



Grant Agreement # MBCRG2022-C01

1. This Agreement is entered into between the State Agency and the Grant Recipient named below:
STATE UNIT/AGENCY NAME
CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT
GRANT RECIPIENT NAME
COUNTY OF FRESNO
2. The term of this Agreement is:
January 21, 2022 through December 30, 2022
3. The maximum grant amount for this Agreement is:
\$1,294,184.19
One Million Two Hundred Ninety-Four Thousand One Hundred Eighty-Four Dollars Nineteen Cents
4. The parties agree to comply with the terms and conditions of the following Agreement including exhibits which are by this reference made a part of this Agreement.

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

GRANT RECIPIENT	
GRANT RECIPIENT'S NAME	
BY (Authorized Signature) <i>[Signature]</i> x.	DATE SIGNED 2-3-22
ATTEST: BERNICE E. SEIDEL Clerk of the Board of Supervisors County of Fresno, State of California By <i>[Signature]</i> Deputy	
PRINTED NAME AND TITLE OF PERSON SIGNING Brian Pacheco, Chairman	
ADDRESS 2281 Tulare St, Room 301 Fresno, CA 93721	
STATE OF CALIFORNIA	
STATE UNIT/AGENCY NAME CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT	
BY (Authorized Signature) x.	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	

**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 February 1, 2022 is entered into by and between COUNTY OF FRESNO (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-CO1 ("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 FRESNO 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 \$1,294,184.19 (One Million Two Hundred Ninety-Four Thousand One Hundred Eighty-Four Dollars Nineteen 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 PROPOSAL

COUNTY OF FRESNO

2281 Tulare, Suite 304

Fresno CA, 93721

Proposal

SECTION 1: Applicant Information

Legal Name of Applicant:	Fresno County
DBA (if applicable):	
Employer/Taxpayer Identification Number:	94-6000512
Organizational DUNS (if available):	004969341
Mailing Address (and physical address if it is different):	
Street 1:	2281 Tulare Street, Room 304
Street 2:	
City:	Fresno
County:	United States
State:	California Only
Zip Code:	93721
Name and Contact Information of person to be contacted regarding this application:	
First and Last Name:	Greg Reinke
Title:	Deputy County Administrative Office
Telephone Number:	559-600-1225
Email:	greinke@fresnocountyca.gov
Website:	www.co.fresno.ca.us

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

APPLICANT EXPERIENCE/PAST PERFORMANCE:

Fresno County has extensive experience in designing, developing, and managing grants that provide services to the underserved and disadvantaged socio-economic communities. Regarding grants specifically for COVID-19 relief for small businesses, Fresno County developed the Helping Underserved Businesses (HUB) program to provide grants to small businesses, up to \$5,000 per business, that were impacted by COVID-19 and related shelter-in-place orders. The County entered into agreements with outside agencies, including the Fresno Area Hispanic Foundation, to administer this program to specifically focus on reaching underserved, minority and immigrant entrepreneurs that are traditionally hard to reach. This program was successful in providing more than 900 grants to small businesses in Fresno County. The County of Fresno will ensure that our fiscal agent, the Fresno Area Hispanic Foundation, designates program staff in each county district to perform strategic door-to-door outreach to eligible microbusinesses to scale equitably across Fresno County. Outreach will include remote rural areas where microbusinesses live and operate and that otherwise, would not be aware of the grant opportunity. In addition, program staff will be bilingual (English/Spanish) and will strategically designate partner organizations to assist applicants where other languages are necessary such as Punjabi or Hmong, according to each geographic location and its ethnic concentration.

PROPOSED PROGRAM

The County of Fresno proposes to operate the MBCRG Program and subcontract the Fresno Area Hispanic Foundation (FAHF) as the Fiscal Agent to provide \$2,500 grants to microbusinesses using a 4-Phase model that has proven effectiveness and efficiency with previously executed programs, throughout Fresno County. This program will prioritize underserved, minority

businesses by designing a strategic marketing plan to reach traditionally hard-to-reach entrepreneurs that also face barriers of language and technology. Applicants will be provided with personalized, one-on-one assistance in submitting the grant application to facilitate an easy and accessible process. In addition, a call center will be implemented to answer questions, assist with the application process and all other inquiries during the application period. A process consisting of 4 phases will be implemented: microbusinesses will be (Phase 1) assisted to submit a grant application online and vetted through a verification process (the application period will be open for four weeks), (Phase 2) selected through a random lottery system, and (Phase 3) funded as long as they present the required documentation that is validated. The process will conclude with (Phase 4) the compilation of data for all compliance and reporting requirements. An online platform will be used to securely upload all confidential documentation, that will serve as an efficient tool for effective tracking and reporting purposes. In addition, this design will contribute towards the prevention of fraud, waste, and abuse by reducing the amount of paper being used and being able to easily detect duplicate applications.

The program's four (4) phases will be implemented as follows:

PHASE I

1. APPLICATION SUBMISSION

While advertising and outreach efforts are in place, bilingual (English/Spanish) program staff will operate a call center to assist microbusinesses with the application process.

