through December 31, 2022, unless extended by mutual agreement of the Partners.
- This agreement shall not create any rights in any third parties, specifically any business participating in the program.
- Amendments to this agreement must be in writing and signed by the designated representative of each Partner.
- Any Partner may terminate this agreement by giving 30 days written notice to the designated representative of the Partners and
- There is no agreement by the Partners to provide any direct financial support for any of the programs/projects referred to in this Partnership Agreement. Any such commitment shall be stated in a separate written agreement subject to written approval by the Partners.

Date: 11/12/21

Date: November 11, 2021



Suzanne Holland  
Director  
Riverside County  
Office of Economic Development



Armando Ehrenzweig  
Executive Director / Founder  
Get In Motion Entrepreneurs

APPROVED AS TO FORM:  
Stephanie K. Nelson  
Deputy County Counsel  
County of Riverside

By: Steph Nelson

**Partnership Agreement Between  
the County of Riverside and  
MicroEnterprise Collaborative of Inland Southern California**

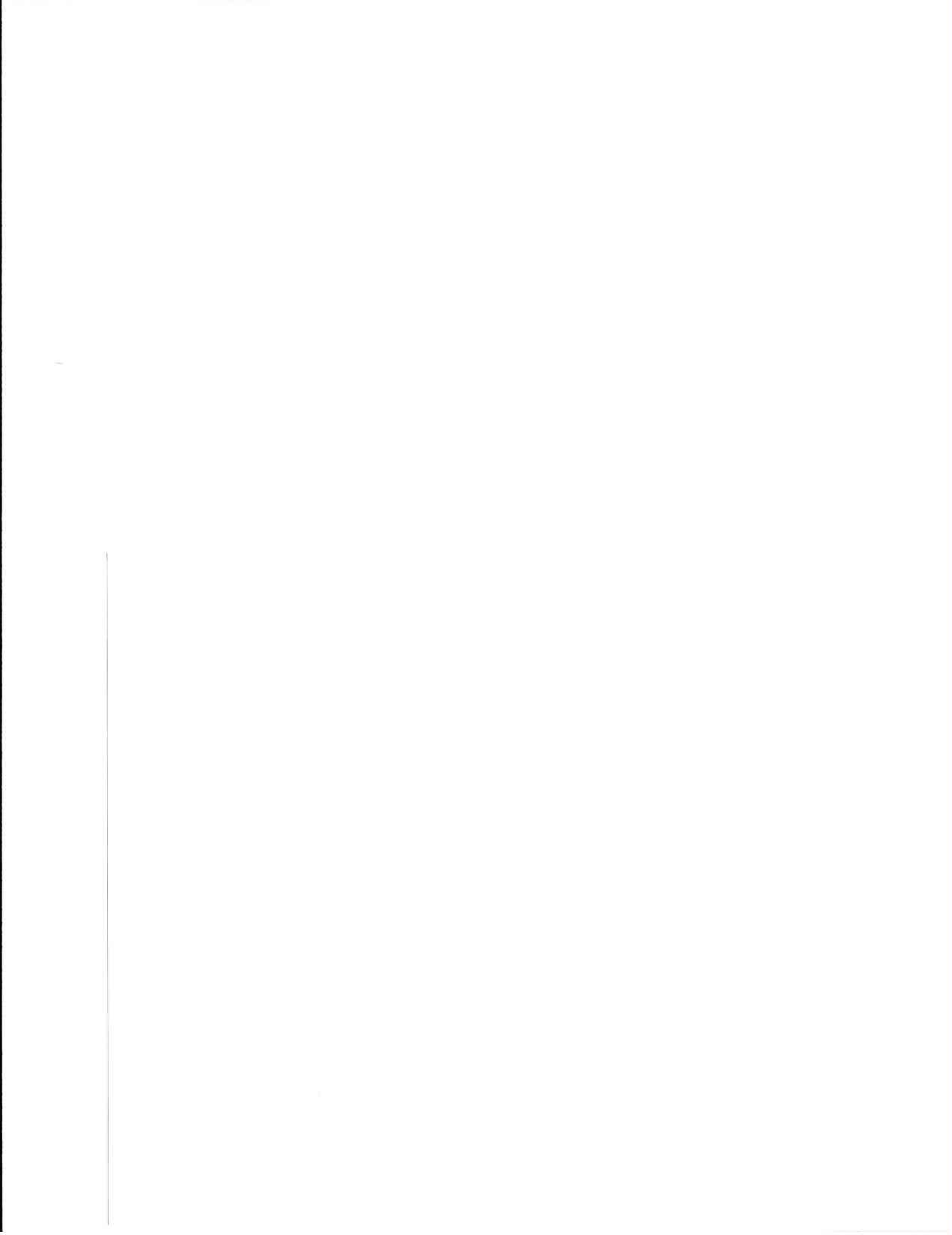
This Partnership Agreement is entered into by and between the County of Riverside, by and among its Office of Economic Development (“RivCoED”) and MicroEnterprise Collaborative of Inland Southern California (“MCISC”) as of the Effective Date (defined below). The Partners desire to cooperatively promote a successful California Microbusiness COVID-19 Relief Grant Program (MBCRG). The partners are entering into this grant program Partnership (“Partnership”) to maximize outreach opportunities in identifying eligible microbusinesses impacted by COVID-19 and related health and safety restrictions.