Assistance will be provided in person (at FAHF office), over the phone, virtually, or onsite (at the microbusiness's location). Program staff will be taking the following steps:

- Initiate contact with microbusiness and review eligibility questionnaire

- Use Fresno County voter look up link to verify applicant business address and location within Fresno County:
<https://voterlookup.co.fresno.ca.us/addresslookup.aspx>
- Assist microbusiness to fill out the online application. Applications will also be made available to download via the program’s website. Any paper applications received will be transferred to an online application by program staff.
Microbusinesses will also have the option to email or fax paper applications for processing
- FAHF team lead will manage the community partnerships through constant communication and serve as a resource to address any questions or concerns with the application submission process
- Notes: (1) Microbusinesses will require an email to submit an application, if applicant does not have an email, program staff will assist them in creating an email address, (2) applicants requesting assistance in other languages will be directly connected with designated community partners to provide assistance in Hmong or Punjabi, (3) FAHF team will monitor the online platform to analyze the applications received and adjust marketing/outreach strategy as necessary.

2. APPLICATION VERIFICATION

FAHF’s team lead will download a spreadsheet of all submitted applications and assign them to program staff to start the verification process as follows:

- Verify business location/address via county link:
<https://voterlookup.co.fresno.ca.us/addresslookup.aspx>

- Verify applicant certifies business has been in operation since at least December 2019
- Verify applicant certifies microbusiness is currently active and operating or plans to reopen when the state permits reopening of the business
- Verify applicant certifies they have been significantly impacted by COVID-19
- Verify applicant certifies having less than \$50,000 in gross revenues in 2019
- Verify applicant certifies having less than five full-time equivalent employees currently, in 2019 and 2020
- Verify applicant certifies being able to provide government-issued ID and documentation that includes their name
- Verify applicant certifies being the majority owner and manager of the microbusiness
- Verify applicant certifies the microbusiness being their primary source of income in 2019
- Verify applicant certifies not receiving a grant from the CA Relief Grant Program (staff member to verify using the state website)
- Staff to verify applicant is not a business excluded from participating in the program
- Notes: (1) staff to notify applicants that are found to not be eligible according the grant eligibility requirements and withdraw their application, (2) FAHF team will monitor online application platform to analyze the applications received and adjust marketing/outreach strategy as necessary. (3) FAHF to share with County the vetted list of applicants

PHASE II

3. AWARDS PROCESS/LOTTERY SELECTION

- FAHF and the County will schedule a date and time to conduct random lottery selection of microbusinesses, meeting to be recorded for recordkeeping/audit purposes and to prevent fraud, waste and abuse.
- Draw an equal number of selected applications for each County district based on availability of funds
- Draw 20 alternate applications to serve as back-up grantees in case selected microbusinesses cannot comply with grant requirements
- FAHF to notify businesses via email and phone they have been selected, attach document checklist, and include unique link to upload required documents with a specified deadline.
- Selected applicants will have one week to submit requested documentation

PHASE III

4. DOCUMENTATION COLLECTION

- Follow up with applicants via telephone to assist with gathering required documentation
- Assist selected applicants with scanning and uploading all requested documentation
- Assist selected applicants with obtaining government issued ID along with documentation including their name. Staff will assist with contacting government agencies to obtain additional items requested such as a business license or seller's permit as needed

- Obtain W9 form and 590 form from selected applicants to prevent fraud, waste, and abuse and use for tax purposes
- Obtain a signed grant agreement / self-attestation from each applicant verifying the funds will be used for the eligible purposes as outlined in the terms
- If selected applicant is not able to provide documentation required, program staff will notify them of being ineligible and defer to alternate list in order of selection

5. VALIDATION OF DOCUMENTS

- Verify each document uploaded by selected microbusiness for accuracy and completion such as; ID provided matches name on business documentation
- If applicant does not meet all document requirements, select from alternate list
- Submit a list of selected and vetted applications to County for disbursement of funds

6. GRANT DISTRIBUTION

- County to write all checks for selected applicants meeting all grant requirements
- FAHF to hand deliver all checks and obtain signature receipt from awardees

PHASE IV

7. FOLLOW UP

- Obtain testimonials and document success stories
- Follow up with any microbusinesses that request business technical assistance
- Compile all applicant data for grant reporting

In 2020, the County of Fresno administered two (2) rounds of Small Business Relief Grant Programs funded by the CARES Act for which it hired the Fresno Area Hispanic Foundation as a fiscal agent (for round 2). With a two-week application period, FAHF collected over 600

applications throughout Fresno County and disbursed 50 grants of \$5,000 each for a total of \$250,000 using the above-mentioned process. This process proved to be efficient and complied with all program requirements.

OUTREACH AND MARKETING PLAN

The primary target populations will be women-owned and minority-owned microbusiness and street vendors, including but not limited to businesses in the Hispanic, Punjabi, African American, and Hmong communities among other minority communities that have been impacted by the COVID-19 pandemic. A strategic marketing campaign will be designed to promote the program in English, Spanish, Hmong, and Punjabi throughout the County of Fresno. Flyers will be printed in the four primary languages of the County mentioned above. A website landing page will be built to direct online traffic to the online application, and a commercial in English and Spanish will be produced for program advertisement purposes. Digital ads (in English and Spanish) will also be designed for advertisement on social media platforms. In addition, targeted areas for marketing will include swap meets and farmers markets (and similar events) where a high concentration of street vendors gather for business.

Through a digital marketing campaign, television commercials, printed ads, radio ads, and direct door-to-door outreach, in partnership with local minority serving non-profit organizations, the program will be promoted within the County of Fresno in English, Spanish, Hmong, and Punjabi. Community partners will also help in promoting in Punjabi and Hmong languages through local Hmong and Punjabi television and radio media networks. Additionally, other local partnerships will be leveraged to help promote the program within their networks such as the local SBDC, Workforce Investment Board, Proteus, and other CDFI partners that also have specific reach in rural communities of Fresno County. Television marketing will be done through local television

networks' public service announcements and interviews like KSEE 24, ABC 30, FOX 26, CBS 47, Telemundo, and Univision 21, which is the leading television network for the Hispanic community in the Central Valley. A paid advertisement campaign of the commercials will be done with Univision and KFSN's local ABC Channel 30.

STRATEGIC PARTNERSHIP PLAN

Strategic partnerships will be established between the Fiscal Agent, Fresno Area Hispanic Foundation, the Hidden Wealth Foundation, the Economic Development Corporation serving Fresno County, and the California Hmong Chamber of Commerce. Partner organizations will promote the program through their networks including but not limited to social media platforms, websites, bulletin boards, and mass email systems. In addition, each organization will strategically target designated areas of the County according to their reach and capacity to offer assistance in other languages.

The EDC will primarily target businesses in the Fresno metropolitan area through marketing efforts and provide some application eligibility assistance in English and Spanish. The Hidden Wealth Foundation will primarily target Southeast Asian entrepreneurs throughout the County and will provide Punjabi language interpretation, marketing, and application assistance. The California Hmong Chamber of Commerce will primarily target the Asian community and provide application assistance, marketing, and interpretation in Hmong. The Fiscal Agent, FAHF, will be responsible for the coordination of marketing and outreach efforts with the additional partner organizations like the Mexican Consulate of Fresno to make sure immigrant entrepreneurs are also reached. FAHF will primarily target the Hispanic and African American minority populations with special emphasis in remote rural areas of the County. FAHF will operate a call center where they will

receive all phone calls and online inquiries about the grant application. In addition, FAHF will make available laptops for applicants to use on FAHF premises to fill out the grant application.

PROGRAM IMPLEMENTATION SCHEDULE

This process has been developed to effectively deploy funds within a 3-month period and efficiently get these much-needed funds in the hands of the microbusinesses that need it most. The tentative timeline of activities is as follows:

ACTIVITY	TIME FRAME
Marketing Plan/Outreach Development <ul style="list-style-type: none"> • Branding/Campaign Design • Staff training 	January 24
Program Marketing / Outreach to Businesses <ul style="list-style-type: none"> • Begin digital, television, media campaign • Begin direct outreach to microbusinesses 	January 31
Open Grant Application Cycle <ul style="list-style-type: none"> • Provide one-on-one application assistance • Continue program marketing and outreach 	February 7 – March 4
Application Review <ul style="list-style-type: none"> • Vetting of applications • Conduct random selection 	March 7
Grant Agreements/Disbursements <ul style="list-style-type: none"> • Notify selected awardees • Gather required documentation 	March 14

<ul style="list-style-type: none"> • Disburse grant funds • Grant Reporting 	
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PROGRAM MANAGEMENT/STAFFING PLAN

COUNTY OF FRESNO:

The Fresno County Administrative Office will oversee the implementation and management of this grant including the contracted services provided by the Fresno Area Hispanic Foundation (FAHF). The staff within the Administrative Office has significant experience in managing grants including the recently successful Helping Underserved Businesses program. Specifically, Greg Reinke, Deputy County Administrative Officer, will oversee the management of the grant and associated contracts. Mr. Reinke has more than 20 years of experience in writing, implementing, managing, and serving as the fiscal officer for grants totaling well over \$50 million.

FISCAL AGENT: Fresno Area Hispanic Foundation

The staff of the Fresno Area Hispanic Foundation (FAHF) has over seventy (70) years of combined experience in the microenterprise development arena. FAHF began its direct loan program in the beginning of 2019; however, it has provided technical assistance to low-income entrepreneurs since 2004. Much of its microenterprise development activities revolve around marketing/outreach and the provision of technical assistance (TA) to Hispanic/Latino and other limited resource entrepreneurs throughout the San Joaquin Valley. For this program, FAHF will assign a Program Manager, Yery Olivares (FAHF Chief Operating Officer), Program Coordinator, Sandra Vidrio (FAHF Business Development Officer), and 13 technical assistance providers that will assist with the microbusiness outreach and application process.

Yery Olivares: for over 10 years, Yery has served as the Chief Operating Officer and administered federally funded programs such as a \$1.7 million, 15-year grant from the U.S. Dep. of Commerce,

Economic Development Administration (EDA), a \$370,000 EDA Revolving Loan Fund, a \$2 million USDA Revolving Loan Fund, multiple CDFI Fund \$125,000 grants, and most recently, over \$2.5 million in CARES Act funds. Prior year and current federal grants have provided Yery with the expertise to manage and administer federal funds and execute according to grant terms and conditions. Yery also has over 10 years of experience in serving minority businesses with technical assistance, access to capital, and in providing microbusinesses with the tools and resources necessary to start, launch, and expand their businesses. Yery holds a Bachelor's Degree in Accounting from Fresno State and has over 10 years of experience in non-profit financial management, recordkeeping, financial statement preparation, audits, and QuickBooks.

Sandra Vidrio: for over 5 years, Sandra has served as the Business Development Officer for FAHF and has been dedicated to providing technical assistance and educational workshops for small businesses. Sandra has expertise in guiding individuals through the start-up phase and expansion of their businesses. During the COVID-19 shelter-in-place orders, Sandra coordinated over 100 webinars in various topics to provide small businesses with tools, education, and resources during forced shutdowns. Sandra also served as the team leader in the County of Fresno and City of Fresno' CARES Act round of small business grant programs and assisted with the outreach, coordination, and disbursement of \$2.5 million in direct, emergency, small business grants for those low-wealth, low-income minority owners negatively affected by COVID-19.