MCISC serves as the portal of small business resources in Inland Southern California, connecting small business owners to the help they need to start and run successful businesses. MCISC main purpose is to create and sustain business and jobs through microbusiness development.

The MBCRG was created in 2021 to assist qualified microbusinesses that have been significantly impacted by the COVID-19 pandemic in California. Existing law (Government Code Section 12100.83) requires the California Office of the Small Business Advocate (CalOSBA) to make grants to assist qualified small businesses negatively affected by the COVID-19 pandemic, in accordance with specified criteria, including geographic distribution based on COVID-19 restrictions and industry sectors most impacted by the pandemic, among other things. The new funds will be expressly for microbusinesses and administered by CalOSBA through county agencies and coalitions of nonprofit organizations (“grantmaking entity/ies”) that will disperse the funds to microbusinesses and entrepreneurs in the state.

**Background:**

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



The MBCRG Program was created within CalOSBA to assist qualified microbusinesses, as defined, that have been significantly impacted by the COVID-19 pandemic with grants in the amount of \$2,500.00 to each eligible microbusiness that is selected for an award.

**Based upon these common goals, the following understandings will guide this effort:**

- 1. Purpose and Goals** – Through the Partnership, the Partners plan to cooperate to promote the MBCRG.

**A. Purpose**

The purpose of this Partnership Agreement is to bolster the collective interests of the Partners through identifying and outreaching to the hard-to-reach microbusinesses in Riverside County. Widening the reach at the micro level will improve the business outlook for many small businesses that might not have been able to participate in previous COVID-19 grants through the state. Including, but not limited to, underserved small business groups, undocumented immigrants, street vendors, and limited-English business owners.

**B. Goals**

The goals of this partnership reflect the joint need to:

- **COMMUNICATE** – Marketing the MBCRG on a broad range will be necessary to help communicate effective outreach to the hard-to-reach microbusiness community within Riverside County. Communication through various marketing and media platforms will need be implemented including but not limited to, email communication, in-person or digital events, podcasts, social media, print media, network programs and other additional outreach methods will need to be employed for effective dissemination of MBCRG opportunities.
- **IDENTIFY** – Partners will help assist in a targeted marketing approach that will maximize microbusiness interaction to help identify potential MBCRG participants.
- **CONNECT** – When microbusinesses are identified the Partners will connect the potential MBCRG applicants to program associates for guidance of the application process.