Technical assistant providers will consist of current FAHF team members and individuals that will be contracted for the program that have experience in assisting microbusinesses and that also participated in previous relief grant programs administered by FAHF.

BUDGET AND FINANCIAL MANAGEMENT

1. Staff Implementation: Personnel Salaries +Benefits \$30,000

- County Auditor-Controller/Treasurer – Tax Collector \$20,000
For the issuance of grant checks and all costs associated with the finance department
- County Administrative Officer - \$10,000
For the oversight of the grant program and ensure compliance with all program requirements

2. Other/Contractual Expenses \$40,000

All three partners will assist with the marketing of the program, outreach to microbusinesses, assist 25 microbusinesses, each, to submit a grant application, and provide assistance in other languages based on their capacity (Spanish, Hmong, Punjabi).

- Economic Development Corporation Serving Fresno County - \$10,000
- Hidden Wealth Foundation - \$10,000
- California Hmong Chamber of Commerce - \$10,000
- Fresno Metro Black Chamber of Commerce - \$10,000

3. Fiscal Agent – Fresno Area Hispanic Foundation \$156,684.19

- Personnel/Fringe Benefits: \$133,000
 - Program Manager \$5,800
 - Program Coordinator \$7,200
 - Technical Assistance Providers \$120,000 (10 @\$25/hr. for 12 weeks)
- Marketing: \$22,000
 - Branding design and strategy \$3,500

- Univision Advertising Campaign \$8,500
- Print materials \$1,000
- Digital advertising \$2,000
- KFSN Ch. 30 Advertising Campaign \$5,000
- Media for photo and video (Commercials) \$2,000
- Overhead: \$1,684.19

For expenses related to the call center (\$1,000), internet (\$300), and IT (\$384.19) services and security measures

Exhibit C – Partnership Agreements

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

THIS AGREEMENT IS PENDING FULLY EXECUTED
PARTNERSHIP AGREEMENTS FROM THE GRANTEE.

PARTNERSHIP AGREEMENTS WILL BE ADDED TO THIS SECTION
UPON CALOSBA RECEIVING THE AGREEMENTS FROM THE GRANTEE.

DRAFT AGREEMENT

This agreement ("AGREEMENT") is made and entered into this 24 day of November 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Fresno Area Hispanic Foundation, a California non-profit corporation, whose address is 1444 Fulton Street, Fresno, CA 93721, hereinafter referred to as "FISCAL AGENT".

RECITALS

A. WHEREAS, COUNTY has approved to apply for the California Microbusiness COVID-19 Relief Grant Program administered by the Governor's Office of Business and Economic Development, Office of the Small Business Advocate (CalOSBA), to oversee and administer a grant program to distribute \$2,500 grants to eligible microbusinesses; and

B. WHEREAS, FISCAL AGENT is being subcontracted to implement a comprehensive plan to launch and administer the MBCRG program utilizing state funds; and

C. WHEREAS, COUNTY desires to utilize FISCAL AGENT'S comprehensive plan to launch and administer a small business financial relief program as needed as part of MBCRG received by the COUNTY, and FISCAL AGENT desires to provide these services.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are made a part of this Agreement, and of the mutual covenants, terms, and conditions set forth in this Agreement, the Parties agree as follows:

1. **OBLIGATIONS OF THE FISCAL AGENT:** FISCAL AGENT will perform outreach and administer the small business financial relief application process to include recommendations to the COUNTY for funding allocations within the COUNTY OF FRESNO, as set forth in Attachment A - Scope of Work, attached hereto and incorporated herein by this reference. The COUNTY shall make available no more than **\$1,294,184.19** in COUNTY CALOSBA State funding to this small business grant program, which shall be distributed as follows: **\$2,500.00** to approved and selected microbusinesses within the COUNTY. FISCAL AGENT shall submit documentation in accordance with CalOSBA funding requirements prior to COUNTY's issuance of funds so COUNTY can directly fund recipients through checks.

A. Application Process, Review, and Selection

FISCAL AGENT shall:

Application;

- 1) Accept applications as provided in Exhibit A - Small Business Grant Program

- 2) Complete review of application and required documentation;

- 3) Note impacted COUNTY district of each selected application;

- 4) Select and notify qualified funding recipients that meet the criteria of the application; and

- 5) Provide the Auditor-Controller/Treasurer-Tax Collector of the COUNTY the applications of selected businesses, and all required documentation either through email, or access to the FISCAL AGENT's tracking system in order for the COUNTY to disburse funds to the funding recipients and maintain records as required by the CalOSBA.

2. OBLIGATIONS OF THE COUNTY

A. Application and Process Development and Issuance of Payments

- 1) COUNTY shall review and approve of FISCAL AGENT's application and application process.

- 2) COUNTY shall verify the COUNTY District of each submitted and accepted application.

- 3) COUNTY shall ensure completion of proper documentation required for receipt of CalOSBA funds.

- 4) COUNTY shall issue payment to recipients after all required documentation has been received and verified as complete.

3. **TERM**: The term of this Agreement shall be for a period of no more than one (1) year, commencing **January 1, 2021** ("Effective Date"), through and including **December 31, 2021**.