## 2. Notices

**Any notices required or desired to be served by either party upon the other shall be addressed to respective parties as set out below:**

**Riverside County Office of Economic Development  
Robert Moran  
Deputy Director  
3403 Tenth Street, Ste. 400  
Riverside, CA 92501**

**MicroEnterprise Collaborative Inland Southern California  
Catherine Marshall  
Executive Director  
3110 #B Inland Empire Blvd  
Ontario, CA 91764**

## 3. Terms of Termination

- **The term of this Partnership Agreement shall commence upon the date of last signature below ("Effective Date") and shall continue through December 31, 2022, unless extended by mutual agreement of the Partners.**
- **This agreement shall not create any rights in any third parties, specifically any business participating in the program.**
- **Amendments to this agreement must be in writing and signed by the designated representative of each Partner.**
- **Any Partner may terminate this agreement by giving 30 days written notice to the designated representative of the Partners and**
- **There is no agreement by the Partners to provide any direct financial support for any of the programs/projects referred to in this Partnership Agreement. Any such commitment shall be stated in a separate written agreement subject to written approval by the Partners.**



Date: 11/12/21



Suzanne Holland  
Director  
Riverside County  
Office of Economic Development

Date: 11/11/2021



Catherine Marshall  
Executive Director  
MicroEnterprise Collaborative  
Inland Southern California

APPROVED AS TO FORM:  
Stephanie K. Nelson  
Deputy County Counsel  
County of Riverside

By: Steph K Nelson

**Partnership Agreement Between  
the County of Riverside and  
Asociación de Emprendedor@s**

This Partnership Agreement is entered into by and between the County of Riverside, by and among its Office of Economic Development ("RivCoED"), and Asociación de Emprendedor@s ("ADE") as of the Effective Date (defined below). The Partners desire to cooperatively promote a successful California Microbusiness Covid-19 Relief Grant Program ("MBCRG"). The partners are entering into this grant program Partnership ("Partnership") to maximize outreach opportunities in identifying eligible microbusinesses impacted by COVID-19 and related health and safety restrictions.

ADE is a non-profit organization that provides trainings and seminars to Hispanic entrepreneurs, who seek to open and grow their businesses. ADE mentors microbusinesses through their personal journey, and community empowerment throughout the Hispanic community.

The MBCRG was created in 2021 to assist qualified microbusinesses that have been significantly impacted by the COVID-19 pandemic in California. Existing law (Government Code Section 12100.83) requires the California Office of the Small Business Advocate (CalOSBA) to make grants to assist qualified small businesses negatively affected by the COVID-19 pandemic, in accordance with specified criteria, including geographic distribution based on COVID-19 restrictions and industry sectors most impacted by the pandemic, among other things. The new funds will be expressly for microbusinesses and administered by CalOSBA through county agencies and coalitions of nonprofit organizations ("grantmaking entity/ies") that will disperse the funds to microbusinesses and entrepreneurs in the state.

**Background:**

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

The MBCRG Program was created within CalOSBA to assist qualified microbusinesses, as defined, that have been significantly impacted by the COVID-19 pandemic with grants in the amount of \$2,500.00 to each eligible microbusiness that is selected for an award.

**Based upon these common goals, the following understandings will guide this effort:**

1. **Purpose and Goals** – Through the Partnership, the Partners plan to cooperate to promote the MBCRG.

**A. Purpose**

The purpose of this Partnership Agreement is to bolster the collective interests of the Partners through identifying and outreaching to the hard-to-reach microbusinesses in Riverside County. Widening the reach at the micro level will improve the business outlook for many small businesses that might not have been able to participate in previous COVID-19 grants through the state. Including, but not limited to, underserved small business groups, undocumented immigrants, street vendors, and limited-English business owners.

**B. Goals**

The goals of this partnership reflect the joint need to:

- **COMMUNICATE** – Marketing the MBCRG on a broad range will be necessary to help communicate effective outreach to the hard-to-reach microbusiness community within Riverside County. Communication through various marketing and media platforms will be implemented, including but not limited to, email communication, in-person or digital events, podcasts, social media, print media, network programs and other additional outreach methods will need to be employed for effective dissemination of MBCRG opportunities.
- **IDENTIFY** – Partners will help assist in a targeted marketing approach that will maximize microbusiness interaction to help identify potential MBCRG participants.
- **CONNECT** – When microbusinesses are identified the Partners will connect the potential MBCRG applicants to program associates for guidance of the application process.

**2. Notices**

Any notices required or desired to be served by either party upon the other shall be addressed to respective parties as set out below:

Riverside County Office of Economic Development  
Robert Moran  
Deputy Director  
3403 Tenth Street, Ste. 400  
Riverside, CA 92501

Asociación de Emprendedor@s  
Monica Robles  
Founder & President  
2400 E. Katella Ave., Suite 800  
Anaheim, CA. 92806

### 3. Terms of Termination

- The term of this MOU shall commence upon the date of last signature below ("Effective Date") and shall continue through December 31, 2022, unless extended by mutual agreement of the Partners.
- This agreement shall not create any rights in any third parties, specifically any business participating in the program.
- Amendments to this agreement must be in writing and signed by the designated representative of each Partner.
- Any Partner may terminate this agreement by giving 30 days written notice to the designated representative of the Partners and
- There is no agreement by the Partners to provide any direct financial support for any of the programs/projects referred to in this Partnership Agreement. Any such commitment shall be stated in a separate written agreement subject to written approval by the Partners.

Date: 11/12/11



Suzanne Holland  
Director  
Riverside County  
Office of Economic Development

Date: 11/12/11



Monica Robles  
Founder & President  
Asociación de Emprendedor@s

APPROVED AS TO FORM:  
Stephanie K. Nelson  
Deputy County Counsel  
County of Riverside

By: Stephanie Nelson

**Partnership Agreement Between  
the County of Riverside and  
Small Business Majority**

This Partnership Agreement is entered into by and between the County of Riverside, by and among its Office of Economic Development (“RivCoED”), and Small Business Majority (“SBM”) as of the Effective Date (defined below). The Partners desire to cooperatively promote a successful California Microbusiness Covid-19 Relief Grant Program (MBCRG). The partners are entering into this grant program Partnership (“Partnership”) to maximize outreach opportunities in identifying eligible microbusinesses impacted by COVID-19 and related health and safety restrictions.

SBM a national nonprofit focused on advocacy and education on a variety of small business issues. Their mission is to ensure America's entrepreneurs are a key part of an inclusive, equitable, and diverse economy.

Since 2005, SBM has successfully advocated on policies around healthcare, workforce, access to capital, and other issues that impact low- and moderate-income entrepreneurs.

SBM also focuses on supporting small business owners that represent communities of color as we recognize the importance of providing resources for these businesses to grow and thrive.

SBM's small business network in Riverside County are primarily 2/3 women entrepreneurs and BIPOC entrepreneurs.

SBM is one of the most recognized leaders in small business education and advocacy giving their organization a very unique and well-connected small business organization. At the height of the pandemic, the organization hosted 400 webinars throughout the country connecting with 57,000 businesses, sharing out real time information, updates and how to Apply for PPP, EIDL and other government stimulus programs.

The MBCRG was created in 2021 to assist qualified microbusinesses that have been significantly impacted by the COVID-19 pandemic in California. Existing law (Government Code Section 12100.83) requires the California Office of the Small Business Advocate (CalOSBA) to make grants to assist qualified small businesses negatively affected by the COVID-19 pandemic, in accordance with specified criteria, including geographic distribution based on COVID-19 restrictions and industry sectors most impacted by the pandemic, among other things. The new funds will be expressly for microbusinesses and administered by CalOSBA through county agencies and coalitions of nonprofit organizations (“grantmaking entity/ies”) that will disperse the funds to microbusinesses and entrepreneurs in the state.