4. TERMINATION

A. **Non-Allocation of Funds**: The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds, by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the FISCAL AGENT thirty (30) days advance written notice.

B. **Breach of Contract**: The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;

- 2) A failure to comply with any term of this Agreement;

- 3) A substantially incorrect or incomplete report submitted to the COUNTY;

4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the FISCAL AGENT. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the FISCAL AGENT the repayment to the COUNTY of any funds disbursed to the FISCAL AGENT under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The FISCAL AGENT shall promptly refund any such funds upon demand.

C. Without Cause: Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to FISCAL AGENT.

5. **COMPENSATION/INVOICING**: COUNTY agrees to pay FISCAL AGENT and FISCAL AGENT agrees to receive as compensation hereunder reimbursement for costs it incurs for services satisfactorily performed under this Agreement. The first half of payment shall be made upon signing of this agreement. The second half of payment shall be made upon certification or other proof satisfactory to COUNTY that services have been performed by FISCAL AGENT as specified in this Agreement. In no event shall services performed under this Agreement by FISCAL AGENT be in excess of **One Hundred Ninety-Six Thousand, Six Hundred Eighty-Four Dollars and Nineteen Cents (\$196,684.19)** during the term of this Agreement. It is understood that all expenses incidental to FISCAL AGENT's performance of services under this Agreement shall be borne by FISCAL AGENT.

FISCAL AGENT shall submit an invoice on FISCAL AGENT letterhead upon signing of this agreement, and upon completion of the program FISCAL AGENT shall submit all related program expenses that amounts to the agreed compensation amount. Invoices shall be submitted to the COUNTY OF FRESNO, COUNTY Administrative Office located at **2281 Tulare, Room 304, Fresno, CA 93721** or electronically to e-mail address greinke@fresnocountyca.gov. If FISCAL AGENT should fail to comply with any provision of the Agreement, COUNTY shall be relieved of its obligations for further compensation.

The remaining **\$1,037,500.00** shall be distributed by the COUNTY as grants to small businesses that have complied with the necessary application criteria and have been approved and selected by the FISCAL AGENT for funding. FISCAL AGENT shall submit documentation in accordance with CalOSBA funding requirements prior to issuance of funds to small businesses. In no event shall payments to approved and selected businesses under the small business grant program exceed **One Million Thirty-Seven Hundred Thousand, Five Hundred Dollars (\$1,037,500.00)** during the term of this Agreement.

6. **FUNDING**: The parties understand that funding for this Agreement is provided by the California Microbusiness COVID-19 Relief Grant Program enacted by Senate Bill No. 151 (Government Code 12100.90) administered by the Office of the Small Business Advocate (CalOSBA) within the Governor's Office of Business and Economic Development.

7. **INDEPENDENT FISCAL AGENT:** In performance of the work, duties and obligations assumed by FISCAL AGENT under this Agreement, it is mutually understood and agreed that FISCAL AGENT, including any and all of the FISCAL AGENT'S officers, agents, and employees will at all times be acting and performing as an independent FISCAL AGENT, and shall act in an independent capacity of the COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which FISCAL AGENT shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that FISCAL AGENT is performing its obligations in accordance with the terms and conditions thereof.

FISCAL AGENT and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent FISCAL AGENT, FISCAL AGENT shall have absolutely no right to employment rights and benefits available to COUNTY employees. FISCAL AGENT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, FISCAL AGENT shall be solely responsible and save COUNTY harmless from all matters relating to payment of FISCAL AGENT'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, FISCAL AGENT may be providing services to others unrelated to the COUNTY or to this Agreement.

8. **MODIFICATION:** Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

9. **NON-ASSIGNMENT:** Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

10. **HOLD HARMLESS:** FISCAL AGENT agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by FISCAL AGENT, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of FISCAL AGENT, its officers, agents, or employees under this Agreement.

11. **INSURANCE**

Without limiting the COUNTY'S right to obtain indemnification from FISCAL AGENT or any third parties, FISCAL AGENT, at its sole expense, shall maintain in full force and effect,

the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

If FISCAL AGENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

E. Molestation

Sexual abuse/molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

Additional Requirements Relating to Insurance

FISCAL AGENT shall obtain endorsements to the Commercial General Liability insurance naming the COUNTY OF FRESNO, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under FISCAL AGENT's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

FISCAL AGENT hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. FISCAL AGENT is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but FISCAL AGENT's waiver of subrogation under this paragraph is effective whether or not FISCAL AGENT obtains such an endorsement.

Within Thirty (30) days from the date FISCAL AGENT signs and executes this Agreement, FISCAL AGENT shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the COUNTY OF FRESNO Administrative Office, at **2281 Tulare, Room 304, Fresno, CA 93721** stating that such insurance coverages have been obtained and are in full force; that the COUNTY OF FRESNO, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the FISCAL AGENT has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the COUNTY OF FRESNO, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under FISCAL AGENT's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event FISCAL AGENT fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current AM. Best, Inc. rating of A FSC VII or better.

12. REPORTS, AUDITS, AND INSPECTIONS: The FISCAL AGENT shall be solely responsible for complying with reporting and audits in compliance with the CalOSBA guidelines. The FISCAL AGENT shall at any time during business hours, and as often as the COUNTY may deem necessary, make available and give the COUNTY access to FISCAL AGENT'S Program files for examination of all of its records, data, and computer or other electronic records with respect to the matters covered by this Agreement. The FISCAL AGENT shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure FISCAL AGENT'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), FISCAL AGENT shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546. 7).

13. SINGLE AUDIT CLAUSE:

A. If FISCAL AGENT expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in Federal and Federal flow-through monies, FISCAL AGENT agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of Management and Budget (OMB) Title 2 of the code of Federal Regulations Part 200. FISCAL AGENT shall submit said audit and management letter to COUNTY. The Audit must include a statement of findings or a statement that there were no findings. If there were negative findings, FISCAL AGENT must include a corrective action plan signed by an authorized individual. FISCAL AGENT agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to COUNTY's CAO for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to enter into future agreements with FISCAL AGENT. All audit costs related to this Agreement are the sole responsibility of FISCAL AGENT.

B. A single audit report is not applicable if all FISCAL AGENT's Federal contracts do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or FISCAL AGENT's funding is through Drug related Medi-Cal.

14. NON-DISCRIMINATION:

During the performance of this Agreement, FISCAL AGENT shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and Federal statutes and regulations.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS:

A. COUNTY and FISCAL AGENT recognize that FISCAL AGENT is a recipient of Federal funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to comply with applicable Federal suspension and debarment regulations, including but not limited to 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement, FISCAL AGENT attests to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; and

2. Shall not knowingly enter into any covered transaction with an entity or person who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

B. FISCAL AGENT shall provide immediate written notice to COUNTY if at any time during the term of this Agreement FISCAL AGENT learns that the representations it makes above were erroneous when made or have become erroneous by reason of changed circumstances.

C. FISCAL AGENT shall include a clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions and similar in nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

D. FISCAL AGENT shall, prior to soliciting or purchasing goods and services in excess of \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and debarment status at <https://sam.gov/SAM/>.

16. **CONFLICT OF INTEREST**: No officer, employee or agent of the COUNTY who exercises and function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed by the FISCAL AGENT under this Agreement to fulfill any contractual obligations with the COUNTY. COUNTY and FISCAL AGENT shall comply with all Federal, State of California and local conflict of interest laws, statues and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee or agent of the COUNTY.

17. **LOBBYING ACTIVITY**: None of the funds provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the Congress of the United States of America or the Legislature of the State of California.

18. **NOTICES**: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

FISCAL AGENT	COUNTY
Fresno Area Hispanic Foundation	COUNTY OF FRESNO
Dora Westerlund, CEO & President	COUNTY Administrative Officer
1444 Fulton Street	2281 Tulare, Room 304,
Fresno, CA 93721	Fresno, CA 93721

All notices between the COUNTY and FISCAL AGENT provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after

deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

19. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. DISCLOSURE OF SELF-DEALING TRANSACTIONS

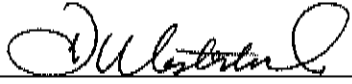
This provision is only applicable if the FISCAL AGENT is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the FISCAL AGENT changes its status to operate as a corporation.

Members of the FISCAL AGENT's Board of Directors shall disclose any self-dealing transactions that they are a party to while FISCAL AGENT is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the FISCAL AGENT is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the FISCAL AGENT and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement. In the event there is any inconsistency among this Agreement's documents, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) to this Agreement, including Exhibits A and B; and (2) to Attachment A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

FISCAL AGENT



Fresno Area Hispanic Foundation
Dora Westerlund, CEO & President
1444 Fulton Street, Fresno, CA 93721

COUNTY

COUNTY OF FRESNO

Fiscal Agent Subcontractor

A. Subcontractors Legal Name:

Fresno Area Hispanic Foundation (FAHF)

B. Justification to Subcontract the Role of Fiscal Agent:

The County of Fresno feels the FAHF has the experience, competency, and capacity to execute this program efficiently and effectively to its utmost benefit. Having been serving the minority microbusiness community for over 17 years, FAHF has a proven model and process in place to help get relief funds to the hands of microbusinesses that are traditionally hard to reach due to several challenges and barriers that include language, technology, and culture. In addition, as a trusted community partner, FAHF will be able to overcome any concerns dealing with government agencies, especially for the immigrant entrepreneurs applying for the program.

C. County and Subcontractor Relationship:

The County of Fresno will be responsible for the overall management of the program and ensure the program falls within all compliance requirements. FAHF will manage the day-to-day activities of the program and oversee the application process through its 4-phase process. Both, the County and FAHF will remain in constant communication and FAHF will provide weekly updates to the County of the program progress and will contact more often as necessary.

D. Subcontractor's Previous Experience:

During COVID-19, FAHF has offered more than \$3 million in direct, emergency, small business grants for those low-wealth, low-income minority owners negatively affected by COVID-19, in partnership with the City and County of Fresno who, contracted FAHF to

disburse CARES Act fund through small business relief grants. In addition, the rural cities of Mendota and San Joaquin also contracted with FAHF to manage their COVID-19 small business emergency grant program as well. FAHF successfully administered 5 CARES Act, Small Business Relief Grant Programs in Quarter 4 of 2020 distributing over \$2.5 million in grant funds. Most recently, the FAHF has served as a primary partner with Cal-OSBA and Lendistry in administering the CA Relief Grant program and has supported with awarding over \$4 million in relief funds through the SBA's Paycheck Protection Program and Economic Injury Disaster Loan Program.