**Background:**

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

The MBCRG Program was created within CalOSBA to assist qualified microbusinesses, as defined, that have been significantly impacted by the COVID-19 pandemic with grants in the amount of \$2,500.00 to each eligible microbusiness that is selected for an award.

**Based upon these common goals, the following understandings will guide this effort:**

1. **Purpose and Goals** – Through the Partnership, the Partners plan to cooperate to promote the MBCRG.

**A. Purpose**

The purpose of this Partnership Agreement is to bolster the collective interests of the Partners through identifying and outreaching to the hard-to-reach microbusinesses in Riverside County. Widening the reach at the micro level will improve the business outlook for many small businesses that might not have been able to participate in previous COVID-19 grants through the state. Including, but not limited to, underserved small business groups, undocumented immigrants, street vendors, and limited-English business owners.

**B. Goals**

The goals of this partnership reflect the joint need to:

- **COMMUNICATE** – Marketing the MBCRG on a broad range will be necessary to help communicate effective outreach to the hard-to-reach microbusiness community within Riverside County. Communication through various marketing and media platforms will need be implemented including but not limited to, email communication, in-person or digital events, podcasts, social media, print media, network programs and other additional outreach methods will need to be employed for effective dissemination of MBCRG opportunities.
- **IDENTIFY** – Partners will help assist in a targeted marketing approach that will maximize microbusiness interaction to help identify potential MBCRG participants.

- **CONNECT** – When microbusinesses are identified the Partners will connect the potential MBCRG applicants to program associates for guidance of the application process.

## 2. Notices

Any notices required or desired to be served by either party upon the other shall be addressed to respective parties as set out below:

Riverside County Office of Economic Development  
Robert Moran  
Deputy Director  
3403 Tenth Street, Ste. 400  
Riverside, CA 92501

Small Business Majority  
Josaline Cuesta  
Senior CA Program Manager/SoCal Outreach  
1015 15<sup>th</sup> Street NW, Suite 450  
Washington DC 20005

## 3. Terms of Termination

- The term of this MOU shall commence upon the date of last signature below (“Effective Date”) and shall continue through December 31, 2022, unless extended by mutual agreement of the Partners.
- This agreement shall not create any rights in any third parties, specifically any business participating in the program.
- Amendments to this agreement must be in writing and signed by the designated representative of each Partner.
- Any Partner may terminate this agreement by giving 30 days written notice to the designated representative of the Partners and
- There is no agreement by the Partners to provide any direct financial support for any of the programs/projects referred to in this Partnership Agreement. Any such commitment shall be stated in a separate written agreement subject to written approval by the Partners.



Date: 11/12/2021



Suzanne Holland  
Director  
Riverside County  
Office of Economic Development

Date: KEB/ 11/11/21

Vice President, Operations

Josaline Cuesta  
Senior CA Program Manager/SoCal Outreach  
Small Business Majority

APPROVED AS TO FORM:  
Stephanie K. Nelson  
Deputy County Counsel  
County of Riverside

By: Steph Nelson

## **Exhibit D – Budget Detail**

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

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

<b>Description</b>	<b>Estimated Costs</b>	
Proposed Administrative Budget	\$	293,964.21
Proposed Eligible Microbusiness Grants Budget	\$	2,800,000.00
<b>Total Proposed Budget</b>	<b>\$</b>	<b>3,093,964.21</b>

**CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM****Proposed Budget Detail****COUNTY NAME RIVERSIDE COUNTY**

<b>Staff Implementation: Personnel Salaries + Benefits</b>	<b>Estimated Cost</b>
<i>Executive Director - 46.66 hours</i>	\$ 9,000.00
<i>Assistant Director - 67.43 hours</i>	\$ 9,000.00
<i>Deputy Director - 60.16 hours</i>	\$ 7,500.00
<i>Principal Development Specialist (1) - 123.64 hours</i>	\$ 10,732.00
<i>Principal Development Specialist (2) - 126.07 hours</i>	\$ 10,732.00
<i>Media Specialist - 51.29 hours</i>	\$ 4,000.00
<b>Program Related Technology, Tools, Supplies &amp; Materials</b>	
<i>Paper for handouts/flyers to be distributed by County and community partners</i>	\$ 2,000.21
<i>Printing Cost for handouts/flyers by County and community partners</i>	\$ 3,000.00
<b>Marketing &amp; Outreach Expenses</b>	
<i>Spanish Radio Spot Production and Buy Schedule for advertisement across the county</i>	\$ 10,000.00
<i>Spanish Local Newspaper Buys for advertisement across the county</i>	\$ 4,000.00
<b>Other/Contractual Expenses</b>	
<i>Financial Partner Expenses: includes grant administration and associated costs, online application</i>	\$ 224,000.00
<i>portal development and maintenance, client customer service team</i>	\$ -
<b>Total Administrative Cost Request</b>	<b>\$ 293,964.21</b>
	Admin Cost does not exceed 20% or \$300,000
<b>Eligible Small Business Subgrants</b>	
Estimated # of Eligible Microbusinesses Served	# 1,120 total grants
Estimated Dollar Amount of Eligible Microbusiness Subgrants	\$ 2,800,000.00

**GUIDANCE**

All costs proposed in an applicant's budget must meet the tests of allow-ability, allot-ability, and reasonableness.

Applicants must provide extensive line-item detail on all aspects of Program administrative costs required. Administrative costs must be essential to the effective implementation and performance outcomes of the program. Expenses may not include items like staff bonuses, office space, new equipment and fixtures, etc.

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

Awarded grantmaking entity may be subject to a full audit.

Additional lines may be inserted above as needed.

## **Exhibit E – Letter of Designation**



EXECUTIVE OFFICE

JEFFREY A. VAN WAGENEN, JR.  
COUNTY EXECUTIVE OFFICER

JUAN C. PEREZ  
CHIEF OPERATING OFFICER

DAVE ROGERS  
CHIEF ADMINISTRATIVE OFFICER

SAYORI BALDWIN, ASSISTANT CEO  
HUMAN SERVICES

BRENDA DIEDERICHS, ASSISTANT CEO  
HUMAN RESOURCES

CHARISSA LEACH, ASSISTANT CEO  
PUBLIC WORKS & COMMUNITY SERVICES

ZAREH SARRAFIAN, ASSISTANT CEO  
HEALTH SYSTEM

November 17, 2021

California Office of the Small Business Advocate  
1325 J Street, Suite 1800  
Sacramento, CA 95814

Subject: California Microbusiness COVID-19 Relief Grant Program –  
Designation Letter

Dear California Office of the Small Business Advocate:

On behalf of the County of Riverside, this letter designates the Riverside County Office of Economic Development as the Authorized Representative to apply for and implement the California Office of the Small Business Advocate's California Microbusiness COVID-19 Relief Grant Program.

Additionally, please note that the County intends on contracting with a Fiscal Agent to process grant applications and disburse payments to grant awardees. The Office of Economic Development is recommending contracting with Charitable Ventures and this item will be on the December 7, 2021 Board of Supervisor's agenda for consideration.

Thank you for your continued support.