November 24, 2021

Mr. Yia Her
CEO
California Hmong Chamber of Commerce
4274 N Blackstone Ave Ste. 103H
Fresno, CA 93726

Dear Mr. Her,

The Fresno Area Hispanic Foundation (FAHF) is partnering with the County of Fresno in a proposal to manage the **California Microbusiness COVID-19 Relief Grant Program (MBCRG)** to provide eligible microbusinesses of Fresno County with grants of \$2,500. FAHF would like to establish a partnership agreement with The California Hmong Chamber of Commerce (CHCC) to assist with the outreach and marketing efforts for microbusinesses to access the MBCRG Program. The partnership will tentatively begin January 2022 – March 2022.

As a partner, the CHCC will focus on the following activities:

1. Perform outreach and engage with microbusinesses in the Asian business community in Fresno County including but not limited to:
 - Social media outreach and digital advertising (Facebook, Instagram, mass email, etc.)
 - Flyer distribution, direct phone calls to Asian microbusinesses
 - Conduct a television/radio interview with local Hmong media to promote the program
2. Assist 25 microbusinesses submit MBCRG grant applications via phone or in person
3. Provide a team member to serve as the point of contact when Hmong interpretation/translation is needed by the FAHF team and to attend program meetings
4. Submit an activity report to FAHF upon completion of the program with the following:
 - Types of marketing and outreach activities performed and approximate number of businesses reached
 - Number of microbusinesses assisted with submitting grant applications
 - Submit two success stories of microbusinesses assisted

This partnership will provide CHCC with a \$10,000 compensation. CHCC understands that if the County of Fresno is not selected for an award, this Partnership Agreement is null and void; and, if the County of Fresno is awarded a lesser amount than the proposed, the County of Fresno has the right to renegotiate with CHCC for a fair and lesser amount that will consider reduced roles

and/or responsibilities or lower participant enrollment numbers in one or both of the above stated components of the project.

The Fresno Area Hispanic Foundation is looking forward to partnering with CAHH in assisting our small business community. Please acknowledge your agreement with the foregoing and willingness to participate by signing below.

Signature:  Title: President

Organization: CA Hmong Chamber of Commerce Date: 11/24/2021

Thank you for your partnership and support.

Respectfully,


Dora Westerlund,
President & CEO

November 24, 2021

Ms. Kiran Brar
Founder and CEO
The Hidden Wealth Foundation
4460 W. Shaw Ave. # 576
Fresno, CA 93722

Dear Ms. Brar,

The Fresno Area Hispanic Foundation (FAHF) is partnering with the County of Fresno in a proposal to manage the **California Microbusiness COVID-19 Relief Grant Program (MBCRG)** to provide eligible microbusinesses of Fresno County with grants of \$2,500. FAHF would like to establish a partnership agreement with The Hidden Wealth Foundation to assist with the outreach and marketing efforts for microbusinesses to access the MBCRG Program. The partnership will tentatively begin January 2022 – March 2022.

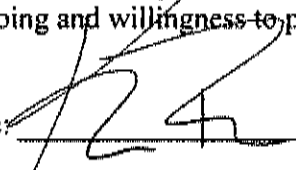
As a partner, the Hidden Wealth Foundation will focus on the following activities:

1. Perform outreach and engage with microbusinesses in the Southeast Asian business community in Fresno County including but not limited to:
 - Social media outreach and digital advertising (Facebook, Instagram, mass email, etc.)
 - Flyer distribution, direct phone calls to the Southeast Asian microbusinesses
 - Conduct a podcast interview with FAHF team on Hidden Wealth Foundation's YouTube channel to promote the program
2. Assist 25 microbusinesses submit MBCRG grant applications via phone or in person
3. Provide a team member to serve as the point of contact when Punjabi interpretation/translation is needed by the FAHF team and to attend program meetings
4. Submit an activity report to FAHF upon completion of the program with the following:
 - Types of marketing and outreach activities performed and approximate number of businesses reached
 - Number of businesses assisted with submitting grant applications
 - Submit two success stories of businesses assisted

This partnership will provide Hidden Wealth Foundation with a \$10,000 compensation. Hidden Wealth Foundation understands that if the County of Fresno is not selected for an award, this Partnership Agreement is null and void; and, if the County of Fresno is awarded a lesser amount than the proposed, the County of Fresno has the right to renegotiate with Hidden Wealth Foundation for a fair and lesser amount that will consider reduced roles and/or responsibilities or

lower participant enrollment numbers in one or both of the above stated components of the project.

The Fresno Area Hispanic Foundation is looking forward to partnering with The Hidden Wealth Foundation in assisting our small business community. Please acknowledge your agreement with the foregoing and willingness to participate by signing below.

Signature:  Title: CEO

Organization: Hidden Wealth Foundation Date: 11-24-2021

Thank you for your partnership and support.

Respectfully,



Dora Westerlund,
President & CEO

November 24, 2021

Ms. Lee Ann Eager
President and CEO
Fresno County EDC
906 N Street #120
Fresno, CA 93721

Dear Ms. Eager,

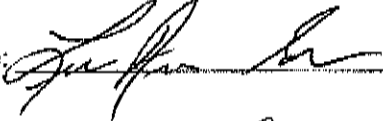
The Fresno Area Hispanic Foundation (FAHF) is partnering with the County of Fresno in a proposal to manage the **California Microbusiness COVID-19 Relief Grant Program (MBCRG)** to provide eligible microbusinesses of Fresno County with grants of \$2,500. FAHF would like to establish a partnership agreement with the Fresno County Economic Development Corporation (EDC) to assist with the outreach and marketing efforts for microbusinesses to access the MBCRG Program. The partnership will tentatively begin January 2022 – March 2022.

As a partner, the EDC will focus on the following activities:

1. Perform outreach and engage with microbusinesses in the Fresno metropolitan area of Fresno County including but not limited to:
 - Social media outreach and digital advertising (Facebook, Instagram, mass email, etc.)
 - Flyer distribution, direct phone calls to microbusinesses
2. Assist 25 microbusinesses submit MBCRG grant applications via phone or in person
3. Provide a team member to serve as the point of contact to attend program meetings
4. Submit an activity report to FAHF upon completion of the program with the following:
 - Types of marketing and outreach activities performed and approximate number of businesses reached
 - Number of microbusinesses assisted with submitting grant applications
 - Submit two success stories of microbusinesses assisted

This partnership will provide EDC with a \$10,000 compensation. EDC understands that if the County of Fresno is not selected for an award, this Partnership Agreement is null and void; and, if the County of Fresno is awarded a lesser amount than the proposed, the County of Fresno has the right to renegotiate with EDC for a fair and lesser amount that will consider reduced roles and/or responsibilities or lower participant enrollment numbers in one or both of the above stated components of the project.

The Fresno Area Hispanic Foundation is looking forward to partnering with EDC in assisting our small business community. Please acknowledge your agreement with the foregoing and willingness to participate by signing below.

Signature:  Title: President & CEO
Organization: Fresno County EDC Date: 11/30/2021

Thank you for your partnership and support.

Respectfully,


Dora Westerlund,
President & CEO

Exhibit D – Budget Detail

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

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

Description	Estimated Costs
Proposed Administrative Budget - County 1	\$ 226,684.19
Proposed Eligible Microbusiness Grants Budget - County 1	\$ 1,067,500.00
Total Proposed Budget	\$ 1,294,184.19

Exhibit E – Letter of Designation



County of Fresno

COUNTY ADMINISTRATIVE OFFICE
JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER

November 30, 2021

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

Attn: California Microbusiness COVID-19 Relief Grant Program

RE: County of Fresno Application

Attached please find the electronic copy of the County of Fresno's California Microbusiness COVID-19 Relief Grant Program application.

As a result of the adopted meeting schedule and related processing requirements for the County of Fresno Board of Supervisors (Board) agenda items, it is not possible to secure formal Board authorization prior to submittal of the referenced application; therefore, I have signed the grant application, contingent upon the Board's approval.

The application will be submitted to the Board as soon as possible, upon approval, the application signed by the Chairman will be forwarded to your office.

Please let me know if anything further is required.

Respectfully,

Jean M. Rousseau
County Administrative Officer

Exhibit F –Program Announcement



CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

GRANTMAKING ENTITY

REQUEST FOR PROPOSALS - ROUND 1

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

Opening Date: Monday, October 11, 2021

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

Amended November 9, 2021

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

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

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Introduction

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

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

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

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

Background and Purpose

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

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

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

Priorities

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

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

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

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

Definitions

Definitions that pertain to this Program Announcement are provided below.

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

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

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

r.4.5 Third-party verification (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
Total Population	39,466,855	100.0%	\$ 49,750,000.00

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

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

Period of Performance

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

Funding Information

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

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

This Program has no match requirement.

Funding Method

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

Eligibility Requirements for Grantmaking Entities

Applicant Organization for Round 1

- Able to receive State funds

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

Grantees: Qualified microbusinesses

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

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

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

Eligible Use of Funds

Applicant Organization for Round 1

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

Grantees: Qualified microbusiness

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

Setting Up the Grantmaking Entity Program:

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

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

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

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

(C) The microbusiness is a sidewalk vendor.

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

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

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

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

Oversight & Reporting Requirements

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

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

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

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

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

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

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

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

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

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

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

Dates and Deadlines

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

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

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

Points of Contact

Questions and correspondence regarding this Announcement shall be directed to:

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

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

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

Public Records Act

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

Proposal Evaluation

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

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

Scoring Criteria

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

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

Disqualification

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

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

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

Application and Submission Requirements

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

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

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

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

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

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

File Format: Organization Name_MBCRG_Proposal_Date

Subject Line: Organization Name – MBCRG Proposal Submission

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

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

Proposal

SECTION I: Applicant Information

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

Signature of Contact (E-signature is acceptable)

Date

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

SECTION II: Narrative

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

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

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

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

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

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

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

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

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

SECTION III: Attachments

Label each attachment and submit in the order listed.

1. Proposal saved as submitted .pdf
2. Budget saved and submitted as .xls - [Download template HERE](#)
3. Process Flow chart saved as .pdf (Intake through disbursement)
4. Partnership Contracts/Agreements - Minimum of four fully-executed active agreements (i.e., MOU, professional services agreement, contract, etc.) verifying partnership with microbusiness technical assistance organizations, nonprofits, trusted community partners, and community-based organizations that are key to conducting outreach and marketing to reach underserved microbusinesses. Saved and submitted as a single combined .PDF)
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funds to eligible microbusinesses. A letter of support is not an acceptable form of an agreement.

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 - h. Each county has a maximum of 20% for the administrative fee based on their county's allocation. The represented county(ies) and the designated fiscal agent (county government) must work together to determine how much of the maximum 20% will be allocated to the fiscal agent. This allocation % and dollar amount must be provided in the revised RFP Budget Template.
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 9. Completed and signed STD.21 Drug-Free Workplace Certification saved and submitted as .PDF – download this form at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std021.pdf>

END

END EXHIBIT F