Sincerely,

Juan C. Perez  
Chief Operating Officer  
County of Riverside

## Exhibit F –Program Announcement



### CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

#### GRANTMAKING ENTITY

#### REQUEST FOR PROPOSALS - ROUND 1

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

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

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

Amended November 9, 2021

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

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

Phone: 1-877-345-4633

## Table of Contents

<u>Introduction</u> .....	17
<u>Background and Purpose</u> .....	17
<u>Priorities</u> .....	18
<u>Definitions</u> .....	18
<u>Award Information</u> .....	21
<u>Available Funding</u> .....	21
<u>Period of Performance</u> .....	24
<u>Funding Information</u> .....	24
<u>Funding Method</u> .....	24
<u>Eligibility Requirements for Grantmaking Entities</u> .....	24
<u>Applicant Organization for Round 1</u> .....	24
<u>Grantees: Qualified microbusinesses</u> .....	25
<u>Eligible Use of Funds</u> .....	26
<u>Applicant Organization for Round 1</u> .....	26
<u>Grantees: Qualified microbusiness</u> .....	26
<u>Setting Up the Grantmaking Entity Program:</u> .....	26
<u>Oversight &amp; Reporting Requirements</u> .....	27
<u>Dates and Deadlines</u> .....	28
<u>Points of Contact</u> .....	29
<u>Public Records Act</u> .....	29
<u>Proposal Evaluation</u> .....	29
<u>Scoring Criteria</u> .....	30
<u>Disqualification</u> .....	30
<u>Application and Submission Requirements</u> .....	30
<u>Proposal</u> .....	32
<u>SECTION I: Applicant Information</u> .....	32
<u>SECTION II: Narrative</u> .....	33
<u>SECTION III: Attachments</u> .....	34



## Introduction

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

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

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

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

## Background and Purpose

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

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

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

## Priorities

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

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

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

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

## Definitions

Definitions that pertain to this Program Announcement are provided below.

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

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

federal activity duty or disabled from a disease or injury that started or got worst in the line of duty or while in training status.

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

r.4.5 Third-party verification (using attached form).

## Award Information

### Available Funding

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

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

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

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

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

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

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

#### Period of Performance

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

#### Funding Information

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

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

This Program has no match requirement.

#### Funding Method

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

### Eligibility Requirements for Grantmaking Entities

#### Applicant Organization for Round 1

- Able to receive State funds



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

#### Grantees: Qualified microbusinesses

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

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

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

## Eligible Use of Funds

### Applicant Organization for Round 1

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

### Grantees: Qualified microbusiness

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

## Setting Up the Grantmaking Entity Program:

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

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

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

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

(C) The microbusiness is a sidewalk vendor.

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

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

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

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

## Oversight & Reporting Requirements

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

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

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

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

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

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

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

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

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

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

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

## Dates and Deadlines

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

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

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

## Points of Contact

Questions and correspondence regarding this Announcement shall be directed to:

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

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

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

## Public Records Act

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

## Proposal Evaluation

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

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

### Scoring Criteria

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

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

### Disqualification

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

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

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

### Application and Submission Requirements

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

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

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

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

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

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

File Format: Organization Name\_MBCRG\_Proposal\_Date

Subject Line: Organization Name – MBCRG Proposal Submission

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

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

# Proposal

## SECTION I: Applicant Information

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

\_\_\_\_\_  
Signature of Contact (E-signature is acceptable)

\_\_\_\_\_  
Date

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



## SECTION II: Narrative

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

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

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

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

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

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

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

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

### SECTION III: Attachments

Label each attachment and submit in the order listed.

1. Proposal saved as submitted .pdf
2. Budget saved and submitted as .xls - [Download template HERE](#)
3. Process Flow chart saved as .pdf (Intake through disbursement)
4. Partnership Contracts/Agreements - Minimum of four fully-executed active agreements (i.e., MOU, professional services agreement, contract, etc.) verifying partnership with microbusiness technical assistance organizations, nonprofits, trusted community partners, and community-based organizations that are key to conducting outreach and marketing to reach underserved microbusinesses. Saved and submitted as a single combined .PDF)
5. Organization Chart (Including partner roles) saved and submitted as .PDF – download example [HERE](#)
6. Fiscal Agent Agreement saved and submitted as .PDF – This is only applicable to applicant's who will subcontract the role of the Fiscal Agent to an experienced nonprofit or another county government. Applicant is required to include a fully executed active agreement (i.e., MOU, professional services agreement, contract, etc.) verifying the partnership with the nonprofit or other county government to administer the California Microbusiness COVID-19 Relief Grant

funds to eligible microbusinesses. A letter of support is not an acceptable form of an agreement.

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

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

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

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

## END ##

END EXHIBIT F